AGENDA

CITY OF ORMOND BEACH, FLORIDA

CITY COMMISSION MEETING

November 6, 2024

7:00 PM

Deputy Mayor Harold Briley

Zone 1 - Commissioner Lori Tolland | **Zone 3 - Commissioner Susan Persis**

Zone 2 - Commissioner Travis Sargent | **Zone 4 - Commissioner Harold Briley**

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

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1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

A. Hurricane Milton Recovery Update

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - October 15, 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. 2024-150**: A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE WATER RECLAMATION FACILITY ULTRAVIOLET CONVERSION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2024-197:** A RESOLUTION ACCEPTING A PROPOSAL FROM HALL CONSTRUCTION CO., INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE PERFORMING ARTS CENTER ROOF REPAIR PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-198:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PARTS AND SERVICE FROM PARKSON CORPORATION FOR THE CITY'S AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN AT THE WATER RECLAMATION FACILITY; AUTHORIZING THE EXECUTION OF A CONTRACT; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2024-199:** A RESOLUTION ACCEPTING A BID FROM J.D. WEBER CONSTRUCTION CO. FOR CONSTRUCTION SERVICES REGARDING THE SR40/AIRPORT ROAD WATERMAIN & FORCEMAIN LOOP PROJECT, UNDER BID NO. 2024-37; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

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

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

Disposition: Approve as recommended in the City Manager staff report dated November 6, 2024.

F. **Auto Renewal - Professional Piping Services**

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

Disposition: Approve as recommended in the City Manager staff report dated November 6, 2024.

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

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

Disposition: Approve as recommended in the City Manager staff report dated November 6, 2024.

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

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

Disposition: Approve as recommended in the City Manager staff report dated November 6, 2024.

I. **Auto Renewal - UniFirst Uniform Rental**

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

676-3325

Disposition: Approve as recommended in the City Manager staff report dated November 6, 2024.

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

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

Disposition: Approve as recommended in the City Manager staff report dated November 6, 2024.

K. **Intent to Bid - Fire Department Dual Compliance Gear**

Staff Contact: *Nathan Quartier, Deputy Fire Chief, (386) 676-3270*

Disposition: Approve as recommended in the City Manager staff report dated November 6, 2024.

L. **Intent to Bid - Andy Romano Beach Front Park Hurricane Repairs**

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

Disposition: Approve as recommended in the City Manager staff report dated November 6, 2024.

8. PUBLIC HEARINGS

A. **ORDINANCE NO. 2024-30:** AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, BUSINESS PREMISES SIGNS, SUBSECTION G, ELECTRONIC CHANGEABLE COPY SIGNS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY EXPANDING THE ALLOWANCE OF ELECTRONIC CHANGEABLE COPY SIGNS, AND ESTABLISHING CONDITIONS OF OPERATIONS AND PERMITTING STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

B. **ORDINANCE NO. 2024-31:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (W), OUTDOOR ACTIVITIES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE THE CONDITIONS AND PERMITTING REQUIREMENTS FOR OUTDOOR ACTIVITIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

9. FIRST READING OF ORDINANCES

A. **ORDINANCE NO. 2024-35:** AN ORDINANCE AMENDING SECTION 2-218, NEIGHBORHOOD IMPROVEMENT ADVISORY BOARD ADVISORY

BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES BY AMENDING THE NAME OF THE BOARD; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. SECOND READING OF ORDINANCES

A. **ORDINANCE NO. 2024-32:** AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-2024 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); RECREATION FACILITY FEE FUND (115); FINANCING DEBT SERVICE FUND (205); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); LEISURE SERVICES CAPITAL FUND (322); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WEST ORMOND REUSE IMPACT FEE FUND (433); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BONDS; AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

B. **ORDINANCE NO. 2024-33:** AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-74, FINANCES AND FUND MANAGEMENT; ESTABLISHMENT AND OPERATION OF FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE. **(SECOND READING)**

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

11. DISCUSSION AND DIRECTION ITEMS

A. Compensation Review for Appointed Officials

Staff Contact: *Claire Whitley, Assistant City Manager, (386) 676-3202*

12. REPORTS, SUGGESTIONS, REQUESTS

13. 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

October 15, 2024	**7:00 p.m.**	**Commission Chambers**

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 Shawn Finley, 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. RECOGNITION OF OUTGOING MAYOR

5. PRESENTATIONS AND PROCLAMATIONS

A. Hunter Wendelstedt

B. Native Plant Month

C. ~~Red Ribbon Week~~

D. Florida City Government Week

6. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

7. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - October 2, 2024

8. CONSENT AGENDA

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

A. **RESOLUTION NO. 2024-177:** A RESOLUTION APPOINTING A MEMBER TO THE GOODWILL AMBASSADOR PROGRAM; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE

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

B. **RESOLUTION NO. 2024-178:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN ON-LINE GRANT APPLICATION IN THE AMOUNT OF $10,101.00 TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, UNDER THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-179:** A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT ONE TO THAT CERTAIN GRANT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE, REGARDING FUNDING FOR DESIGN WORK AND PRE-DEVELOPMENT ACTIVITIES FOR A DOWNTOWN COMMUNITY CENTER; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS INCIDENTAL THERETO; AND SETTING FORTH AN

EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2024-180:** A RESOLUTION APPROVING VALIANT MODULAR, L.L.C. AS A QUALIFIED TARGET INDUSTRY BUSINESS; PROVIDING FOR GROWTH ASSISTANCE FUNDING IN THE NATURE OF CAPITAL EXPENDITURE REIMBURSEMENT; AUTHORIZING AN AGREEMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2024-181:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF THE DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND CERES ENVIRONMENTAL SERVICES, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2024-182:** A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH TWO PROFESSIONAL FIRMS FOR GRANT COMPLIANCE SERVICES FOR FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM/FLOOD MITIGATION ASSISTANCE PROJECTS, UNDER RFP 2024-32; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2024-183:** A RESOLUTION AUTHORIZING ADDITIONAL FUNDING FOR THE CITY'S PORTION OF THE UTILITY RELOCATION PROJECT ALONG WILLIAMSON BLVD. UNDER A JOINT PROJECT AGREEMENT WITH COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **RESOLUTION NO. 2024-184:** A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR THE PURCHASE OF CONCRETE FROM JOE'S THREE YARD CONCRETE; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **RESOLUTION NO. 2024-185:** A RESOLUTION AUTHORIZING AND DIRECTING ALL FINANCIAL INSTITUTIONS WHICH HOLD FUNDS OF THE CITY OF ORMOND BEACH TO DELETE THE NAME OF BILL PARTINGTON AS MAYOR FROM THEIR RECORDS AND TO ADD THERETO THE NAMES OF JOYCE SHANAHAN AS CITY MANAGER, AND KELLY MCGUIRE AS FINANCE DIRECTOR, TO SERVE AS THE DESIGNATED REPRESENTATIVES AND AUTHORIZED SIGNERS ON BEHALF OF THE CITY FOR ALL BANKING ACCOUNTS; AND SETTING FORTH AN EFFECTIVE DATE.

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

J. **RESOLUTION NO. 2024-186:** A RESOLUTION ACCEPTING A PROPOSAL FROM FLORIDA HEALTH CARE PLANS, INC. FOR

THE PROVISION OF EMPLOYEE HEALTH/MEDICAL BENEFIT SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Samantha Potts, HR Manager (386) 676-3228*

K. **RESOLUTION NO. 2024-187:** A RESOLUTION AUTHORIZING FUNDING OF EMPLOYEE HEALTH SAVINGS ACCOUNTS FOR THE 2025 PLAN YEAR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Samantha Potts, HR Manager (386) 676-3228*

L. **RESOLUTION NO. 2024-188:** A RESOLUTION ACCEPTING A PROPOSAL FROM THE STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE DENTAL INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Samantha Potts, HR Manager (386) 676-3228*

M. **RESOLUTION NO. 2024-189:** A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE VISION INSURANCE BENEFITS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Samantha Potts, HR Manager (386) 676-3228*

N. **RESOLUTION NO. 2024-190:** A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE LIFE INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Samantha Potts, HR Manager (386) 676-3228*

O. **RESOLUTION NO. 2024-191:** A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE LONG TERM DISABILITY INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Samantha Potts, HR Manager (386) 676-3228*

P. **RESOLUTION NO. 2024-192:** A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Samantha Potts, HR Manager (386) 676-3228*

Q. **RESOLUTION NO. 2024-193:** A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE VOLUNTARY SHORT-TERM DISABILITY INSURANCE BENEFITS; AUTHORIZING THE

EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Samantha Potts, HR Manager (386) 676-3228*

R. **RESOLUTION NO. 2024-194**: A RESOLUTION APPROVING AND ADOPTING THE CITY'S HUMAN RESOURCES POLICY UPDATE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Samantha Potts, HR Manager (386) 676-3228*

S. **Intent to Bid - Internet Services**

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

Disposition: Approve as recommended in the City Manager staff report dated October 15, 2024.

T. **City Manager's Monthly Report, October 2024**

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

Disposition: Accept as information as recommended in the City Manager staff report dated October 15, 2024.

9. PUBLIC HEARINGS

A. **ORDINANCE NO. 2024-30:** AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, BUSINESS PREMISES SIGNS, SUBSECTION G, ELECTRONIC CHANGEABLE COPY SIGNS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY EXPANDING THE ALLOWANCE OF ELECTRONIC CHANGEABLE COPY SIGNS, AND ESTABLISHING CONDITIONS OF OPERATIONS AND PERMITTING STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **ORDINANCE NO. 2024-31:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (W), OUTDOOR ACTIVITIES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE THE CONDITIONS AND PERMITTING REQUIREMENTS FOR OUTDOOR ACTIVITIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-195**: A RESOLUTION DECLARING THE INTENTION OF THE ORMOND BEACH CITY COMMISSION TO CONSIDER VACATING A PORTION OF CORBIN AVENUE, A PLATTED PUBLIC RIGHT-OF-WAY WITHIN THE PROPERTY LOCATED AT 1 SOUTH BEACH STREET (VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBER: 4215-14-03-0010), KNOWN AS "CASSEN PARK"; ESTABLISHING A TIME CERTAIN FOR A PUBLIC HEARING; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2024-196**: A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REDEVELOPMENT PLAN REGARDING CASSEN PARK, LOCATED AT 1 SOUTH BEACH STREET; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. FIRST READING OF ORDINANCES

A. **ORDINANCE NO. 2024-32:** AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-2024 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); RECREATION FACILITY FEE FUND (115); FINANCING DEBT SERVICE FUND (205); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); LEISURE SERVICES CAPITAL FUND (322); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WEST ORMOND REUSE IMPACT FEE FUND (433); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BONDS; AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **ORDINANCE NO. 2024-33:** AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-74, FINANCES AND FUND MANAGEMENT; ESTABLISHMENT AND OPERATION OF FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

C. **ORDINANCE NO. 2024-34:** AN ORDINANCE RECOGNIZING A DECLARATION OF EMERGENCY ISSUED BY THE GOVERNOR OF THE STATE OF FLORIDA, EFFECTIVE THROUGHOUT THE STATE INCLUDING VOLUSIA COUNTY AND THE MUNICIPALITIES SITUATED THEREIN; RECOGNIZING A DECLARATION OF LOCAL EMERGENCY ISSUED BY VOLUSIA COUNTY, EFFECTIVE THROUGHOUT THE COUNTY INCLUDING THE MUNICIPALITIES THEREIN; RATIFYING AND AFFIRMING A DECLARATION OF EMERGENCY ISSUED BY THE MAYOR OF THE CITY OF ORMOND BEACH, EFFECTIVE THROUGHOUT THE CITY; AUTHORIZING TEMPORARY EMERGENCY ADMINISTRATIVE PROCEDURES TO FACILITATE THE PROVISION OF EXPEDITIOUS MANAGEMENT OF BUILDING PERMIT APPLICATIONS; AUTHORIZING THE ISSUANCE OF ON-SITE PERMITS FOR REPAIR OF DAMAGE CAUSED BY HURRICANE MILTON; PROVIDING FOR THE WAIVER OF

PERMIT FEES ASSOCIATED THEREWITH; PROHIBITING UNLICENSED OR UNAUTHORIZED CONTRACTORS FROM ENGAGING IN UNLICENSED OR UNAUTHORIZED ACTIVITIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE. **(FIRST AND ONLY READING)**

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

11. DISCUSSION AND DIRECTION ITEMS

A. City Attorney Evaluation

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

B. City Manager Evaluation

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

12. REPORTS, SUGGESTIONS, REQUESTS

13. ADJOURNMENT

M I N U T E S

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:01 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 #5 – Presentations and Proclamations

Item #5A – Hunter Wendelstedt

Mayor Partington presented a proclamation and Key to the City to Mr. Hunter Wendelstedt for his contributions to the community. He inquired if the Commission would be agreeable to making Mr. Wendelstedt a Goodwill Ambassador to the city; whereby, the Commission agreed by head nods.

Commissioner Briley expressed appreciation for Mr. Wendelstedt and his father, thanking them for their commitment to the city and their chosen profession.

Mr. Wendelstedt thanked the Commission for their kind words.

Item #5B – Native Plant Month

Mayor Partington presented a proclamation to Ms. Karen Walter, president of the PawPaw Chapter of the Native Plant Society, for Native Plant Month. He thanked the PawPaw Chapter for all their hard work within the community.

Ms. Walter discussed various events and organizations they are partnered with, and thanked Volusia County, the city, and Commissioner Tolland for all their support.

Item #5D – Florida City Government Week

Mayor Partington presented a proclamation to Ms. Joyce Shanahan, City Manager, for Florida City Government Week. He thanked her and city staff for all they do for the city and residents.

Commissioner Persis congratulated Ms. Shanahan on her and her staff's work.

Ms. Shanahan thanked Mayor Partington for the recognition and for city staff. She reviewed all the hard work staff did, including their work during the aftermath of Hurricane Milton.

Outback Steakhouse

Mayor Partington presented a proclamation to Mr. Forrest Read, General Manager of Outback Steakhouse, for the meal donations to the first responders and public works employees before Hurricane Milton hit. He discussed Mr. Read's previous contributions to the community.

Mr. Read thanked the Commission for their support and discussed their work within the community.

Item #4 – Recognition of Outgoing Mayor

Commissioner Briley said a few words regarding Mayor Partington's time on the City Commission as a Commissioner and Mayor. He presented Mayor Partington with a clock in recognition of his service as a Commissioner, a gavel for his time served as Mayor, and flowers to Mayor Partington's family.

Mayor Partington thanked everyone for their support over the years and presented the Commissioners, Ms. Shanahan, and Mr. Randy Hayes, City Attorney, with Keys to the City. He provided the Commissioners an Ormond Beach Observer newspaper from 2022 when they were elected to the Commission. He introduced his family and thanked them all for their support over the years.

Item #6 – Audience Remarks

Mr. Jeff Boyle, 614 North Halifax Drive, thanked Mayor Partington for all his work over the last 20 years. He discussed the difficult year the city had with many hard topics and noted the Mayor handled it wonderfully.

Mr. Ike Leary, 1 South Beach Street, expressed gratitude towards staff and Commissioner Sargent for checking on the Granada Bait Shop after Hurricane Milton and expressed support of Mayor Partington's on the Commission and wished him the best in his future endeavors.

Mr. Ed Mitchell, 195 Ormond Parkway, reviewed his history with the city and stated there was a sewage problem in his neighborhood and requested the city look into it.

Ms. Christine Uranaka, 155 Arlington Way, requested the city look into potential speed bumps on her street due to major traffic concerns; whereby, Mayor Partington stated the city did have a traffic calming program and instructed staff to provide her a contact to further discuss.

Ms. Jennifer Bright, 221 Arlington Way, expressed concerns regarding Items 8B, 8C, 8D, and 10A. She noted her concerns regarding grants for items 8B and 8C. She discussed her dissatisfaction with Item 8D, noting Valiant Modular LLC was a multimillion-dollar company and was confused regarding the city's assistance to them. She expressed frustration on Item 10A regarding the budget amendments.

Mr. Marvin Miller, 40 Riverside Drive, voiced support for Mayor Partington, wishing him and Commissioner Persis the best with the upcoming election.

Ms. Becky Parker, 211 John Anderson Drive, thanked Mayor Partington for his partnership and support of Ormond Beach MainStreet over the years and wished him the best moving forward.

Ms. Connie Colby, 108 Roble Lane, discussed her history with the city and Mayor Partington. She discussed the flooding in her neighborhood from Hurricane Milton and requested the city look into clearing out the manholes more often to help prevent flooding.

Mr. Jim Cameron, 39 Laurel Oaks Circle, stated there was flooding on his street after Hurricane Milton, noting it had receded, and thanked staff for their hard work after the storm.

Volusia County School Board Member Carl Persis, 3 Tidewater Drive, reminisced of events he attended with Mayor Partington, the hard work it takes to be Mayor, and wished him all the best in his future endeavors.

Item #7 – Approval of Minutes

Mayor Partington advised the minutes from the October 2, 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 Sargent stated he would like to correct a statement he made at the October 2, 2024 City Commission meeting; noting in his closing comments were, *"He discussed Ms. Bright's comments regarding the reports on the website, clarifying they were not over a year old but a few months old."* Commissioner Sargent clarified the reports were older than a few months old.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of the October 2, 2024, City Commission meeting minutes as corrected.

The motion passed by voice vote.

Item #8 – Consent Agenda

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

Commissioner Persis moved, seconded by Commissioner Briley, for approval of the Consent Agenda.

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

Comments on the Consent Agenda

Commissioner Persis expressed support of Item 8K regarding the 2025 Health Savings Account funding.

Commissioner Briley, Commissioner Tolland, and Mayor Partington congratulated Mr. Wendelstedt on Item 8A regarding his appointment as a city Goodwill Ambassador.

Commissioner Sargent discussed his research on Item 8B regarding the United States Department of Justice Fiscal Year 2024 Edward Byrne Justice Assistance Grant application submittal for license plate readers, and requested the city consider some factors when putting the item out to bid. He inquired when the last time the insurance items were bid out and requested staff look into.

Item #9 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #9A – Land Development Code Amendment, Electronic Changeable Copy Signage

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-30

AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, BUSINESS PREMISES SIGNS, SUBSECTION G, ELECTRONIC CHANGEABLE COPY SIGNS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY EXPANDING THE ALLOWANCE OF ELECTRONIC CHANGEABLE COPY SIGNS, AND ESTABLISHING CONDITIONS OF OPERATIONS AND PERMITTING STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF;

PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, explained the item was requesting an amendment to the electronic changeable copy signage at the request of the City Commission. He noted the Planning Board formed the amendment recommendation over three meetings and reviewed the main four points from the amendment.

Commissioner Briley moved, seconded by Commissioner Sargent, to approve Ordinance No. 2024-30, on first reading, as read by title only.

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

Item #9B – Land Development Code Amendment, Outdoor Activities

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-31

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (W), OUTDOOR ACTIVITIES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE THE CONDITIONS AND PERMITTING REQUIREMENTS FOR OUTDOOR ACTIVITIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker stated the request was to amend the Land Development Code for outdoor activities. He reviewed the outdoor activities allowed and the amended allowed uses. He noted the Planning Board recommended approval with a six to zero vote.

Commissioner Persis moved, seconded by Commissioner Sargent, to approve Ordinance No. 2024-31, on first reading, as read by title only.

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

Item #9C – Partial Street Vacation, Corbin Avenue within Cassen Park, Notice of Intent

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-195

A RESOLUTION DECLARING THE INTENTION OF THE ORMOND BEACH CITY COMMISSION TO CONSIDER VACATING A PORTION OF CORBIN AVENUE, A PLATTED PUBLIC RIGHT-OF-WAY WITHIN THE PROPERTY LOCATED AT 1 SOUTH BEACH STREET (VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBER: 4215-14-03-0010), KNOWN AS “CASSEN PARK”; ESTABLISHING A TIME CERTAIN FOR A PUBLIC HEARING; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the request was for a partial right-of-way vacation, noting it went through Cassen Park and the goal of the vacation was to vacate the right-of-way as part of the Cassen Park redevelopment project. He reviewed the process if the item was approved.

Commissioner Briley moved, seconded by Commissioner Persis, to approve Resolution No. 2024-195, as read by title only.

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

	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Item #9D – Cassen Park, Special Exception Redevelopment Plan

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-196

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REDEVELOPMENT PLAN REGARDING CASSEN PARK, LOCATED AT 1 SOUTH BEACH STREET; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the Special Exception was related to the setbacks, rights-of-way, and variances needed. He noted the Planning Board recommended approval with a seven to zero vote.

Commissioner Tolland expressed support of the items; whereby, Commissioner Briley, Commissioner Persis, and Mayor Partington agreed.

Mr. Jim Cooksey, 1230 North U.S. Highway 1, unincorporated Volusia County, thanked staff for notifying him, as a property owner within 300 feet of the park, of the proposed changes. He stated he had no objections to the items. He provided a handout to the Commission and discussed submerged properties and potential sale of his property.

Commissioner Persis reviewed highlights from the Cassen Park redesign project.

Commissioner Briley moved, seconded by Commissioner Sargent, to approve Resolution No. 2024-196, as read by title only.

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

Mayor Partington closed the Public Hearings.

Item #10 – First Reading of Ordinances

Item #10A – Fiscal Year 2023-2024 Budget Amendments

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-32

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-2024 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); RECREATION FACILITY FEE FUND (115); FINANCING DEBT SERVICE FUND (205); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); LEISURE SERVICES CAPITAL FUND (322); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WEST ORMOND REUSE IMPACT FEE FUND (433); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BONDS; AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

Ms. Kelly McGuire, Finance Director, explained all the annual amendments and why they were needed; whereby Mayor Partington stated the amendments were done every year to true-up the budget for transparency purposes.

Ms. Bright noted she stated her opinion on the item during Audience Remarks.

Ms. Colby stated she did not understand the fuel farm analysis item under the Transportation Fund and requested further explanation; whereby, Mayor Partington stated it was for a study to better understand the impacts to the city of a fuel farm in or near the city.

Commissioner Persis moved, seconded by Commissioner Briley, to approve Ordinance No. 2024-32, on first reading, as read by title only.

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

Item #10B – Amendment to Police Officers' Pension Ordinance

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-33

AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-74, FINANCES AND FUND MANAGEMENT; ESTABLISHMENT AND OPERATION OF FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2024-33, on first reading, as read by title only.

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

Item #10C – Declaration of Local Emergency - Hurricane Milton

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-34

AN ORDINANCE RECOGNIZING A DECLARATION OF EMERGENCY ISSUED BY THE GOVERNOR OF THE STATE OF FLORIDA, EFFECTIVE THROUGHOUT THE STATE INCLUDING VOLUSIA COUNTY AND THE MUNICIPALITIES SITUATED THEREIN; RECOGNIZING A DECLARATION OF LOCAL EMERGENCY ISSUED BY VOLUSIA COUNTY, EFFECTIVE THROUGHOUT THE COUNTY INCLUDING THE MUNICIPALITIES THEREIN; RATIFYING AND AFFIRMING A DECLARATION OF EMERGENCY ISSUED BY THE MAYOR OF THE CITY OF ORMOND BEACH, EFFECTIVE THROUGHOUT THE CITY; AUTHORIZING TEMPORARY EMERGENCY ADMINISTRATIVE PROCEDURES TO FACILITATE THE PROVISION OF EXPEDITIOUS MANAGEMENT OF BUILDING PERMIT APPLICATIONS; AUTHORIZING THE ISSUANCE OF ON-SITE PERMITS FOR REPAIR OF DAMAGE CAUSED BY HURRICANE MILTON; PROVIDING FOR THE WAIVER OF PERMIT FEES ASSOCIATED THEREWITH; PROHIBITING UNLICENSED OR UNAUTHORIZED CONTRACTORS FROM ENGAGING IN UNLICENSED OR UNAUTHORIZED ACTIVITIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE. **(FIRST AND ONLY READING)**

Commissioner Sargent moved, seconded by Commissioner Briley, to approve Ordinance No. 2024-34, on the first and only reading, as read by title only.

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

Item #11 – Discussion and Direction Items

Item #11A – City Attorney Evaluation

Commissioner Briley thanked Mr. Hayes for his work.

Commissioner Persis read her comments from her review of Mr. Hayes.

Commissioner Tolland stated Mr. Hayes was knowledgeable, approachable, and a fierce protector of the community and expressed support of Mr. Hayes.

Commissioner Sargent noted there were many community issues over the last year and thanked Mr. Hayes and Ms. Shanahan for their guidance and leadership.

Mayor Partington stated it was a pleasure working with Mr. Hayes over the years and discussed his extensive knowledge.

Mr. Hayes thanked everyone for their comments, noting his success was dependent upon the cohesive leadership of the Commission.

Item #11B – City Manager Evaluation

Commissioner Persis read her comments from her review of Ms. Shanahan.

Commissioner Briley expressed appreciation of Ms. Shanahan.

Commissioner Tolland stated Ms. Shanahan was a caring leader and thanked her for her work on tough issues that were presented to the Commission. She expressed support of Ms. Shanahan's participation in other organizations within the community.

Commissioner Sargent echoed his early comments from Item 11A.

Mayor Partington noted the collaboration between Mr. Hayes, Ms. Shanahan, and their staff. He discussed the great things he heard about Ms. Shanahan from the community, organizations she served on, and other municipalities.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of the City Attorney and City Manager evaluations.

Ms. Shanahan thanked the Commission for their thoughtful leadership and for city staff.

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

Mayor Partington inquired if any members of the Commission would be interested in directing staff to bring back comparable salary data for the City Manager and City Attorney to determine potential raises.

Commissioner Persis moved, seconded by Commissioner Tolland, directing staff to gather information for future discussion regarding the City Manager and City Attorney.

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

Carried. Mayor Partington Yes

Item #9 – Reports, Suggestions, Requests

Hurricane Milton
Ms. Shanahan provided updates regarding Hurricane Milton, discussed the improvements since the last storm, issues that were identified and would need to be addressed. She discussed the number of residences that flooded and the loss of life incidences. She thanked all staff who assisted before and after the storm.

Commissioner Sargent inquired when the hauler would start picking up debris within the city; whereby, Ms. Shanahan stated Crowder-Gulf would have trucks in town by Friday, October 18, 2024.

Mr. Shawn Finley, Assistant City Manager, reviewed the issues behind getting the hauler trucks to the city, noting the city had three trucks certified and had staff starting to pick up debris. He discussed the Governor's Executive Order and how the city was working to comply.

Commissioner Briley thanked staff for their work with Hurricane Milton and the work they continue to do. He expressed sorrow for the loss of lives during the storm.

Commissioner Tolland commended those who worked filling sandbags before the storm and Public Information Officer Jenn Elston, for pushing all the information via social media. She thanked all staff, first responders, and City Manager for their work during the storm.

Commissioner Sargent expressed gratitude for all of staff's work before, during, and after the storm. He discussed his meeting with the Chief Executive Officer of Florida Power & Light. He requested staff look into the city's culverts to see how they can be improved to assist with flooding. He inquired if staff could look into creating an inlet in the Highbridge Road area to ease the constant flooding from storms in the area; Commissioner Persis and Mayor Partington were supportive of the request.

Commissioner Persis thanked staff for all their work surrounding the hurricane and expressed condolences for those who lost their lives during the storm.

Mayor Partington discussed the issues before the storm hit Ormond Beach, discussed the number of residents who had water intrusion during the storm, and requested staff continue pushing for the funding for the Fleming Avenue drainage pump project. He expressed sympathies for the loss of lives that occurred during the storm.

Mayor Partington
Ms. Shanahan thanked Mayor Partington for his support and hard work, noting he would be missed.

Mr. Hayes expressed support of Mayor Partington and discussed their work together over the last 20 years.

Commissioner Briley congratulated Mayor Partington for his time serving on the City Commission, thanked him for his service to the community, and wished him the best in his future endeavors.

Commissioner Tolland thanked Mayor Partington for all his work on the Commission and wished him the best.

Commissioner Sargent expressed gratitude towards Mayor Partington for his leadership and community contributions.

Commissioner Persis reviewed her background with the Partington family, expressed excitement for his future, and thanked him for his service to the city.

Mayor Partington thanked the Commission for their support over the last few years and for their kind words.

Events, Updates, Congratulations, and Requests
Ms. Shanahan provided details on upcoming events around the city.

Ms. Claire Whitley, Assistant City Manager, discussed the City Attorney and City Manager reviews, noting her support of the high marks. She expressed support of Mayor Partington and his leadership with the City Attorney and City Manager. She thanked the Commission for their support of the employee health insurance benefits and noted the insurance items would go out to bid every couple years to maintain the competitive costs. She stated she would bring the pay compensation comparison back to the Commission for their review.

Commissioner Briley requested a workshop to discuss the removal of dangerous trees on residential properties; whereby, Commissioner Tolland stated the topic could be included with the current landscape ordinance review discussions.

Mr. Spraker discussed the regulations around tree removal, noting it could be included in the landscape discussion that would be brought before the Commission.

Mayor Partington stated there should be an educational aspect for residents as well. He inquired if the code could include an aspect where video or photographic evidence could be provided.

Commissioner Briley discussed the events he attended and congratulated Mr. Wendelstedt. He expressed support of the City Commission and the comradery between everyone.

Commissioner Tolland thanked the Pawpaw Chapter for accepting the proclamation and the Commission for their support of native plants. She discussed events she attended and provided updates.

Commissioner Sargent discussed the events he attended and commended Leisure Services for getting fields back up to be played on.

Commissioner Persis discussed the events she attended and provided updates. She thanked Mr. Wendelstedt for agreeing to be a Goodwill Ambassador.

Mayor Partington discussed events he attended and provided updates. He thanked the Commission for their commitment to education.

Item #10 – Adjournment

The meeting was adjourned at 9:24 p.m.

APPROVED: November 6, 2024

BY: _____
Harold Briley, Deputy Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 7.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-150
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Work Authorization - Mead & Hunt, Construction Admin Services, Water Reclamation Facility, UV Disinfection Conversion Project		
Summary:	This is a request for the City Commission to approve a Work Authorization with Mead & Hunt, for construction administration services for the WRF UV Disinfection Conversion Project. On September 18, 2024, the Commission approved the bid award for the WRF UV Disinfection Conversion Project, Bid No. 2024-24. The work consists of the temporary bypass of the existing chlorine contact chambers to facilitate UV equipment installation, installation and tie-in of secondary FP&L electric feeder as required by the FDEP, modifying existing chlorine contact channel to accommodate installation of UV disinfection modules, building UV electrical equipment room with SCADA controls, replacement of reuse transfer pumps, and the demolition of abandoned chemical feed structures, systems, and related components. The advanced wastewater treatment process at the WRF utilizes sodium hypochlorite to provide disinfection within the chlorine contact chambers. The use of chlorine requires constant monitoring to ensure disinfection and minimization of disinfection byproducts. Recent volatility in the chemical market had a dramatic effect on the operating cost of the system. Staff explored the use of alternate methods for disinfection of the wastewater and are proposing the conversion of the chlorine contact chambers to UV treatment through the installation of a UV light treatment system. This project will result in long term cost savings in operation and maintenance. Staff negotiated a scope of work and cost with Mead & Hunt to provide construction administration services in the amount of $236,135. The services provided by Mead & Hunt will supplement the work of City staff in the oversight of the construction of this project. Included in this		

	proposal will be a dedicated on-site construction manager from Mead & Hunt who will provide coordination of all activities by the contractor, be the point contact for businesses and property owners within the project area, prepare notifications for delivery to stakeholders and distribution through appropriate channels, as well as immediate quality control of the workmanship by the contractor. The proposed fee is 3.4% of the construction contract amount of $6,904,700, which is consistent with other projects of this nature. The City project manager will provide additional oversight of the project in conjunction with the City engineering inspector.
Financial Impact:	The proposed conversion was included in the State of Florida's Fiscal Year 2022-2023 budget for funding through the Florida Department of Environmental Protection (FDEP). The grant provides for a 50% match of funds to complete construction, up to $1,500,000. Funding will be provided through the FDEP Grant of $1,500,000 and Fund 446 - 2004 Water & Wastewater Bond Projects fund for the remaining portion. Upon completion, chemical purchases will be reduced, resulting in operational savings.
Citizen Impact:	UV is a very cost-effective and reliable technology that protects the public against pathogenic microorganisms, including protozoa, bacteria and viruses.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization with Mead & Hunt for the Construction Administration Services for the City's WRF UV Disinfection Conversion Project, for the not to exceed amount of $236,135 unless otherwise directed.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24-150 WRF UV Conv-Mead&Hunt (P24-0163G) 2. Mead Hunt Work Authorization
Approval:	Kelly McGuire, Finance Director 10/17/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/17/2024 Joyce Shanahan, City Manager 10/22/2024

RESOLUTION NO. 2024-150

A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE WATER RECLAMATION FACILITY ULTRAVIOLET CONVERSION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Mead & Hunt, Inc., an engineering firm under continuing contract with the City, to provide construction administration services regarding the Water Reclamation Facility ultraviolet conversion project ("the Project") in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Mead & Hunt, Inc. to provide construction administration services for the aforedescribed project at a cost not to exceed $236,135.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Commission concurs in the said determination and recommendation, and

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the Water & Sewer Bond Fund (446) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by Mead & Hunt, Inc. to provide construction administration services regarding the Water Reclamation Facility ultraviolet conversion project at a cost not to exceed $236,135.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Mead & Hunt, Inc. to provide construction administration services for the Project at the said price, and to pay the cost therefor from the Water & Sewer Bond Fund.

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

APPROVED AND AUTHENTICATED this 6th day of November, 2024.

_____
HAROLD BRILEY
Deputy Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated May 21, 2024 between the City of Ormond Beach, Florida, and Mead & Hunt, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: WRF UV Conversion – Construction Phase Services

Project Description: To provide construction phase services for the WRF Ultraviolet Conversion construction project to include, project management, construction engineering and inspection services, construction observation, and project closeout, as detailed in the attached scope of services and fee schedule.

Estimated Project Construction Cost: $6,905,000

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Project Management	Fixed Fee	$20,898.00
Construction Engineering & Inspection	Fixed Fee	$140,764.00
Construction Observation	Fixed Fee	$59,784.00
Project Closeout	Fixed Fee	$14,189.00
Reimbursable Expenses	Actual Cost	$500.00
Total Fee Authorized:	**Not To Exceed**	**$236,135.00**

Funding Source: Water & Sewer Bond Fund (446)

Estimated Time for Completion: Through Duration of Construction

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Bill Partington
Mayor

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
MEAD & HUNT, INC.

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

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.

September 30, 2024

George Lavatelli, PE
Senior Engineer
City of Ormond Beach
501 N. Orchard Street
Ormond Beach, FL 32174

Email: George.lavatelli@ormondbeach.org
Hard Copy Mailed Only on Request

Subject: City of Ormond Beach WRF U/V Conversion Technical Services During Construction
Scope of Services and Fee Estimate

Dear George,

We are pleased to present the enclosed revised scope of services and fee estimate for construction phase services associated with the U/V Disinfection Conversion project. The attached scope of services describes, in detail, what our firm understands to be required for technical services during construction, through project closeout.

Mead & Hunt designed and permitted the U/V conversion disinfection project and will serve as the Engineer of Record through construction and permit closeout. This is a challenging project and will require maintenance of operations and disinfection throughout the construction process. Our engineering and CEI staff are immediately available to perform this work. We are currently providing construction engineering and inspection (CEI) services for a similar project under construction in DeLand, Florida and have a thorough understanding of the process. Bids were received on July 31, 2024, and the apparent low bid amount from SGS Contracting Services, Inc. in the amount of $6,904,700.

We appreciate this opportunity to continue to be of service. If you have questions or require additional information, please contact our office at any time.

Sincerely,
MEAD & HUNT, Inc.

Brad T Blais, P.E.
Vice President/Client Manager

Noah Adamoski
Construction Services Supervisor

BTB/NJA;bf

Enclosure Scope of Services and fee estimate

CITY OF ORMOND BEACH
SCOPE OF SERVICES
FOR
WRF UV CONVERSION CEI SERVICES

This Task Order is in conformance with the Continuing Contract for Continuing Contract for Water and Reuse Distribution / Wastewater Collection and Water Supply and Treatment Services, RFQ 2023-16, dated May 21, 2024, between the City of Ormond Beach (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL
The project involves installation of a new Ultraviolet (UV) system and associated electrical equipment within the existing chlorine contact chamber (CCC) at the City of Ormond Beach WRF. This project also consists of constructing a new electrical building for the UV systems PDC's, demolishing the existing chemical storage building, new effluent transfer pumps, and demolishing the front half of the CCC as shown in the plans.

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

PHASE 1 – PROJECT MANAGEMENT

Project Coordination
MEAD & HUNT's Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 16-month project duration. The PM will manage the development of project work and subconsultant efforts.

PHASE 2 – SERVICES DURING CONSTRUCTION

MEAD & HUNT will provide the following CEI services to the OWNER:

Deliverables – Issued for Construction Documents
- Issued for Construction Drawings
- Issued for Construction Specifications

Pre-Construction Meeting
MEAD & HUNT will coordinate and preside over the pre-construction meeting with the OWNER, contractor, and other project stakeholders. MEAD & HUNT will prepare agenda and distribute to all

invitees prior to meeting. MEAD & HUNT will prepare meeting summary and distribute meeting summary to all attendees.

Deliverables – Pre-Construction Meeting

- Meeting Agenda and Summary

Notice to Proceed

MEAD & HUNT will issue the notice to proceed (NTP) to the contractor on behalf of the OWNER.

Deliverables – Notice to Proceed

- Notice to Proceed Letter

Progress Meetings

MEAD & HUNT will coordinate and preside over construction progress meetings. MEAD & HUNT will prepare agendas, meeting summaries, and distribute to all attendees.

Deliverables – Progress Meetings

- Monthly progress meeting agendas and summaries

Construction Submittals

MEAD & HUNT will receive, review, and respond to Contractor construction submittals and resubmittals for conformance with construction and contract requirements. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by the Contractor, or to safety precautions and programs.

MEAD & HUNT will receive, review, and respond to Contractor assembled submittals for operations and maintenance manuals, guarantees, and certificates of inspection (for general contents as required by the Contract documents). These are included in the construction submittals count noted above.

MEAD & HUNT will maintain a log of submittals with submittal number, submittal name, date received, reviewer, action taken, and date returned. MEAD & HUNT will review and return shop drawings within fourteen (14) calendar days of receipt of the submittal. Contractor requests for substitute materials and/or equipment shall be reviewed during submittal process and MEAD & HUNT will provide a recommendation on the submittal response to the OWNER.

Deliverables – Construction Submittals

- Construction submittal review packages
- Submittal log

Requests for Information (RFI's)

MEAD & HUNT will receive and respond to contractor RFI's related to clarification of the contract documents, design intent, or field conditions. MEAD & HUNT will prepare and maintain a RFI log, noting the date received, subject, resolution and date response was returned to the contractor.

Deliverables – RFI's

- RFI response packages
- RFI response log

Field/Change Orders

MEAD & HUNT will prepare, issue, and coordinate field order's, requests for proposals (RFP's), and change orders in coordination with the OWNER. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will provide assistance during negotiations of contractor cost proposals and will review claims and provide recommendations to the OWNER.

Deliverables – Field/Change Orders

- Field and change order packages and supporting documentation
- Field and change order log

Pay Applications

MEAD & HUNT will review monthly payment applications from the contractor and provide a written recommendation for payment to the OWNER based on construction progress. MEAD & HUNT will review pay application supporting documentation, including updated construction schedules, record drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables – Pay Applications

- Pay application recommendations

PHASE 3 – CONSTRUCTION OBSERVATION

MEAD & HUNT will supply a resident project representative (RPR) for construction observation and documentation for the expected ten months of actual construction activity. At this time, the needed construction observation efforts are estimated to be eight (8) hours per week. The duration and amount of work effort may vary based on the contractor's efforts and the OWNER's needs. The RPR will observe the construction activities, review conformance with contract documents, observe quality assurance testing, maintain a detailed log including red-line construction drawings, field verify work quantities, and collect/forward and verify resolution of resident/property owner complaints. These efforts will be documented in electronic reports of construction and will include construction photographs. Quality control will be completed by an Inspection Supervisor and the Project Manager in the form of field visits and work product review.

Deliverables – Construction Observation

- Reports of Construction
- Construction Photographs
- Red-Line Construction Drawings

PHASE 4 – PROJECT CLOSEOUT

Substantial and Final Completion

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. RPR will document punchlist items at both substantial and final walkthroughs and verify completion of punchlist items before final closeout.

Deliverables – Substantial and Final Completion

- Substantial completion punchlist items (electronic PDF format)
- Final completion punchlist items (electronic PDF format)

As-Built Review and Record Drawings

MEAD & HUNT will review contractor final as-builts for compliance with the contract documents.

Deliverables – As-Built Review and Record Drawings

- Acceptable Contractor as-builts (electronic PDF and AutoCAD format)

PHASE 5 – REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, etc. It is assumed permit application fees will be paid by the OWNER.

EXCLUSIONS

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

SCHEDULE

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

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
Phase 1 – Project Management	*480 days*	*Receipt of notice to proceed*
Kick-off Coordination	*30 days*	*Receipt of notice to proceed*
Phase 2 – Construction Engineering and Inspection (CEI) Services	*480 days*	*OWNER award to Contractor*

Phase 3 – Construction Observation	*300 days*	*Construction start*
Phase 4 – Project Closeout	*30 days*	*Substantial completion by contractor*
Phase 5 – Reimbursables	*480 days*	*Receipt of notice to proceed*

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

COMPENSATION

The proposed fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$20,898*	*Lump Sum*
Phase 2 – Services During Construction	*$140,764*	*Lump Sum*
Phase 3 – Construction Observation	*$59,784*	*Time & Expenses*
Phase 4 – Project Closeout	*$14,189*	*Lump Sum*
Subtotal	***$235,635***	
Phase 5 – Reimbursables	*$500*	*Actual*
TOTAL	***$236,135***	

AUTHORIZATION:

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

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

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

Mead & Hunt

CITY OF ORMOND BEACH
U-V CONVERSION
WRF
ESTIMATED MANHOUR SCHEDULE
September 30, 2024

Phase	Description	Senior Client/Project Manager	Project Engineer	Engineer II	Technician III	Administrative Assistant	Administrative Assistant	Technician IV	Mileage	Total Task ($)
	Hourly Rate	$ 309.00	$ 239.00	$ 172.00	$ 159.00	$ 114.00	$ 114.00	$ 177.00		
1	**Project Management**									
	Project Coordination	15	19	36			40			$ 19,928.00
	Internal Kick-Off Meeting		1	2	1	2				$ 970.00
	Subtotals	**15.0**	**20.0**	**38.0**	**1.0**	**2.0**	**40.0**	**0.0**		**$ 20,898.00**
2	**Construction, Engineering, and Inspection (CEI) Services**									
	Issued for Construction Documents	2		4		2		2		$ 1,888.00
	IFC QAQC	2	4	2						$ 1,918.00
	Pre-Construction Meeting	2	4	2	2	8				$ 3,148.00
	Notice to Proceed	2				1				$ 732.00
	Progress Meetings	30	60	60						$ 33,930.00
	Construction Submittals	25	35	40		30				$ 26,390.00
	Requests for Information (RFI's)	16	20	20		40				$ 17,724.00
	Field/Change Orders	8	8	9		10				$ 7,072.00
	Pay Application	16	10	10		60				$ 15,894.00
	Site Visits	40	40	59						$ 32,068.00
	Subtotals	**143.0**	**181.0**	**206.0**	**2.0**	**151.0**	**0.0**	**2.0**		**$ 140,764.00**
3	**Construction Observation**									
	Resident Project Representative (47 weeks @ 8 hr/week)				376					$ 59,784.00
	Subtotals	**0.0**	**0.0**	**0.0**	**376.0**	**0.0**	**0.0**	**0.0**		**$ 59,784.00**
4	**Project Closeout**									
	Substantial Completion	3	3	3	3	2				$ 2,865.00
	Final Completion	3	2	4	3	2				$ 2,798.00
	Final As-Built Review	2	2	3		2				$ 1,840.00
	Record Drawings		1	2		2	15	15		$ 5,176.00
	Record Drawing QAQC	3	1	2						$ 1,510.00
	Subtotals	**11.0**	**9.0**	**14.0**	**6.0**	**8.0**	**15.0**	**15.0**		**$ 14,189.00**
	TOTAL ALL TASKS	**169.0**	**210.0**	**258.0**	**385.0**	**161.0**	**55.0**	**17.0**		**$ 235,635.00**
									Lump Sum Total	**$ 235,635.00**
5	**Subconsultant/Reimbursables Breakdown:**								Subs/Reimbursables	$ 500
	Description	Amount								
									GRAND TOTAL	**$ 236,135**
	Printing/Reproduction/Postage	$ 500.00								
	Total	**$ 500.00**								

City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 7.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-197
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Work Authorization - Construction Management Services, Performing Arts Center Roof Repair		
Summary:	The Ormond Beach Performing Arts Center serves as a vital cultural hub for the community, hosting national, regional, and local theatrical troupes, schools, dance programs, concerts and seminars. The facility is equipped with a professional sound, stage, lighting and backstage equipment to serve general performance needs. A portion, approximately 2,700 square feet, of the Performing Arts Center roof (over the rehearsal and dressing rooms) has recently been experiencing roof leaks and requires repair. Staff contacted Hall Construction Company who submitted a proposal for repairs using an elastomeric silicone roof coating to be applied over the existing roof material. The product to be used has a 10-year coating warranty. In 2022, the City Commission approved a contract with Hall Construction Company, Inc., for Construction Management Services on a Continuing Contract Basis. Under this contract, Hall Construction acts as a General Contractor and contracts with specialty subcontractors through a competitive bidding process. Hall Construction has submitted a Guaranteed Maximum Price of $34,144 for the project, which includes the construction management fee.		
Financial Impact:	Funding for this project was included in the FY 2023-2024 budget of Fund 317 - Facilities Renewal and Replacement Fund. If the project is approved, the funding will need to be reapproriated to the FY 2024-2025 budget through the year-end budget amendment process.		
Citizen Impact:	The Performing Arts Center offers an array of activities and events to the community and houses multiple staff. It is imperative to have a roof free of water intrusion, especially as the interior is still under		

	construction. This remediation will allow time to budget for a full replacement in the near future.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization for the Performing Arts Center Roof Repair to Hull Construction Company for the price of $34,144.
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279
Attachments:	1. 24-197 PAC roof repair-Hall Constr (P24-0177G) 2. Hall Const PAC Roof Repair
Approval:	Kelly McGuire, Finance Director 10/16/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/17/2024 Joyce Shanahan, City Manager 10/22/2024

RESOLUTION NO. 2024-197

A RESOLUTION ACCEPTING A PROPOSAL FROM HALL CONSTRUCTION CO., INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE PERFORMING ARTS CENTER ROOF REPAIR PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Hall Construction Co., Inc., an engineering firm under continuing contract with the City, to provide construction management services regarding the Performing Arts Center roof repair project ("the Project") in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Hall Construction Co., Inc. to provide construction management services for the aforedescribed project at a cost not to exceed $34,144.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Commission concurs in the said determination and recommendation, and

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the Facilities Renewal & Replacement Fund (317) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by Hall Construction Co., Inc. to provide construction management services regarding the Performing Arts Center roof repair project at a cost not to exceed $34,144.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Hall Construction Co., Inc. to provide construction management services for the Project at the said price, and to pay the cost therefor from the Facilities Renewal & Replacement Fund.

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

APPROVED AND AUTHENTICATED this 6th day of November, 2024.

_____
HAROLD BRILEY
Deputy 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 Hall Construction Co., Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Performing Arts Center - Roof Repair

Project Description: To provide Construction Management services for repair of the flat roof over the Performing Arts Center rehearsal and dressing rooms, approximately 2,700 square feet, as detailed in the attached proposal dated August 28, 2024.

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
PAC Roof Repair	Guaranteed Maximum Price	$34,144.00
Total Fee Authorized:	**Not to Exceed**	**$34,144.00**

Funding Source: Facilities R & R Fund (317)

Estimated Time for Completion: 30 Days from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Bill Partington
Mayor

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

\

ACCEPTED:
HALL CONSTRUCTION CO., INC.

By: _____
Andrew Hall
President

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.

902 S Nova Rd.
Daytona Beach, FL 32114
386.252.2526
www.hallconstruction.com

28 August 2024

Performing Arts Center – Roof Repair
399 US-1
Ormond Beach, FL 32174

Proposal #: 24-055

Attention: Mr. Alex Schumann

We offer this proposal to furnish Construction Management Services for the repair of the roof area highlighted in our proposal at the Ormond Beach Performing Arts Center.

1.	General Conditions	$3,355
2.	Labor and material to apply the roof coating to the area highlighted in the attached proposal	$24,771
3.	CM Fee, Bond fee & Insurance	$6,017

Total GMP …… …… $34,144

Clarifications / Exclusions:

- Payment and Performance Bond included
- Excludes all risk property insurance, which is typically purchased by property owner.
- Excludes any additional work by government agencies upon approval of building permit or during inspections.

We propose the above for the GMP amount of thirty-four thousand & one hundred & forty-four dollars **($34,144).**

Thank you for the opportunity to submit this proposal. If I can provide any additional information, please do not hesitate to contact us.

Sincerely,

Andrew Hall
President

Ormond Performing Arts Center - Roof Repair
GMP Cost Breakdown

Item	Description	Rate $/mh	MH	Subcontractor	Materials	SUBTOTAL
1	**General Conditions**				$3,355.00	$3,355.00
2	**Roofing Sub**					
	roof coating			$ 24,771.47		$ 24,771
3	**CM Fee, Bond & Insurance**					
	Liability Insurance					$422
	Bond					$1,142
	CM Fee					$4,454
					TOTAL	**$34,144**

City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 7.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-198
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Sole Source - Water Reclamation Facility, Self-Cleaning Barscreen Rebuild		
Summary:	This is a request for authorization of a sole source purchase from Parkson for a Rebuild/Retrofit of 1 of the Aqua Guard Continuous Self-Cleaning Barscreen units at the City's Water Reclamation Facility (WRF). The WRF utilizes 2 Parkson barscreen units at the headworks of the facility. The purpose of these screen units is to remove any materials larger than 6 mm in size from the wastewater entering the plant. Having these screens in operation aids in reducing the amount of solids and debris that other plant equipment has to deal with, thereby reducing the overall wear and tear on other machines. Barscreens further aid in reducing the amount of material that accumulates in the WRF's treatment basins over time. These screens operate on a continuous basis: 24 hours a day, 7 days a week. As a result of operating under extreme conditions, the screens get worn down over time and need to be periodically rehabilitated in order to maintain the level of service they are expected to provide. This quote is for rehab of the second screen unit at the WRF. Parkson has met the City's barscreen needs in the past and has provided written confirmation indicating they are the only authorized vendor in the State of Florida for the OEM (original equipment manufacturer) parts for the Parkson Barscreen products. The intent to utilize a sole source vendor was advertised via Demandstar on August 20, 2024.		
Financial Impact:	Funding in the amount of $179,817 for Rebuild/Retrofit of 1 Aqua Guard Barscreen unit is included in the FY 2024-2025 budget within Fund 409 - Water and Wastewater Renewal and Replacement, General Facility and System Upgrades.		

Citizen Impact:	Maintenance, repair, or replacement of critical equipment at the City's WRF is required for the City to remain in compliance with its Florida Department of Environmental Protection (FDEP) WRF's Operation Permit. Continuous operation of the facility is crucial to the residents who utilize this service. There will be minimal impacts to the public or traffic during the rebuild process.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the sole source purchase of Rebuild/Retrofit of one barscreen unit at the City's Water Reclamation Facility.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24-198 Bar Screen Rebuild-Parkson (P24- 0170G) 2. Quote Ormond BeachFL Rebuild 201121 2024-8-16 3. Sole Source Letter (Ormond Beach) 2024 4. Sole Source Form - Parkson 5. Parkson Agreement 2024
Approval:	Kelly McGuire, Finance Director 10/16/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/17/2024 Joyce Shanahan, City Manager 10/22/2024

RESOLUTION NO. 2024-198

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PARTS AND SERVICE FROM PARKSON CORPORATION FOR THE CITY'S AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN AT THE WATER RECLAMATION FACILITY; AUTHORIZING THE EXECUTION OF A CONTRACT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City's Water Reclamation Facility houses two Aqua Guard self-cleaning bar/filter screens which operate on a continuous basis, and

WHEREAS, the second unit has become worn down and is in need of rehabilitation (the first unit having been serviced in 2023), and

WHEREAS, Parkson Corporation is the sole source provider for parts and service that are compatible with the City's existing Aqua Guard self-cleaning bar/filter screen, and therefore, this purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of parts and service from Parkson Corporation at a cost of $179,817.00, and

WHEREAS, the City Manager has certified that the money for the payment of the parts and services has been appropriated to the credit of the Water and Wastewater Renewal and Replacement Fund (409) and is not appropriated for any other purpose, and

WHEREAS, the City Commission concurs in the said determination and recommendation, now therefore,

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

SECTION ONE. The City Commission hereby approves the sole source purchase of parts and service for the Aqua Guard self-cleaning bar/filter screen at the Water Reclamation Facility from Parkson Corporation in the amount of $179,817.00 and to pay the cost thereof from the Water and Wastewater Renewal and Replacement Fund.

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute a contract with Parkson Corporation for the services, a copy of said contract being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 6th day of November, 2024.

_____
HAROLD BRILEY
Deputy Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

CORPORATE OFFICE
1401 W. Cypress Creek Rd., Ste. 100
Fort Lauderdale, FL 33309
Phone 954.974.6610
Fax 954.974.6182

Quotation

NUMBER: B02011760

DATE: August 16, 2024

TO: Ormond Beach WWTP
550 N Orchard Street
Ormond Beach, FL 32174
Attn: Ron Burk
Tel:
Fax:
E-Mail: ron.burk@ormondbeach.org

REF.: Project Name:
Ormond Beach WWTP
Project Location:
Ormond Beach, FL

Original Serial #: AG-799
Rebuild #: 201121
Specification Sec.: n/a

Parkson Corporation proposes the reconditioning of your existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and is pleased to provide this ***Rebuild/Retrofit Quotation*** for the following:

ITEM 1 AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN

Existing Units: 2
Unit #: 20112104, LH
Model: **AG-S-A**

1.A Existing Equipment:

Description

Screen Width:	3’-4.5”
Solids Discharge Height:	12’
[as measured from the bottom of the channel to the discharge point]	
Screen Angle:	75 º
Screen Opening:	6 mm
Application / Industry:	Municipal

Materials of Construction

Elements:	high impact polycarbonate alloy
Frame:	304 SS
Conveyor Chain:	all 316 SS
Filter Element Shafts:	316 SS
Side Plate:	316 SS

1.B **The following parts are recommended for replacement on one (1) unit:**

AG-799 / 201121 **B02011500**
Ormond Beach WWTP
AG-S-A-75 3'4.5"x12.0', 304ss/316ss

Item Description	Quantity	Unit Price	Total Cost
Crane	2	$3,500.00	$7,000.00
Forklift	1	$2,750.00	$2,750.00
Screen Assembly	1	$83,336.00	$83,336.00
Rotating Brush	1	$3,956.00	$3,956.00
Brush Hubs	2	$1,685.00	$3,370.00
Hardware, Brush	1	$57.00	$57.00
Front Seal Assembly	1	$1,538.00	$1,538.00
Brush, 6x27 1/8x0.030, Nylon	1	$650.00	$650.00
Brush, 3x27 1/8x0.030, Nylon	1	$475.00	$475.00
Side Seal Rubber, outside,	4	$240.00	$960.00
Side Seal Rubber, inside,	1	$250.00	$250.00
Discharge Pan Seal, Neoprene	1		
Sprocket insert, Drive Shaft	20	$135.00	$2,700.00
Upper Guide Rail Assy	2	$2,825.00	$5,650.00
Middle Frame Rail, 2ft long	2	$976.00	$1,952.00
Front Guide Rail	2	$3,135.00	$6,270.00
Decatenary Rail	2	$1,885.00	$3,770.00
Rail,Lower Guide,AG-S,316	2	$1,775.00	$3,550.00
Chain, #80 Drive	1	$477.00	$477.00
Sprocket, Driven	1	$482.00	$482.00
Bushing (Driven Sprocket)	1	$177.00	$177.00
Sprocket, Drive, w/ Shear Pin Hub	1	$2,560.00	$2,560.00
Bushing (Sprocket-Driver), Q1,1.75" B.	1	$111.00	$111.00
Sprocket, Idler	1	$211.00	$211.00
Idler Shaft	1	$285.00	$285.00
Idler Tightener	1	$377.00	$377.00
Drive Chain #50, w M/L	1	$185.00	$185.00
Brush Sprocket (Driver)	1	$575.00	$575.00
Idler Sprocket (Brush Chain)	1	$320.00	$320.00
Brush Sprocket (Driven)	1	$335.00	$335.00
Bushing (Brush Sprocket-Driven), Q1,1 15/16"	1	$127.00	$127.00
Bushing (Brush Sprocket-Driver), Q1,2" B.	1	$147.00	$147.00
Idler Tightener	1	$533.00	$533.00
Idler Shaft	1	$166.00	$166.00

Take-Up Block, T-B22439H,	2	$1,635.00	$3,270.00
Flange Bearing (Brush), 1 15/16"	2	$535.00	$1,070.00
Thrust Bearing	2	$757.00	$1,514.00
Paint, Safety Blue, for bearings	1	$156.00	$156.00
Lubrication, Flex line 12"	1	$225.00	$225.00
Lubrication, Flex line 24"	1	$315.00	$315.00
Nameplates & Labels Set	1	$45.00	$45.00

ITEM 2 OFFERINGS - PURCHASE PRICE

2.A Parkson Certified On-site Rebuild with OEM Parts & Technicians (Per Unit) ……$179,817.00 USD

1. To customer/owner is responsible for thoroughly cleaning, pressure washing and disinfecting the unit prior to rebuild.
2. All parts listed in [1B] above.
3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
4. Removal and reinstallation of the unit in the channel is included.
5. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
6. City is tax exempt. City to provide exemption certificate or other documentation to Parkson in advance of initial invoice.

Rebuild / Start-Up Assistance - Included

Parkson will furnish one certified crew as required to rebuild unit, provide start-up and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for $1,400 per day plus travel and living expenses.

ITEM 3 OPTIONS FOR EXISTING UNITS(S) ONLY

1. Motor, 1HP, Baldor …… ADD……. 2,530.00 **USD**
2. Reducer, Winsmith, 9MCTD …… ADD……. 15,035.00 **USD**

ITEM 4 SCHEDULE, VALIDITY, PAYMENT TERMS

4.A Schedule

- Submittal Phase not required on this project.
- Parts availability: 16-18 weeks following receipt of acceptable written Purchase Order.
- Field/on-site rebuild will be accomplished within 6 – 8 weeks after parts are delivered to customer (depending on workload at time of PO).

4.B Validity:

Price is valid until November 30th, 2024, for shipment of Equipment within the timetable stated above.

4.C Payment Terms:

90% net 30 days upon shipment of parts to site, 10% upon rebuild completion, not to exceed 90 days after shipment of parts should rebuild be delayed by other than Parkson. Payment terms for parts only without any factory labor or field service is 100% net 30 days from shipment.

ITEM 5 WARRANTY, DRAWINGS & MANUALS

5.A Mechanical Warranty:

1. As defined in Section XVI (see attached link under terms and conditions) Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the Aqua Guard screen by a) factory certified rebuild, b) on-site certified rebuild, or c) on-site supervised, certified rebuild.

2. Installation labor of parts or parts not ordered as part of a rebuild package have a 90-day warranty.

5.B Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

1. Approval Drawings: Not required
2. Certified Drawings: Not required
3. IO&M Manuals: Not required

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: *http://www.parkson.com/files/documents/AFRM-terms.pdf*

PATENTS:

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

CLARIFICATIONS AND EXCEPTIONS:

Parkson is not in receipt of any plans and specifications. The equipment quoted above is based upon Parkson's current standards and may or may not comply with any specification that may exist. Parkson reserves the right to revise this quotation upon receipt of any plans and specifications.

BUYER / OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:

Getting the Unit ready for the Rebuild/Retrofit

- Upon disassembly on-site, if any unforeseen parts or structural repairs are discovered, Parkson Corporation will notify the customer prior to commencement of any repairs which will

be beyond the originally quoted scope. The costs for these items and any time extension will be added to the scope of work.

- Removal and installation of Aqua Guard unit in channel, includes and is not limited to:
  1. High pressure washing of the unit / removal of all solids. Additional charges and delays will occur if it is necessary for our crew / factory to send equipment out for cleaning and solids disposal.
  2. Disassembling from adjoining equipment / electrical / controls.
  3. Disconnecting shower water connections and water supply.
  4. Disconnecting controls / electrical connection and interconnecting wiring removal (including any of the following, but not limited to: E-stop button, solenoids, motors, interlock switches, wiring and conduit from each unit-mounted electrical device to a terminal box or control panel).
  5. Removing piping connections, platforms, gratings and railings unless stated otherwise.
  6. Removing any other auxiliary equipment or service not detailed above.
- Readiness of the equipment before requesting [rebuild or start-up] service. Non-readiness may result in additional charges.

Getting the Site ready for the Rebuild/Retrofit (Personnel Safety is of utmost importance)

- Provide a safe work area around the equipment.
  7. If the rebuild is performed with the unit in the channel; customer/owner to cover the channel with minimum ¾" plywood and ensure it is properly secured.
  8. If unit is tilted out of the channel customer/owner to supply a brace (spanning the channel) sufficient enough to support the weight of the unit while it is being rebuilt.
  9. Whenever possible, unit should be staged away a safe distance away from any currently utilized equipment and/or work areas.
- Provide proper ventilation inside the building
- Care and storage of rebuild components upon receipt at customer site.
- Unloading of replacement parts when they arrive on site.
- Delivered material needs to be stored at the same elevation and within 10 feet of the screen (if applicable)
- Redirect channel flow.
- Provide clean, dry channel.
- Old parts weighing 50 lbs or more should be loaded on a customer supplied forklift (or equal) in order to place them in a customer supplied dumpster.

Customer must Provide

- At a minimum a forklift and possibly a crane / hoist.
- Manlift, ladders
- Dumpster for all old parts [on-site rebuild only].
- Hydraulic puller to remove gear assembly.
- Any other specialty tool which may be required.

- Please return one signed copy of this quotation and Purchase Order to Parkson Corporation at the address below. Refer to this quotation, date, and related correspondence.

Issued By: Carlos Robaina

PARKSON CORPORATION
1401 West Cypress Creek Road, Ste. 100
Fort Lauderdale, FL 33309

Name: Marty Unger
Title: Regional Sales Manager
Phone: 954 383-1757
E-Mail: munger@parkson.com
Fax: 954-252-3775
Date: 8-21-2023

Accepted By: (Herein called the Buyer)

Title:
Date:

Local Rep: Bob Bierhorst
MTS Environmental
813-760-5508
bbierhorst@mts-florida.com

cc: Edna Sugden

Aqua Guard Rebuild 9/26/2018 supersedes 06/09/17

1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969

Phone 1.888.PARKSON
Fax 954.974.6182

Date: August 15, 2024

Ormond Beach WWTP
550 N Orchard Street
Ormond Beach, FL 32174

Attn: Mr. Mike Stephenson, P.E.

Subject: Sole Source Letter

Subject Product: Aquaguard®

Dear Mr. Stephenson,

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts. In addition, Parkson is the sole source provider for certified technicians trained to service the subject product.

If you have questions regarding this issue, please contact Marty Unger at 954-383-1757.

Sincerely,

Parkson Corporation

City of Ormond Beach
SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____ Date: 8/16/24

Vendor: Parkson's Corporation Cost: $179,817.00

Requested by: Ron Burk, Equipment Maintenance Supervisor Department: Equipment Maintenance

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:
This is for the rebuild of One (1) Parkson Aqua Guard Continuous Self-Cleaning Bar/Filter Screen that is in operation at the City's Water Reclamation Facility (WRF).

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

Parkson Corporation is the original manufacturer/supplier and is the only source for the OEM replacement parts.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

Parkson Corporation is the original manufacturer/supplier and is the only source for the OEM replacement parts. Parkson Corporation has provided a sole source letter.

STATEMENT OF NEED:
My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

_____
Bob Preis, Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). **(5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.**

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Parkson Corporation** ("Contractor"), 1401 W. Cypress Creek Road, Suite 100, Ft. Lauderdale, FL 33309, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Quotation dated August 16, 2024 attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties.

3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".

5. **Termination of Agreement.**
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

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

Parkson Corporation
Andrew Singer, Contracts Manager
1401 W. Cypress Creek Road, Suite 100
Ft. Lauderdale, FL 33309

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all third-party liabilities, claims, and causes of action to the extent directly caused by the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all third-party suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the Contractor and approved by the City, directly caused by all third-party claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to

any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

17. **Contractor's Insurance**. The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor shall provide the City with a Certificate of Insurance evidencing these requirements. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for the limits of liability specified herein, and shall include the following:

(a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of:

$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.

(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. 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 for the following amounts:

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

(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

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City no later than thirty (30) days after coverage renewals. There shall be no gap in insurance coverage during the required coverage period.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(e) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

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

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

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

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

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for indirect, incidental, punitive, exemplary, special, and 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, even if either or both parties have been advised of the possibility of such damages. In no event shall Contractor's (to include its officers, directors, employees, and agents) aggregate liability arising out of, resulting from, or in any way related to this Agreement from any cause or causes exceed the Purchase Order price or applicable insurance coverage, whichever is greater. This limitation of liability is cumulative and not per incident.

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.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

(a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

(b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

(c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

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

shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

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

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

DATED this _____ day of _____, 2024.

Witnesses:

CITY OF ORMOND BEACH

_____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

_____

By: _____
JOYCE SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2024.

Witnesses:

PARKSON CORPORATION

_____

By: _____

Print Name: _____

Print Name: _____

Title: _____

_____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

EXHIBIT "A"

CORPORATE OFFICE
1401 W. Cypress Creek Rd., Ste. 100
Fort Lauderdale, FL 33309
Phone 954.974.6610
Fax 954.974.6182

Quotation

NUMBER: B02011760

TO: Ormond Beach WWTP
550 N Orchard Street
Ormond Beach, FL 32174
Attn: Ron Burk
Tel:
Fax:
E-Mail: ron.burk@ormondbeach.org

DATE: August 16, 2024

REF.: Project Name:
Ormond Beach WWTP
Project Location:
Ormond Beach, FL

Original Serial #: AG-799
Rebuild #: 201121
Specification Sec.: n/a

Parkson Corporation proposes the reconditioning of your existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and is pleased to provide this ***Rebuild/Retrofit Quotation*** for the following:

ITEM 1 AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN

# Existing Units:	2
Unit #:	20112104, LH
Model:	**AG-S-A**

1.A Existing Equipment:

Description

Screen Width:	3'-4.5"
Solids Discharge Height:	12'
[as measured from the bottom of the channel to the discharge point]	
Screen Angle:	75 °
Screen Opening:	6 mm
Application / Industry:	Municipal

Materials of Construction

Elements:	high impact polycarbonate alloy
Frame:	304 SS
Conveyor Chain:	all 316 SS
Filter Element Shafts:	316 SS
Side Plate:	316 SS

Parkson

1.B **The following parts are recommended for replacement on one (1) unit:**

AG-799 / 201121 B02011500
Ormond Beach WWTP
AG-S-A-75 3'4.5"x12.0', 304ss/316ss

Item Description	Quantity	Unit Price	Total Cost
Crane	2	$3,500.00	$7,000.00
Forklift	1	$2,750.00	$2,750.00
Screen Assembly	1	$83,336.00	$83,336.00
Rotating Brush	1	$3,956.00	$3,956.00
Brush Hubs	2	$1,685.00	$3,370.00
Hardware, Brush	1	$57.00	$57.00
Front Seal Assembly	1	$1,538.00	$1,538.00
Brush, 6x27 1/8x0.030, Nylon	1	$650.00	$650.00
Brush, 3x27 1/8x0.030, Nylon	1	$475.00	$475.00
Side Seal Rubber, outside,	4	$240.00	$960.00
Side Seal Rubber, inside,	1	$250.00	$250.00
Discharge Pan Seal, Neoprene	1		
Sprocket insert, Drive Shaft	20	$135.00	$2,700.00
Upper Guide Rail Assy	2	$2,825.00	$5,650.00
Middle Frame Rail, 2ft long	2	$976.00	$1,952.00
Front Guide Rail	2	$3,135.00	$6,270.00
Decatenary Rail	2	$1,885.00	$3,770.00
Rail,Lower Guide,AG-S,316	2	$1,775.00	$3,550.00
Chain, #80 Drive	1	$477.00	$477.00
Sprocket, Driven	1	$482.00	$482.00
Bushing (Driven Sprocket)	1	$177.00	$177.00
Sprocket, Drive, w/ Shear Pin Hub	1	$2,560.00	$2,560.00
Bushing (Sprocket-Driver), Q1,1.75" B.	1	$111.00	$111.00
Sprocket, Idler	1	$211.00	$211.00
Idler Shaft	1	$285.00	$285.00
Idler Tightener	1	$377.00	$377.00
Drive Chain #50, w M/L	1	$185.00	$185.00
Brush Sprocket (Driver)	1	$575.00	$575.00
Idler Sprocket (Brush Chain)	1	$320.00	$320.00
Brush Sprocket (Driven)	1	$335.00	$335.00
Bushing (Brush Sprocket-Driven), Q1,1 15/16"	1	$127.00	$127.00
Bushing (Brush Sprocket-Driver), Q1,2" B.	1	$147.00	$147.00
Idler Tightener	1	$533.00	$533.00
Idler Shaft	1	$166.00	$166.00

Take-Up Block, T-B22439H,	2	$1,635.00	$3,270.00
Flange Bearing (Brush), 1 15/16"	2	$535.00	$1,070.00
Thrust Bearing	2	$757.00	$1,514.00
Paint, Safety Blue, for bearings	1	$156.00	$156.00
Lubrication, Flex line 12"	1	$225.00	$225.00
Lubrication, Flex line 24"	1	$315.00	$315.00
Nameplates & Labels Set	1	$45.00	$45.00

ITEM 2 OFFERINGS - PURCHASE PRICE

2.A Parkson Certified On-site Rebuild with OEM Parts & Technicians (Per Unit) .....$179,817.00 USD

1. To customer/owner is responsible for thoroughly cleaning, pressure washing and disinfecting the unit prior to rebuild.
2. All parts listed in [1B] above.
3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
4. Removal and reinstallation of the unit in the channel is included.
5. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
6. City is tax exempt. City to provide exemption certificate or other documentation to Parkson in advance of initial invoice.

Rebuild / Start-Up Assistance - Included

Parkson will furnish one certified crew as required to rebuild unit, provide start-up and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for $1,400 per day plus travel and living expenses.

ITEM 3 OPTIONS FOR EXISTING UNITS(S) ONLY

1. Motor, 1HP, Baldor ..... ADD..... 2,530.00 **USD**
2. Reducer, Winsmith, 9MCTD ..... ADD..... 15,035.00 **USD**

ITEM 4 SCHEDULE, VALIDITY, PAYMENT TERMS

4.A Schedule

- Submittal Phase not required on this project.
- Parts availability: 16-18 weeks following receipt of acceptable written Purchase Order.
- Field/on-site rebuild will be accomplished within 6 – 8 weeks after parts are delivered to customer (depending on workload at time of PO).

4.B Validity:

Price is valid until November 30th, 2024, for shipment of Equipment within the timetable stated above.

4.C Payment Terms:

90% net 30 days upon shipment of parts to site, 10% upon rebuild completion, not to exceed 90 days after shipment of parts should rebuild be delayed by other than Parkson. Payment terms for parts only without any factory labor or field service is 100% net 30 days from shipment.

ITEM 5 WARRANTY, DRAWINGS & MANUALS

5.A Mechanical Warranty:

1. As defined in Section XVI (see attached link under terms and conditions) Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the Aqua Guard screen by a) factory certified rebuild, b) on-site certified rebuild, or c) on-site supervised, certified rebuild.

2. Installation labor of parts or parts not ordered as part of a rebuild package have a 90-day warranty.

5.B Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

1. Approval Drawings:	Not required
2. Certified Drawings:	Not required
3. IO&M Manuals:	Not required

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: *http://www.parkson.com/files/documents/AFRM-terms.pdf*

PATENTS:

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

CLARIFICATIONS AND EXCEPTIONS:

Parkson is not in receipt of any plans and specifications. The equipment quoted above is based upon Parkson's current standards and may or may not comply with any specification that may exist. Parkson reserves the right to revise this quotation upon receipt of any plans and specifications.

BUYER / OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:

Getting the Unit ready for the Rebuild/Retrofit

- Upon disassembly on-site, if any unforeseen parts or structural repairs are discovered, Parkson Corporation will notify the customer prior to commencement of any repairs which will

be beyond the originally quoted scope. The costs for these items and any time extension will be added to the scope of work.

- Removal and installation of Aqua Guard unit in channel, includes and is not limited to:
  1. High pressure washing of the unit / removal of all solids. Additional charges and delays will occur if it is necessary for our crew / factory to send equipment out for cleaning and solids disposal.
  2. Disassembling from adjoining equipment / electrical / controls.
  3. Disconnecting shower water connections and water supply.
  4. Disconnecting controls / electrical connection and interconnecting wiring removal (including any of the following, but not limited to: E-stop button, solenoids, motors, interlock switches, wiring and conduit from each unit-mounted electrical device to a terminal box or control panel).
  5. Removing piping connections, platforms, gratings and railings unless stated otherwise.
  6. Removing any other auxiliary equipment or service not detailed above.
- Readiness of the equipment before requesting [rebuild or start-up] service. Non-readiness may result in additional charges.

Getting the Site ready for the Rebuild/Retrofit (Personnel Safety is of utmost importance)

- Provide a safe work area around the equipment.
  7. If the rebuild is performed with the unit in the channel; customer/owner to cover the channel with minimum ¾" plywood and ensure it is properly secured.
  8. If unit is tilted out of the channel customer/owner to supply a brace (spanning the channel) sufficient enough to support the weight of the unit while it is being rebuilt.
  9. Whenever possible, unit should be staged away a safe distance away from any currently utilized equipment and/or work areas.
- Provide proper ventilation inside the building
- Care and storage of rebuild components upon receipt at customer site.
- Unloading of replacement parts when they arrive on site.
- Delivered material needs to be stored at the same elevation and within 10 feet of the screen (if applicable)
- Redirect channel flow.
- Provide clean, dry channel.
- Old parts weighing 50 lbs or more should be loaded on a customer supplied forklift (or equal) in order to place them in a customer supplied dumpster.

Customer must Provide

- At a minimum a forklift and possibly a crane / hoist.
- Manlift, ladders
- Dumpster for all old parts [on-site rebuild only].
- Hydraulic puller to remove gear assembly.
- Any other specialty tool which may be required.

- Please return one signed copy of this quotation and Purchase Order to Parkson Corporation at the address below. Refer to this quotation, date, and related correspondence.

Issued By: Carlos Robaina

PARKSON CORPORATION
1401 West Cypress Creek Road, Ste. 100
Fort Lauderdale, FL 33309

Name: Marty Unger
Title: Regional Sales Manager
Phone: 954 383-1757
E-Mail: munger@parkson.com
Fax: 954-252-3775
Date: 8-21-2023

Accepted By: (Herein called the Buyer)

Title:
Date:

Local Rep: Bob Bierhorst
MTS Environmental
813-760-5508
bbierhorst@mts-florida.com

cc: Edna Sugden

Aqua Guard Rebuild 9/26/2018 supersedes 06/09/17

Standard Conditions of Sale

I. **GENERAL:** All references to Parkson (or any derivative thereof) shall mean Parkson Corporation. and all references to Buyer shall mean the customer named in a purchase order, quotation or proposal (collectively referred to herein as "quotation"). All quotations from Parkson shall be considered solicitations of offers and all purchase orders placed by Buyer shall be considered offers, which can only be accepted in writing by Parkson. Buyer shall either sign Parkson's quotation, or in the alternative, issue a non-conflicting purchase order containing necessary information, such as site name, price schedule, type and quantity of product, requested delivery date and delivery instructions. Parkson hereby objects to and rejects any and all additional or different terms proposed by Buyer, whether contained in Buyer's request for quotation, purchase order, purchasing or shipping release forms. Notwithstanding any terms or conditions that may be included in Buyer's purchase order form or other communications, Parkson's acceptance is conditional upon Buyer's assent to the terms and conditions set forth herein. It is agreed that sales are made only on the terms and conditions herein and any other terms or conditions shall not become a part of the agreement unless expressly agreed to in writing by Parkson. Parkson's failure to object to any terms or conditions contained in Buyer's purchase order or other communication shall not be deemed to be acceptance of such terms or conditions. These terms and conditions shall be deemed incorporated (as though set forth in full) into any agreement entered into between Parkson and Buyer unless otherwise noted in writing. Parkson reserves the right, without any increase in price, to modify the design and specifications of Parkson products, provided that the modification does not adversely affect the original performance specifications as specified by Parkson or as requested by Buyer. Shipments, deliveries and performance of work shall at all times be subject to the approval of Parkson's Credit Department. Parkson may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Parkson.

II. **PRICES, TERMS OF PAYMENT & TAXES:** (a) **PRICES:** Unless expressly stated to be firm for a definite period, Parkson's offers are subject to change without notice, and in all cases are subject to withdrawal at any time before acknowledgment by Buyer. Quoted prices are firm for only thirty (30) days. Orders placed after thirty (30) days are subject to price increases in Parkson's sole discretion. Prices on acknowledged orders are firm for the agreed upon delivery time. Customer requests to extend originally agreed upon delivery date(s) will be subject to price escalation. If a price is stated in the quotation, it is based upon shipment of the quantities and quality requested by Buyer and based on Parkson's internal delivery schedule at the time of preparation of said quotation. (b) **TERMS OF PAYMENT**: Payments against invoices shall be due and payable thirty (30) days from the date of delivery to a carrier, or upon receipt of an invoice from Parkson, whichever first occurs. If in Parkson's opinion, Buyer's financial condition does not justify continuation of production or shipment on the terms of payment specified, Parkson may, upon written notice to Buyer, cancel or suspend any outstanding order or part thereof, unless Buyer shall promptly pay for all goods delivered or shall make advance payments to Parkson as it, at its option, shall determine. If Buyer delays shipment for any reason, date of readiness for shipment shall be deemed to be the date of shipment for payment purposes. If Buyer delays manufacture for any reason, a payment shall be made based on purchase price and percentage of completion, with the balance payable in accordance with the terms as stated. If payments are not made in conformance with the terms stated herein, the contract price shall, without prejudice to Parkson's right to immediate payment, be increased by 1½% per month on the unpaid balance, not to exceed the maximum amount permitted by law. If at any time in Parkson's judgment Buyer may be or may become unable or unwilling to meet the terms specified herein, Parkson may require satisfactory assurance or full or partial payment as a condition to commencing, or continuing manufacture, or in advance of shipment. A 2.0% processing fee will be added to all invoices over $10,000 paid by credit card. (c) **TAXES:** Except for the amount, if any, of tax stated in a Parkson quotation, the prices set forth therein are exclusive of any amount for federal, state, local, excise, sales, use, property, in-country, import, VAT or similar taxes or duties. Such prices also exclude permit, license, customs and similar fees levied upon shipment of Parkson products. The City of Ormond Beach is not subject to sales tax.

III. **SHIPMENT/STORAGE: (a) SHIPMENT**: The anticipated shipment date(s) set forth in the quotation is/are approximate and subject to change. Notwithstanding other limitations set forth by Parkson, Parkson shall not be liable for any delays in shipment which are caused by events beyond the control of Parkson including, but not limited to, delays caused by inaccurate or incomplete data, changes, or revisions in the work to be performed, tardy approval of drawings by Buyer, acts of Buyer or Buyer's agent, Force Majeure (see Section XIII below). Parkson shall have the right to extend the anticipated shipment date for up to ten (10) business days, for any reason, provided Parkson shall give Buyer written notice of such delay prior to the scheduled shipping date. Buyer's order will be crated for domestic truck shipment and Parkson assumes no responsibility for loss of, or damage to, the equipment following delivery to a carrier, who shall be deemed to be acting as agent for Buyer, and the equipment shall thereafter be at the Buyer's sole risk. It is Parkson's policy to ship its equipment "Bill Collect," and the carrier will mail its invoice(s) directly to Buyer's billing address, unless otherwise agreed to in writing. (b) **STORAGE**: Once Buyer has been notified that its order is ready for shipment, if Buyer requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory and Buyer shall execute Parkson's Transfer of Title form evidencing transfer of title and transfer of risk of loss from Parkson to Buyer pursuant to Section IV below. In the event that Buyer shall refuse to execute Parkson's Transfer of Title form and/or if the fabricator is unable to withstand storage of the equipment, Parkson shall have the right, at its sole discretion, to transfer the equipment to an intermediate storage facility, all at Buyer's cost, whereby transfer of title and risk of loss will be deemed to pass, pursuant to Section IV below, when the products are delivered to the carrier at the factory. All costs associated with shipping the equipment to said storage facility or from said storage facility to the job site (or any other site requested by Buyer) shall be the responsibility of Buyer. Buyer shall reimburse Parkson upon demand for any costs incurred by Parkson in connection with said storage, including without limitation, steps taken to protect the equipment from the elements, transport, storage facility fees, insurance, etc. Any delay in shipment requested or caused by Buyer or its agents will not affect the Terms of Payment above.

IV. **TITLE & RISK OF LOSS**: Parkson's prices are F.O.B. Parkson's Factory and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Buyer upon delivery to a carrier; except that a

security interest in the equipment or any replacement shall remain in Parkson's name, regardless of mode of attachment to realty or other property, until the full purchase price has been received by Parkson. Any claim by Buyer against Parkson for shortage or damage occurring prior to delivery must be made in writing within thirty (30) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from Parkson in the condition claimed. Parkson shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically requested in writing by the Buyer that these shipments be made in total. Any shipments returned to Parkson as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by Parkson, including any storage costs as set forth in Section III above.

V. **ERECTION**: Unless otherwise agreed in writing, products are assembled, installed and/or erected by and at the full expense of Buyer.

VI. **CANCELLATION & BREACH**: Buyer agrees that Parkson products are specially manufactured goods that are not suitable for sale to others in the ordinary course of business. Therefore, purchase orders placed with Parkson cannot be canceled without recourse, nor shipments of goods made up, or in process, be deferred beyond the original shipment dates specified, except with Parkson's written consent.

VII. **DRAWINGS & SPECIFICATIONS:** In the event that drawings are sent to Buyer for approval after an order is placed, the drawings must be returned marked "Approved" or "Approved as Noted" within twenty (20) calendar days after receipt unless otherwise noted. In the event that Buyer's written comments are not given within the twenty (20) day period, Parkson shall deem the items approved.

VIII. **CORRECTIVE WORK & "BACK CHARGES".** In no event shall any work be done, or services or material be purchased, or expense otherwise incurred by the Buyer for the account of Parkson until after full and complete particulars (including an estimate of material cost) have been submitted in writing and approved in writing by Parkson. Parkson must be given the opportunity to discuss and research alternative methods to lower the costs involved in such corrective work. Unless agreed-upon in writing by Parkson, Parkson will not be liable for labor costs, overhead, administrative costs, interest or any other consequential or indirect costs Buyer incurs. Returned items will not be accepted unless Parkson has previously agreed to such return in writing and supplied written return-shipping instructions to Buyer.

IX. **SELECTION OF MATERIALS:** Because all Parkson products are specially manufactured products, the material make-up of many of Parkson's products varies from project to project. The determination of the materials' suitability and adaptability (including without limitation, paints and/or coatings) to the specific needs of the Buyer is solely the Buyer's choice and responsibility.

X. **CONFIDENTIAL INFORMATION & IMPROVEMENTS:** The design, construction, application and operation of Parkson's products, services and relevant documentation embody proprietary and confidential information; therefore, Buyer will maintain this information in strict confidence, will not disclose it to others, and will only use this information in connection with the use of the products or to facilitate the provision of services sold by Parkson. Buyer will not copy or reproduce any written or printed materials or drawings furnished to Buyer by Parkson. Buyer agrees to immediately return all confidential material to Parkson if requested in writing by Parkson. Buyer will not copy any information provided by Parkson or make any design drawings of Parkson's equipment and will not permit others to copy or make any design drawings of the equipment. Parkson shall have a royalty-free license to make, use and sell, any changes or improvements in the products invented or suggested by Buyer or its employees. Buyer acknowledges that a remedy at law for any breach or attempted breach of this Section will result in a harm to Parkson for which monetary damages alone will not be adequate. Buyer covenants and agrees that neither it nor any of its affiliates will oppose any demand for specific performance and injunctive and other equitable relief in case of any such breach or attempted breach. Notwithstanding anything to the contrary herein, Parkson may seek enforcement of any breach of this Section without the necessity of complying with the provisions regarding resolution of disputes herein. Parkson acknowledges that under Florida Public Records law, records must be produced under that law which may be contrary to this provision, and Buyer's compliance with Florida Public Records law shall not be deemed a breach of this agreement.

XI. **FIELD SERVICE:** Field Service included in the quotation will only be scheduled upon written request and may be subject to credit approval. Should the Buyer have outstanding balances due Parkson, no startup / field service will be scheduled until such payments are received by Parkson. The Buyer assumes all responsibility for the readiness of the system when it requests startup service. Should Parkson's Field Service Engineer arrive at the jobsite and determine that the system cannot be started up within a reasonable time, Parkson shall have the option to bring the Field Service Engineer home and bill the Buyer for time, travel and living expenses. Additional field service is available from Parkson at the prevailing per-diem rate at the time of the request for service plus all travel and living expenses, portal-to-portal. A purchase order or change order will be required prior to scheduling this additional service.

XII. **LIMITATION OF LIABILITY:** Unless expressly agreed to in writing, all damages not direct and actual in nature, including without limitation, consequential, incidental, indirect, exemplary and punitive damages, shall be expressly prohibited damages for either party. Such prohibited damages include, but are not limited to, lost rent or revenue; rental payments; costs (increased or not) of administration or supervision; costs or delays suffered by others unable to commence work or provide services as previously scheduled for which a party to this contract may be liable; increased costs of borrowing funds devoted to the project (including interest); delays in selling all or part of the project upon completion; damages caused by reason of Force Majeure or acts of God (with the broadest statutory or court of law definition possible); termination of agreements to lease or buy all or part of the project, whether or not suffered before completion of services or work; forfeited bonds, deposits, or other monetary costs or penalties due to delay of the project; interest for any reason assessed to either party; increased taxes (federal, state, local, or international) due to delay or recharacterization of the project; lost tax credits or deductions due to delay; impairment of security; attorney and other legal fees for any reason assessed to either party, loss of use of the Equipment or any associated Equipment, costs of substitute Equipment, facilities or services, down time costs, claims of customers of Buyer for such other damages; or any other indirect loss arising from the conduct of the parties. Parkson only agrees to responsibility for damages from proven negligent and willful acts of its direct employees only.

XIII. FORCE MAJEURE AND UNFORESEEN PRICE/TIME ESCALATIONS – Parkson shall not be responsible for failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, acts of Purchaser, natural or artificial disaster, riot, war, strike, delay by carrier, acts or omissions of other parties, changes in law, material shortage, fire, strikes, floods an the like which shall be considered Force Majeure excusing Parkson from performance and barring any remedies for non- performance. During the daily course of business, Parkson absorbs normal trade supply chain fluctuations; however, in the event that between the time that the pricing is extended, and the purchase of materials used, there is an enactment by any governmental entity or a tariff of other charge that impacts the cost or timing to obtain materials beyond a normal fluctuation, Parkson reserves the right to increase the price and/or timing of products delivered to the Purchaser to include all or a portion of this tariff or other charge.

XIV. APPLICABLE LAWS & GOVERNING LAW: To the best of Parkson's knowledge, Parkson products comply with most laws, regulations and industrial practices; however, Parkson does not accept responsibility for any state, city or other local law not specifically brought to Parkson's attention. For OSHA compliance, (1) Parkson is only liable for those OSHA standards that are in effect as of the date of the quotation, and to the extent they are applicable to the performance of Parkson. (2) Parkson is only responsible for the physical characteristics of the product(s) and not for the circumstances of the use of the product(s). (3) Parkson's liability through any noncompliance to OSHA shall be limited to the cost of modifying the product(s) or replacing the non-complying product(s) or component(s) after receipt of prompt written notice of noncompliance. The rights and obligations of Buyer and Parkson shall be governed by and interpreted in accordance with the substantive laws of the state of Florida including the uniform commercial code of Florida, excluding conflicts of law and choice of law principles.

XV. DISPUTE RESOLUTION: Any issue, difference, claim or dispute ("Action") that may arise out of or in connection with the project referenced in the quotation, including these terms and conditions, shall be first resolved by negotiation at the highest executive levels between the Buyer and Parkson. If said negotiation is unsuccessful, any said Action shall be filed in the State of Florida, County of Volusia. Both parties expressly waive the right to trial by jury.

XVI. PATENTS: Parkson shall indemnify Buyer against any judgment for damages and costs which may be rendered against Buyer in a suit brought on account of the alleged infringement of any United States patent by any product supplied by Parkson, unless (a) the alleged infringement occurs as a result of any alteration or modification to the product or the use of the product in combination with the products or services of any party other than Parkson, or (b) the product was made in accordance with materials, designs or specifications furnished or designated by Buyer.

XVII. MECHANICAL WARRANTY: For a period of one (1) year following the date the Equipment is shipped ("Warranty Period"), Parkson's Equipment is limitedly warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation instructions, this policy and maintenance/operating procedures. To make claim under this Warranty, Buyer must notify Parkson within forty-five (45) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Parkson or its service representative. Parkson Equipment may be deemed nonconforming only by an authorized Parkson representative. **Returns will not be accepted unless Parkson has authorized said return in writing.** If Parkson's inspection indicates nonconforming materials and/or workmanship, the Equipment will, at Parkson's option, either be repaired or replaced without charge. Upon receipt of Parkson's written consent, Equipment may be promptly returned to Parkson, F.O.B. its factory. However, under certain circumstances, Parkson may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Parkson, its employees and/or representatives, free of charge, on-site access to the Project site, and any necessary utilities and plant personnel needed by Parkson for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

The following will void this Warranty:

(A) Equipment is used for purposes other than those for which it was designed;
(B) Equipment is not used in accordance with generally approved practices;
(C) Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, or vandalism;
(D) Unauthorized alterations to or modifications of the Equipment not approved by Parkson, in writing;
(E) Abuse, neglect or misuse of Equipment, including without limitation, operation of Equipment after a defect is discovered;
(F) Operation of Equipment by persons not properly trained for that purpose;
(G) Failure to operate the Equipment in accordance with Parkson's specifications, O&M manuals or other written guidelines; and/or
(H) Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

BE ADVISED: Parkson is not liable for any corrective work or expenditure that has not been authorized by Parkson in writing prior to the commencement of such work and prior to committing to such expenditures. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Parkson's current per diem, plus all travel and living expenses. Onsite labor and freight are not covered by this Warranty. This Warranty does not cover normal wear and tear. Following a Warranty claim, verification of proper operation and maintenance is required. Physical damage due to external forces and/or accident is not covered by this Warranty. The effects of corrosion and unforeseeable influent characteristics are excluded from this Warranty. Actions by 3rd parties in causing nonconformity of the Equipment are not covered under this Warranty.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

XVIII. INDEMNIFICATION: Buyer shall comply and require its employees to comply with all instructions given by Parkson regarding installation, use and maintenance of the Equipment sold by Parkson and shall require its employees to use reasonable care and all safety devices in the operation and maintenance of said Equipment. Buyer shall not remove or permit removal or modification of any safety device, warning sign or label. Buyer shall immediately give Parkson written notice of any personal injury or property damage arising out of the use of the Equipment and cooperate with Parkson in investigating any such accident or malfunction.

XIX. MISCELLANEOUS: Parkson does not assume responsibility for nor warrant the performance or accuracy of Buyer's furnished design, design criteria, or specifications. The parties agree that the foregoing terms and conditions constitute the entire terms and conditions between Buyer and Parkson and that there are no other agreements, terms or conditions, expressed or implied, unless otherwise agreed to in writing by Parkson. The terms and conditions herein shall supersede any terms and conditions of any other document that may apply to the transaction between the Buyer and Parkson. This document may not be modified or superseded other than by an instrument in writing signed by both Buyer and Parkson. This document shall be binding upon and inure to the benefit of Buyer and Parkson and their heirs, assignees, legal representatives and the project Owner for the project referenced in the quotation. The invalidity or non-enforceability of any particular provision of this document shall not affect the other provisions hereof, and this document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 7.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-199
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award - SR40/Airport Road Water Main & Force Main Loop Construction		
Summary:	The SR40/Airport Road Water Main and Force main is an important project to increase capacity and level of service to western Ormond. The project will consist of furnishing and installing 4,316 linear feet of 12-inch and 4,681 linear feet of 16-inch PVC pipe water line, and 12,707 linear feet of 10-inch and 7,319 linear feet of 12-inch sewer force main, along with associated hydrants, valves, and appurtenances for West Ormond Utilities. The City Commission approved an advertisement for competitive bidding on July 23, 2024. On August 29, 2024, bids were opened, with 8 bids being received, ranging from $8,146,175.64 to $4,525,369.95. The low bidder was submitted by J.D. Weber Construction Co., of Ormond Beach, FL. J.D. Weber Construction Co., has successfully completed similar projects for the City. This bid has been reviewed by the project engineer, Zev Cohen & Associates, who recommend this award.		
Financial Impact:	Bid amount is $4,525,369.95. This project was included in the Capital Improvement Plan in the amount of $6,280,000 with $975,000 of the funding derived from the Federal Department of Environmental Protection (FDEP). The City's share will be funded by Fund 446 - 2024 Water & Wastewater Bond Funds. This project was included in last fiscal year's budget and a budget amendment to reappropriate funding to the current fiscal year will be necessary.		
Citizen Impact:	Completion of this water main loop will allow the City to meet its commitment to the future properties on the south side of SR 40, benefit the future phases of Hunter's Ridge, and create additional resiliency and better water quality in the southwest service area.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends awarding the bid to J.D. Weber Construction Co. in the amount of $4,525,369.95 for the construction of the SR40/Airport Road Water Main & Force Main Loop project.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24-199 SR40 & Airpor Rd Loop-JD Weber (P24-0208G) 2. 2024-37 SR40 Airport Rd WM FM Loop EEOPC 3. JD Weber Bid & Bid Bond 4. Bid 2024-37 Engineers Award Recommendation 5. BID 2024-37 signed bid tab
Approval:	Kelly McGuire, Finance Director 10/17/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/17/2024 Joyce Shanahan, City Manager 10/22/2024

RESOLUTION NO. 2024-199

A RESOLUTION ACCEPTING A BID FROM J.D. WEBER CONSTRUCTION CO. FOR CONSTRUCTION SERVICES REGARDING THE SR40/AIRPORT ROAD WATERMAIN & FORCEMAIN LOOP PROJECT, UNDER BID NO. 2024-37; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2024-37) regarding construction services for the SR40/Airport Road watermain & forcemain loop project ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by J.D. Weber Construction Co. with a bid in the amount of $4,525,369.95 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds for the Project have been appropriated to the credit of the Water & Wastewater Capital Fund (409) and that these funds have not been appropriated for any other purpose, and

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

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

SECTION ONE. The bid submitted by J.D. Weber Construction Co. to perform the Project at a total cost not to exceed $4,525,369.95 is hereby accepted.

SECTION TWO. All other bids relative to the aforedescribed Project shall be deemed rejected upon the execution of a contract with J.D. Weber Construction Co.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with J.D. Weber Construction Co. for the performance of the Project at the said price, and to pay the cost thereof from the Water & Wastewater Capital Fund.

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

APPROVED AND AUTHENTICATED this 6th day of November, 2024.

_____
HAROLD BRILEY
Deputy Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

SR 40/Airport Road Water/Force Main Ext.

ZC 19100

Engineer's Opinion of Cost

100% Submittal

May 30, 2024



Digitally signed by John A Dillard
Location: THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOHN A. DILLARD, JR., PE. ON THE DATE ADJACENT TO THE SEAL PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNEDAND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
Date: 2024.05.30 10:45:27-04'00'

Estimator: John Dillard, PE
Julius Layne

Project Revision:

ZEV COHEN & ASSOCIATES, INC.

300 Interchange Blvd ● Ormond Beach, FL 32174
386.677.2482 ● Fax 386.677.2505
Engineers ● Planners ● Landscape Architecture

ZEV COHEN
& ASSOCIATES, INC.
300 Interchange Blvd. Ormond Beach, FL
Phone: 386-677-2482 Fax: 386-677-2505
Engineers . Planners . Landscape Architecture

Project Name:	SR 40/Airport Road Water/Force Main Ext.
Project Number:	ZC 19100
Date:	May 30, 2024
Item:	Engineer's Opinion of Cost

100% Plans

Project Totals

Item		Amount
Site Work	**$**	**193,550.00**
Sewage Transmission System	**$**	**3,079,774.01**
Potable Water Distribution System	**$**	**1,740,076.74**
PROJECT GRAND TOTAL	**$**	**4,819,850.75**

ZEV COHEN
& ASSOCIATES, INC.

300 Interchange Blvd. Ormond Beach, FL
Phone: 386-677-2482 Fax: 386-677-2505
Engineers . Planners . Landscape Architecture

Project Name: SR 40/Airport Road Water/Force Mai
Project Number: ZC 19100
Date: May 30, 2024
Item: Engineer's Opinion of Costs

Site Preparation

Item	Quantity	Unit	Unit Price	Amount
General				
Mobilization/Demobilization	1	LS	$ 5,000.00	$ 45,000.00
Survey and Layout	1	LS	$ 40,000.00	$ 40,000.00
Maintenance of Traffic	1	LS	$ 25,000.00	$ 25,000.00
Submit Certified As-Builts	1	LS	$ 36,000.00	$ 36,000.00
Clearing and Grubbing	1	LS	$ 20,000.00	$ 20,000.00
Removal of Existing Concrete Sidewalk	410	SY	$ 20.00	$ 8,200.00
Remove and Replacet of Unsuitable Materials	100	CY	$ 20.00	$ 2,000.00
Remove and Replace of Rock Materials	100	CY	$ 30.00	$ 3,000.00
Construct 4" Concrete Sidewalk	410	SY	$ 35.00	$ 14,350.00
Total Construction Cost				**$ 193,550.00**

ZEV COHEN
& ASSOCIATES, INC.

300 Interchange Blvd. Ormond Beach, FL
Phone: 386-677-2482 Fax: 386-677-2505
Engineers . Planners . Landscape Architecture

Project Name: SR 40/Airport Road Water/Force Main Ext
Project Number: ZC 19100
Date: May 30, 2024
Item: Engineer's Opinion of Cost

100% Plans

S.R.-40/Airport Rd. Water Main Extension.

Item	Quantity	Unit	Unit Price	Amount
Connection to Existing Water Mains				
12" Cut-In Connection	1	LS	$ 5,000.00	$ 5,000.00
16" Cut-In Connection	1	LS	$ 6,000.00	$ 6,000.00
Polyvinyl Chloride Pipe				
6" PVC (DR-18)	197	LF	$ 55.00	$ 10,835.00
12" PVC (DR-18)	4,251	LF	$ 75.00	$ 318,825.00
16" PVC (DR-18)	4,452	LF	$ 95.00	$ 422,940.00
Valves				
8" Gate Valve w/ Box	1	EA	$ 1,700.00	$ 1,700.00
12" Gate Valve w/ Box	5	EA	$ 4,500.00	$ 22,500.00
16" Gate Valve w/Box	15	EA	$ 5,000.00	$ 75,000.00
Air Release Valve Assembly	2	EA	$ 4,000.00	$ 8,000.00
Fire Hydrant w/ Valve	18	EA	$ 7,500.00	$ 135,000.00
Fittings				$ -
16"x16"x16" Tee	1			$ -
16"x16"x12" Tee	2			$ -
16"x16"x6" Tee	8			$ -
12"x12"x6" Tee	1			$ -
12"x12"x8" Tee	10			$ -
16" 45° Bend	4			$ -
12"- 45° Bend	10			$ -
12" Reducer	1			$ -
Total Fittings Cost	1	LS	$ 55,000.00	$ 55,000.00
Drilling				
14" HDPE Directional Drill	212	LF	$ 150.00	$ 31,800.00
18" HDPE Directional Drill	179	LF	$ 225.00	$ 40,275.00
Jack and Bore 18" PVC (DR-11)	188	LF	$ 200.00	$ 37,600.00
36" Jack and Bore Casing	178	LF	$ 1,000.00	$ 178,000.00
Furnish & Install Fiber Optic Conduit				
2" SDR-13.5 Orange HDPE	9,290	LF	$ 4.00	$ 37,160.00
Pull Boxes	23	LF	$ 800.00	$ 18,400.00
Miscellaneous				
Temporary Blow off Assembly	2	EA	$ 2,500.00	$ 5,000.00
Concrete Sidewalk Remove & Replace	321	SY	$ 100.00	$ 32,100.00
Silt Fence/Jute Bails	7,033	LF	$ 2.15	$ 15,120.95
Restoration/Sod	4,230	SY	$ 4.80	$ 20,304.00
As-Built	1	LS	$ 30,000.00	$ 30,000.00
Mobilization (10% of Base)	1	LS	$ 150,656.00	$ 150,656.00
MOT (5% of Base)	1	LS	$ 82,860.80	$ 82,860.80
Total Construction Cost				**$ 1,740,076.74**

ZEV COHEN
& ASSOCIATES, INC.

300 Interchange Blvd. Ormond Beach, FL
Phone: 386-677-2482 Fax: 386-677-2505
Engineers . Planners . Landscape Architecture

Project Name: SR 40/Airport Road Water/Force Main Ext.
Project Number: ZC 19100
Date: May 30, 2024
Item: Engineer's Opinion of Cost

100% Plans

S.R.-40/Airport Rd. ForceMain Extension

Item	Quantity	Unit	Unit Price	Amount
Connect to Existing Forcemains				
10" PVC (Cut-In Connections)	1	LS	$ 4,500.00	$ 4,500.00
12" PVC (Cut-In Connections)	1	LS	$ 6,500.00	$ 6,500.00
Polyvinyl Chloride Pipe				
10" PVC (DR-18) (Direct Bury)	11,901	LF	$ 68.00	$ 809,268.00
12" PVC (DR-18) (Direct Bury)	6,886	LF	$ 75.00	$ 516,450.00
Valves				
10" Resilient Wedge Gate Valve w/ Box	15	EA	$ 5,500.00	$ 82,500.00
12" Resilient Wedge Gate Valve w/ Box	9	EA	$ 6,500.00	$ 58,500.00
Air Release Valve Assembly	11	EA	$ 5,000.00	$ 55,000.00
Fittings				$ -
10"x10"x12" Tee	1			$ -
10"x10"x10" Tee	8			$ -
12"x12"x12" Tee	2			$ -
12"x12"x6" Tee	1			$ -
10" -45° Bend	2			$ -
12"- 45° Bend	8			$ -
12" x 8" Reducer	1			$ -
Total Fittings Cost	1	LS	$ 60,000.00	$ 60,000.00
Drilling				
10" Directional Drill (Fusible PVC)	925	LF	$ 225.00	$ 208,125.00
12" Directional Drill (Fusible PVC)	1,026	LF	$ 275.00	$ 282,150.00
Jack and Bore 10" PVC (DR-18)	132	LF	$ 150.00	$ 19,800.00
Jack and Bore 12" PVC (DR-18)	165	LF	$ 180.00	$ 29,700.00
20" Jack and Bore Casing	138	LF	$ 1,000.00	$ 138,000.00
36" Jack and Bore Casing	182	LF	$ 1,200.00	$ 218,400.00
Miscellaneous				
Temporary Blow off Assembly	2	EA	$ 2,000.00	$ 4,000.00
Poly Pig Launching Vault	2	EA	$ 7,500.00	$ 15,000.00
Driveway Pavement Remove & Replace	250	SY	$ 100.00	$ 25,000.00
Concrete Sidewalk Remove & Replace	150	SY	$ 100.00	$ 15,000.00
Silt Fence/Jute Bails	19,002	LF	$ 1.50	$ 28,503.00
Restoration/Sod	13,350	SY	$ 4.50	$ 60,075.00
As-Built	1	LS	$ 30,000.00	$ 30,000.00
Mobilization (10% of Base)	1	LS	$ 266,647.10	$ 266,647.10
MOT (5% of Base)	1	LS	$ 146,655.91	$ 146,655.91
Total Construction Cost				**$ 3,079,774.01**

SECTION 00300
BID

CONTRACTORS NAME J. D. Weber Construction LICENSE NO. CUC1224075

PROJECT IDENTIFICATION: **STATE ROAD 40/AIRPORT ROAD WATERMAIN & FORCEMAIN LOOP PROJECT**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. **2024-37**

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:

Date	Number
Aug. 26, 2024	1
Aug. 27, 2024	2

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

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

(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

	STATE ROAD 40/AIRPORT ROAD WATERMAIN & FORCEMAIN LOOP PROJECT Bid Form				
Bid No.	**ITEM DESCRIPTION**	**QTY**	**UNITS**	**Unit Price**	**Extension**
101	**Mobilization/Demobilization**	1	LS	$85,000	$ 85,000.00
102	**Survey and Layout**	1	LS	$25,000	$ 25,000.00
103	**Submit Certified "As-Built" Drawings**	1	LS	$ 35,000	$ 35,000.00
104	**Clearing and Grubbing**	1	LS	$29,000	$ 29,000.00
105	**Removal of Existing Concrete Sidewalk**	410	SY	$ 6.10	$ 2,501.00
106	**Removal and Replacement of Unsuitable Materials**	100	CY	$ 90.00	$ 9,000.00
107	**Removal and Replacement of Rock Material**	100	CY	$ 19.00	$ 1900.00
109	**Construct Concrete Sidewalk (4-inch thick)**	410	SY	$ 9.91	$ 4063.10
109	**Maintenance of Traffic**	1	LS	$30,200	$ 30,200.00
	WATER MAIN CONSTRUCTION				
201	**Connections to Existing Water Mains**				
	a. 12-inch (Cut-In Connection)	1	EA	$6350	$6,350.00
	b. 16-inch (Cut-In Connection)	1	EA	$9,336.40	$ 9,336.40
202	**Furnish and Install PVC Piping Water Mains – Open Cut**				
	a. 6-inch PVC	197	LF	$ 48.24	$ 9,503.28
	c. 12-inch PVC	4,251	LF	$ 76.51	$325,244.01
	d. 16-inch PVC	4,452	LF	$ 96.71	$430,552.92

Bid No.	ITEM DESCRIPTION	QTY	UNITS	Unit Price	Extension
203	**Furnish and Install HDPE Piping Water Mains – Horizontal Directional Drill**				
	a. 14-inch HDPE (DR-11)	212	LF	$157.16	$33,317.92
	b. 18-inch HDPE (DR-11)	179	LF	$203.38	$36,405.02
204	**Jack and Bore**				
	a. Jack and Bore 18" HDPE (DR-11)	188	LF	$139.28	$26,184.64
	b. 36-inch Jack and Bore Casing	178	LF	$1,993.07	$354,766.46
205	**Furnish and Install Valves and Valve Assemblies**				
	a. 8-inch Gate Valve	1	EA	$3233.52	$3,233.52
	b. 12-inch Gate Valve	5	EA	$5740.40	$28,702.00
	c. 16-inch Gate Valve	15	EA	$9,272.72	$139,090.80
	d. Air Release Valve Assembly	2	EA	$4,130.48	$8,260.96
206	**Fire Hydrant Assembly with Valve**	18	EA	$8,588.48	$154,592.64
207	**Fittings**	1	LS	$127,232.04	$127,232.04
208	**Furnish and Install HDPE Piping / Fiber Optic Conduit (SR-40)**				
	a. 2-inch HDPE (SDR-13.5) Orange	4,362	LF	$12.92	$56,357.04
	b. Pull Boxes	10	EA	$3,210.24	$32,102.40
209	**Furnish and Install HDPE Piping / Fiber Optic Conduit (Airport Road)**				
	a. 2-inch HDPE (SDR-13.5) Orange	4,928	LF	$12.92	$63,669.76
	b. Pull Boxes	13	EA	$3,210.24	$41,733.12
210	**Miscellaneous**				
	Temporary Blow-off Assembly	2	EA	$4,367.36	$8,734.72
	Silt Fence / Jute Bails	7,033	LF	$2.30	$16,175.90
	Restoration / Sod	4,230	SY	$4.21	$17,808.30
	FORCEMAIN CONSTRUCTION				
301	**Connections to Existing Forcemains**				
	a. 10-inch (Cut-In Connection)	1	EA	$9092.08	$9,092.08
	b. 12-inch (Cut-In Connection)	1	EA	$10,475.44	$10,475.44
302	**Furnish and Install PVC Piping Forcemains – Open Cut**				
	a. 8-inch PVC, valves and connections along with the removal of the conflicting 6" PVC forcemain.	158	LF	$56.36	$8,904.88
	b. 10-inch PVC	11,901	LF	$55.42	$659,553.42
	c. 12-inch PVC	7,068	LF	$69.74	$492,922.32

Bid No.	ITEM DESCRIPTION	QTY	UNITS	Unit Price	Extension
303	**Furnish and Install Fusible PVC Piping Forcemain – Horizontal Directional Drill**				
	a. 10-inch Fusible PVC	925	LF	$ 119.85	$ 110,861.25
	b. 12-inch Fusible PVC	826	LF	$ 150.18	$ 124,048.68
303c	**Provide all materials for the open cut crossing at Crane Field Road to include replacement paving and curbing. Pipe included in 302c.**	1	LS	$ 8,913.40	$ 8,913.40
304	**Jack and Bore**				
	a. 10-inch Jack and Bore Fusible PVC (DR-18)	132	LF	$ 99.48	$ 13,131.36
	b. 12-inch Jack and Bore Fusible PVC (DR-18)	165	LF	$ 122.20	$ 20,163.00
	c. 20-inch Jack and Bore Steel Casing	138	LF	$ 1066.67	$ 147,200.46
	d. 24-inch Jack and Bore Steel Casing	182	LF	$ 1,302.14	$ 236,989.48
305	**Furnish and Install Valves and Valve Assemblies**				
	a. 10-inch Resilient Wedge Gate Valve w/ Box	15	EA	$ 4,797.66	$ 71,964.90
	b. 12-inch Resilient Wedge Gate Valve w/ Box	9	EA	$ 4,971.76	$ 44,745.84
	c. Air Release Valve Assembly	11	EA	$ 10,706.37	$ 117,770.07
306	Pipe Fittings	1	LS	$ 162,901.92	$ 162,901.92
307	**Miscellaneous**				
	Temporary Blow-off Assembly	2	EA	$ 3,884.08	$ 7,768.16
	Poly-Pig Launching Vault	2	EA	$ 12,945.92	$ 25,891.84
	Silt Fence / Jute Bails	19,500	LF	$ 2.30	$ 44,850.00
	Restoration / Sod	13,350	SY	$ 4.21	$ 56,203.50

TOTAL LUMP SUM BID $ 4,525,369.95
(Figures)

Four million five hundred and twenty-five thousand three hundred and sixty-nine dollars and ninety-five cents.
(Words)

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

BIDDER agrees that the Work will be substantially completed within 330 calendar days after the date when the Contract Time commences to run and completed within 360 calendar days after the date when the Contract Time commences to run.

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

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

(a) Required Bid Security in the form of

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

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

(b) Equipment, Material, and Subcontractors List

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

(d) Drug Free Workplace Certificate

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

(f) Local Vendor Preference

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

(h) Affidavit of Compliance F.S. 287.138 Contracting With Foreign Entities of Concern

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

Mailing Address: J.D. Weber Construction Co.
Street Address: 150 Business Center Dr.
City, State, Zip Code: Ormond Beach, FL 32174
Email: joejr@jdweberconstruction.com
Telephone No.: 386-671-2727 Fax No.: 386-671-2471

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

SUBMITTED on August 29, 2024

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____(SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By J.D. Weber Construction Co.
(Corporation Name)

Florida
(State of Incorporation)

By _____
(Name of Person Authorized to Sign -Signature)

Joseph D. Weber
(Name of Person Authorized to Sign - Typed or Printed)

President
(Title)

(Corporate Seal)

Attest _____ Josh Camilletti

Business address: 150 Business Center Dr.
Ormond Beach, FL 32174

Phone No.: 386-671-2727
Fax No.: 386. 671-2471

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.)

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:

Item	Supplier

Subcontractors:

Work Classification: Jack & Bore

Name: Central Florida Underground

Address: 990 Miller Drive Altamonte Springs, FL 32701

Phone Number: 407-260-9000 Fax Number: 407-260-1599

Subcontractors:

Work Classification: Directional Drill

Name: B & B Underground

Address: 321 East Ohio Ave. Lake Helen, FL 32744

Phone Number: 386-734-0592 Fax Number: 386-943-8895

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: _____

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:

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	8703	L.F.	$1.10	$9573.30
2. Sheeting/Shoring	14,400	S.F.	$.90	$12,960.00

8/09/24
Name (signature) Date

Joseph D. Webber
Name (typed or printed)

President
Title

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 suchprohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

8/29/24

Name (signature) Date

Joseph D. Weber

Name (typed or printed)

President

Title

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.

J.D. Weber Construction
COMPANY NAME

AUTHORIZED SIGNATURE

Joseph D. Weber
NAME (PRINT OR TYPE)

President
TITLE

8/29/24
DATE

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.)
STATE ROAD 40/AIRPORT ROAD WATERMAIN LOOP PROJECT
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: J.D. Weber Construction Co.

Address: 150 Business Center Dr.

Business or Contractor License Number: CUC1224075

Phone Number: 386-671-2727 Fax Number: 386-671-2471

Owner's Name: Joseph D Weber Signature: [signature]

Sworn to before me this 29th day of August, 2024

Notary Public for the State of FL, My Commission Expires 6/30/2027

Notary Public Signature: Kelley Picklesimer

Printed Name: Kelley Picklesimer

Notary Public State of Florida
Kelley L Picklesimer
My Commission HH 381229
Expires 6/30/2027

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

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.

J. D. Weber Construction
COMPANY NAME

AUTHORIZED SIGNATURE

Joseph D. Weber
NAME (PRINT OR TYPE)

President
TITLE

8/29/24
DATE

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the President of J.D. Weber Construction Co
   (Title) (Business Name)
   which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: 8/29/24, 20 Signed: _ Title: President

Joseph D. Weber Print Name:__ Entity: J.D. Weber Construction

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 28th day of August, 20 24, by Joseph D. Weber and who:

☑ Is personally known to me; or ☐ has produced _____ as identification.

Kelley Picklesimer
Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission and Expiration Date:

(seal)

Notary Public State of Florida
Kelley L Picklesimer
My Commission HH 381229
Expires 6/30/2027

My commission expires: 6/30/2027

END OF BID

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we **J.D. Weber Construction Co.**

150 Business Center Drive, Ormond Beach, FL 32174
(*hereinafter called Principal*) and

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

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the STATE ROAD 40/AIRPORT ROAD WATERMAIN & FORCEMAIN **Bid No. 2024-37**, in and for the City and

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

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this **28th** day **August**, 20 **24**.

J.D. Weber Construction Co.
(*Principal*)

By: _____

ATTEST:

_____
(SEAL)
Melissa Beckworth, Account Executive

Swiss Re Corporate Solutions America Insurance Corporation
(*Surety*)

By: _____
James C. Congelio, Attorney-In-Fact

END OF SECTION

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAMES C. CONGELIO and JAMES N. CONGELIO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing 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."

By_____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By_____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 24TH day of MAY, 20 23

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 24TH day of MAY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 28, 2026

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of August, 20 24.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

VIA EMAIL DELIVERY

September 4, 2024

Mr. George Lavatelli, P.E.
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

Re: State Road 40/Airport Road
Watermain & Forcemain Loop
Project - Mainland
Bid No. 2024-37
ZC 19100

Dear Mr. Lavatelli:

Zev Cohen & Associates, Inc has performed a review of the bid tabulation associated with the above referenced bid opening that occurred on August 29, 2024, at 3:00 PM. The apparent low bidder for this project is **J. D. Weber Construction Company, Inc., with a Grand Total low bid of $4,525,369.95**. We have attached the spreadsheet breakdown of all the bids received on this date. No corrections were made, thus the grand totals announced during the bid opening remain unchanged.

ZCA recommends award of the State Road 40/Airport Road Watermain & Forcemain Loop Project contract to J. D. Weber Construction Company, Inc. for the bid amount of $4,525,369.95.

Should you require anything further from ZCA, please feel free to contact our office.

Respectfully submitted,
Zev Cohen & Associates, Inc.

John Dillard, P.E.
Project Engineer

JD/hk
19100_bidaward_ltr_(09-04-24)
Cc: Robert J. Ball, P.E.
M. Dwight DuRant, P.E.
Samuel C. Hamilton, P.E.
Haluk "Luke" Kilic, P.E.
FILE

BID OPENING TABULATION

STATE ROAD 40/ AIRPORT ROAD WATERMAIN & FORCEMAIN LOOP

Bid No. 2024-37

August 29, 2024 at 3:00 PM

Contractor	Addendum 1	Addendum 2	Bid Bond	Total Bid
Carr & Collier	y	y	y	$7,493,733.00
Hazen Construction	y	y	y	$4,856,912.00
SanPik Inc	y	y	y	$7,993,392.00
4C's Trucking & Excavation	y	y	check	$4,575,633.02
DB Civil Construction	y	y	y	$4,895,900.00
Carthcart Construction Company	y	y	y	$6,994,663.00
JD Weber Construction Co	y	y	y	$4,525,369.95
Masci General Contractors	y	y	y	$8,146,175.64

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

Tabulated by: Rob Hart
Purchasing Coordinator

Opened by: Alex Schumann
City Engineer

City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 7.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Auto Renewal - Process Control and Instrumentation (SCADA)		
Summary:	This agenda item is to inform the City Commission that staff intends to utilize the auto-renewal portion of the Process Control and Instrumentation (SCADA) contract with CEC Controls Company, Inc, and Revere Control Systems, Inc. An auto-renewal provision allows a contract to extend beyond its initial term without requiring formal renewal action. Once the contract reaches its end date, it automatically renews for an additional term, unless either party gives notice of intent to terminate or modify within a specified time frame. This ensures continuity of services while minimizing the need for renegotiation each time the contract term expires. However, it's important to monitor such provisions to ensure they align with the City's goals and budget. The City of Ormond Beach entered into a contract with CEC Controls Company, Inc, and Revere Control Systems, Inc., to provide SCADA services on an as-needed basis, under Resolution 2020-183. This contract established a time period of 3 years, beginning on Decemeber 1st, 2020. Additionally, this contract allows for 2 one-year auto-renewals. Staff intends to utilize the second auto-renewal within this contract to add an additional one-year time period, thereby extending the contract until November of 2025. Under the current contract, both CEC Controls Company, Inc. and Revere Control Systems, Inc. have provided reliable and high-quality service to the City. The process control and instrumentation services provided have aided in keeping the City's utility systems in operation, thereby allowing the City to maintain the level of service expected by its customers.		
Financial Impact:	The City anticipates spending approximately $145,000 on Process Control and Instrumentation services this fiscal year. This estimate is		

	based on funds utilized in previous fiscal years. Fund 401 - Water and Wastewater Operating Account has sufficient funds in FY 2024-25 for this item.
Citizen Impact:	Proper maintenance and repair of the City's SCADA system is an essential component of utility operations. Contracting with knowledgeable, reputable, and experienced vendors aids in maintaining public health, safety, and overall permit complaince.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of a one year auto-renewal for the contract pertaining to process control and instrumentation services to CEC Controls Company, Inc. and Revere Control Systems, Inc.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. RES 2020-183 (7J) 2. City-of-Ormond 3. City of Ormond Beach - COI
Approval:	Kelly McGuire, Finance Director 10/16/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/23/2024 Joyce Shanahan, City Manager 10/23/2024

RESOLUTION NO. 2020-183

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH TWO PROFESSIONAL FIRMS FOR PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION REPAIR SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2020-30; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (RFP 2020-30) for process control system, equipment and instrumentation repair services on an as needed basis regarding the Supervisory Control and Data Acquisition (SCADA) system, instrumentation and programmable logic controllers and related utilities infrastructure ("the Project"), and

WHEREAS, the City's professional staff have reviewed the proposals received and have negotiated contracts with two (2) firms to provide the aforedescribed repair services (copies of said proposals being incorporated in the contracts which are attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing, the City's professional staff recommends that the City Commission accept the proposals of CEC Controls Company, Inc. and Revere Control Systems, Inc. to provide repair services on an as-needed basis for the Project at the prices set forth on the attached contracts, and

WHEREAS, the City Manager has certified that money for the project, not to exceed $350,000.00 annually, has been appropriated to the Water & Wastewater Operating Fund, the Water Treatment Plant Repair & Maintenance Fund, the Wastewater Treatment Plant Repair and Maintenance Fund, and the Capital Project Fund and the said funds have not been appropriated for any other purpose, and

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

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with CEC Controls Company, Inc. to provide process control system, equipment and instrumentation repair services on an as needed basis regarding the SCADA system, instrumentation and programmable logic controllers and related utilities infrastructure.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Revere Control Systems, Inc. to provide process control system, equipment and instrumentation repair services on an as needed basis regarding the SCADA system, instrumentation and programmable logic controllers and related utilities infrastructure.

SECTION THREE. All other proposals relative to the aforedescribed Project shall be deemed rejected upon the execution of contracts with CEC Controls Company, Inc. and Revere Control Systems, Inc.

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

APPROVED AND AUTHENTICATED this 1st day of December, 2020.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2020\12-01-20\20-183 Process Cntrl Equip Instr Svcs As Needed (P20-).docx

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **CEC Controls Company, Inc.** ("Contractor"), 5306 4th Avenue Circle East, Bradenton, FL 34208, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposal (RFP #2020-30 "Process Control System, Equipment & Instrumentation Services") dated September 30, 2020, attached hereto as Exhibit "A", and the Proposal dated September 30, 2020, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years with two (2) automatic one-year renewal options, unless either party provides at least ninety (90) days prior written notice of its intent not to renew.

3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

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

CEC Controls Company, Inc.
Mark Bilbrey, Project Controls Manager
5306 4th Avenue Circle East
Bradenton, FL 34208

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations

	$ 50,000	Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000	Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]	

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

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

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

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

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

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

provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO

THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

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

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

DATED this 1 day of December, 2020.

Witnesses:

Wendy Hontz

Print Name: Wendy Hontz

Cassidi Ritz

Print Name: Cassidi Ritz

CITY OF ORMOND BEACH

By: Bill Partington
BILL PARTINGTON
Mayor

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 8 day of JANUARY, 2021.

Witnesses:

Print Name: BRIANNA HALE

Linda S. Updike

Print Name: LINDA S. UPDIKE

CEC CONTROLS COMPANY, INC.

By: Mike Sobecki

Print Name: MIKE SOBECKI

Title: OPERATIONS MGR

Attest: Richard Burnell

Print Name: RICHARD BURNELL

Title: CONTROLLER

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES**

RFP NUMBER: **2020-30**

RFP DUE DATE & TIME: **September 30, 2020 at 2:30 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 17, 2020 at 2:00 p.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

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

PROPOSER'S NAME: Wood Automation - CEC Controls

PROPOSER'S MAILING ADDRESS: 5306 4th Avenue Circle East

CITY-STATE-ZIP: Bradenton FL 34208

F.E.I.N.: 38-1846671

PHONE NUMBER: 941-803-9464 EMAIL: mark.bilbrey@woodplc.com

If returning as a "No Proposal", please state reason (s): na

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Mark Bilbrey
NAME (TYPED)

Project Controls Manager
TITLE

September 30, 2020
DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

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

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

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

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

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

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

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

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

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

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

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

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

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

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

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 – 30

I. INTRODUCTION

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide technical services on an "as needed basis" for the Utilities Division of the Public Works Department in the field of programming, maintenance, and calibration services to the City's Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) process control equipment systems in order to maintain normal operation of the City's treatment plants, well sites, storage tanks, and pump stations. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

To be considered, bidders must submit one (1) signed and unbound original of the complete proposal packet, including all required attachments, along with one (1) full complete electronic file of the proposal in pdf format on either a CD or thumb drive by the closing date and time. Responses shall be submitted in sealed envelopes and clearly identified as "**PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES**" and reference **RFP No. 2020-30** on the outside of the envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Bids delivered after the time and date specified will not be accepted.** The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required. For any question regarding bid delivery contact the purchasing office at 386-676-3223.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extend outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2019 included 22,532 active water accounts, of which 17,412 were located within the City limits. Records indicate there were 17,532 active water & sewer accounts, of which 17,265 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

The Utilities Division of the City's Public Works Department is responsible for providing quality potable water, sanitary sewer and reclaimed water services to utility customers in a manner that balances social, environmental, and economic factors. The Utilities Division of the Public Works Department consists of five operating sections: Water Production, Water Reclamation (sometimes referred to as the Wastewater Treatment Facility), Potable Water Distribution, Wastewater Collection & Reclaimed Water Distribution, and Equipment Maintenance.

The Water Production Division is responsible for the safe and efficient operation of the City's Water Treatment Plant (WTP), 39 wells, 3 water storage tanks, and four water distribution booster stations. The WTP has a design capacity of 12.0 million gallons per day.

The Water Reclamation Facility (also referred to as the Wastewater Treatment Facility) is responsible for the safe and efficient treatment of wastewater, the supply of reclaimed water for irrigation, and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The City's Water Reclamation Facility is designed to treat sewage at a rate of 8 million gallons per day. The City utilizes 76 sanitary sewer lift stations to transmit wastewater to the Wastewater Reclamation Facility. Meanwhile, the reclaimed water system has a permitted capacity of 10 million gallons per day, and utilizes 3 reclaimed water storage tanks and associated pump stations.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES on an "as needed" basis. The term of this contract shall be for an initial three (3) year agreement. The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this

contract based on contractor's acceptance, level of performance and approved funding.

B. Scope of Work:

(1) General Overview

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. The scope of work under this contract shall include services in the areas of **(2) Preventative Maintenance**, **(3) Routine Repairs and Advanced Programming** (including SCADA radio telemetry and PLC's), and **(4) Emergency Repairs and Programming**.

A general listing of the facilities to be serviced is provided herewith under this **Section B-Scope of Work,** as detailed in **(6) Current Inventory for the Utilities Division Facilities,** and **(7) Supplemental Information for Utilities Division Facilities**. In general, the services to be provided under the Scope of Work includes, but is not limited to, the following:

(2) Preventative Maintenance Service

1. The successful offeror, also referred to herein as Contractor, shall provide all required programming, maintenance, and calibration services associated with the City's SCADA and PLC Process control equipment systems that is required to maintain normal operation of the treatment plants, well site, storage tanks, and pump stations.

2. All work to be scheduled between the normal work hours of 7:00 AM and 4:00 PM, Monday through Friday.

3. When performing preventative maintenance, upon conclusion of service, a report outlining work performed and work necessary to complete shall be submitted to the City. It is required that as part of this service, the Contractor shall perform services to correct calibration or typical preventative maintenance problems to the system. If additional problems are determined, a scope of repair work shall be prepared and accepted by City prior to commencement of such repair work.

4. When performing preventative on hardware, service visit shall include at a minimum: Cleaning of equipment/instrument per the instructions of the Original Equipment Manufacturer (OEM), cleaning and clearing of instrument supply lines, and instrument calibration verification per manufacturer's recommendations utilizing factory calibrated and properly maintained instruments.

5. The successful offeror will supply all labor, vehicles, tools, testing

equipment and parts, which satisfy manufacturer's applicable requirements. The Contractor shall advise the City of all costs required to provide such services and receive authorization by the City prior to commencing services. The City shall have the right to purchase parts direct from the OEM or through the Contractor.

6. The successful offeror will be responsible for providing advance notification, a minimum of twenty-four (24) hours, to the facility managers of any service or maintenance activities.

7. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the City for review and approval. The proposal should specify:

   a. Labor billing rate for repair service not covered under the unit price agreement supplied by the vendor with the original contract proposal. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.

   b. Policies, if any, on pricing of replacement parts not covered under the unit price agreement supplied by the vendor with the original contract proposal.

(3) Routine Repairs and Advanced Programming Services

1. On an as-needed basis, the successful offeror shall provide SCADA and PLC programming, diagnostic and trouble-shooting services to the City's water and wastewater facilities process control systems and remote pumping facilities (including wells and lift stations RTU's).

2. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the City for review and approval. The proposal should specify:

   a. Labor billing rate for repair service not covered under the fixed price annual preventative maintenance service. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.

   b. All hourly rates shall include labor, expenses, and travel to the City. These On-Demand services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system integration work and general Process Control system trouble-shooting and repair.

   c. Routine repair work scheduled in advance is defined as: Monday

through Friday, 7:00 a.m. until 4:00 p.m. If the repair impacts normal operations, City may request routine work to be scheduled Monday through Friday between 4:01 p.m. and 6:59 a.m.

(4) Emergency Repairs and Programming Services

1. The successful offeror shall provide emergency SCADA and PLC programming, and repair services to the City's water and wastewater facilities process control systems.

2. Emergency service is 24-hours per day, 7 days a week. Contractor shall respond, and be at the City's work location, responding to emergency calls with eight (8) hours of the City's request. *Emergency rates shall apply to the first eight (8) hours of service, after which any remaining work will revert to routine, scheduled work rates.*

3. All hourly rates shall include labor, expenses, and travel to the City. These emergency services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system integration work and general Process Control system trouble-shooting and repair.

4. The City shall authorize any repairs that are necessary to return any equipment to operating status.

(5) Parts and Materials Used

1. In such cases where the Contractor is authorized to furnish new parts, either for repair or 100% replacement, the City's cost shall be limited to a value equal to the Contractor's actual cost, including freight. The Contractor shall not invoice the City any markup fees or additional percentage of cost. Original invoices from the parts' distributor or manufacturer shall be made available to the City upon request or payment may be withheld.

2. The Contractor is to ensure that all parts and materials used will be new and conform to the OEMs specifications. The Contractor is to use only new parts, assemblies or subassemblies, approved by the OEM, and is not to install used parts, or those removed from another system without the written approval of the City.

3. The City reserves the right to supply the Contractor with any parts on hand that would bring an item of equipment up to serviceable conditions. Any parts provided to the Contractor by the City will be provided at no cost to the Contractor.

4. The Contractor shall guarantee OEM replacements parts for a period of one

(1) year after the repair work is complete.

(6) Current Inventory for Utilities Division Facilities

This is a list of the current instrument inventory as of this bid. The addition of new equipment and replacement of current equipment may result in changes to this list. This list should be used by the offeror to establish City needs and appropriate pricing. The scope of work will include all utility sites and facilities, i indicated below.

Water Treatment Facility

1. Control Room (LPRO): Emerson Controlwave RED with RIO 1-2 (Electrical Room), RIO1-2 (Maintenance Shop) and RIO 1-4 (Lime Softening Building)
2. Sand Filter Building: Allen Bradley CompactLogix
3. High Service Pump Station: Emerson Controlwave PAC
4. Clearwell Transfer Pumps: Allen Bradley SLC 500

Water Supply Wells

1. Division 4D: Emerson Micro
2. Division 5D: Emerson Micro
3. Division 8D: Emerson 3305
4. Division 12D: Emerson Micro
5. Division 15D: Emerson Micro
6. Division 17D: Emerson 3305
7. Rima Ridge 35R: Emerson Micro
8. Rima Ridge 39R: Emerson Micro
9. Rima Ridge 40R: Emerson Micro
10. Rima Ridge 41R: Emerson Micro
11. Rima Ridge 36R: Emerson Express
12. Rima Ridge 37R: Emerson Express
13. Rima Ridge 38R: Emerson Express
14. State Road 40WF18SR: Emerson Micro
15. State Road 40WF19SR: Emerson Micro
16. State Road 40WF21SR: Emerson Micro
17. Hudson 24H: Emerson Micro
18. Hudson 22H: Emerson Express
19. Hudson 23H: Emerson Express

Water Distribution Booster Stations

1. State Park: Emerson Micro
2. Granada: Emerson Micro
3. Riverview: Emerson Micro
4. Nova: Emerson Micro

Water Storage Tanks

1. WTP Elevated Water Storage Tank
2. Standish Ground Storage Tank: Emerson Micro
3. Leeway Elevated Storage Tank: Emerson Micro

Wastewater Treatment Facility

1. Influent Pump Station (PLC-1)
2. Alum/Polymer Bldg. (PLC-2)
3. RAS/WAS Pump Station (PLC-3)
4. Main Electrical Building (PLC-4)

Wastewater Lift Stations

1. LS-1M (Mainland 1): Emerson Micro
2. LS-2M (Mainland 2): Emerson Micro
3. LS-3M (Mainland 3): Emerson Micro
4. LS-4M (Mainland 4M): Emerson Micro
5. LS-4M1 (Mainland 4M1): Emerson Micro
6. LS-5M (Mainland 5M): Emerson Micro
7. LS-6M (Mainland 6M): Emerson Micro
8. LS-7M (Mainland 7M): Emerson Micro
9. LS-7M1 (Mainland 7M1): Emerson Micro
10. LS-8M (Mainland 8M): Emerson Micro
11. LS-8M1 (Mainland 8M1): Emerson Micro
12. LS-8M2 (Mainland 8M2): Emerson Micro
13. LS-8M3 (Mainland 8M3): Emerson Micro
14. LS-9M (Mainland 9M): Emerson Micro
15. LS-10M (Mainland 10M): Emerson Micro
16. LS-11M (Mainland 11M): Emerson Micro
17. LS-12M (Mainland 12M): Emerson Micro
18. LS-13M (Mainland 13M): Emerson Micro
19. LS-1P (Peninsula 1P): Emerson 3305
20. LS-2P (Peninsula 2P): Emerson Micro
21. LS-3P (Peninsula 3P): Emerson Micro
22. LS-4P (Peninsula 4P): Emerson Micro
23. LS-5P (Peninsula 5P): Emerson 3305
24. LS-6P (Peninsula 6P): Emerson Micro
25. LS-7P (Peninsula 7P): Emerson Micro
26. LS-8P (Peninsula 8P): Emerson Micro
27. LS-AB1 (Aberdeen 1): Emerson Micro
28. LS-AB2 (Aberdeen 2): Emerson Micro
29. LS-AB3 (Aberdeen 3): Emerson Micro
30. LS-AB4 (Aberdeen 4): Emerson Micro
31. LS-AB5 (Aberdeen 5): Emerson 3305
32. LS-ABP (Airport Business Park): Emerson Micro
33. LS-AYO (Arroyo Parkway): Emerson 3305
34. LS-BAT (Breakaway Trails): Emerson Micro
35. LS-BC (Bear Creek): Emerson Micro

36. LS-CAM (Camelot): Emerson Micro
37. LS-CG (Castle Gate): Emerson Micro
38. LS-CHEL1 (Chelsea 1): Emerson Micro
39. LS-CHEL2 (Chelsea 2): Emerson Micro
40. LS-CRKSD (Creekside): Emerson Micro
41. LS-CS (CharlesCity Square): Emerson Micro
42. LS-FQ (Forest Quest): Emerson 3305
43. LS-GBC (Garden Business Center): Emerson 3305
44. LS-HD (Harley Davidson): Emerson Micro
45. LS-HH (Halifax Hospital): Emerson Micro
46. LS-HOMAC (HOMAC): Emerson Micro
47. LS-LO (Laurel Oaks): Emerson Micro
48. LS-MAC (MacDonald's): Emerson Micro
49. LS-OG (Ormond Green): Emerson Micro
50. LS-OL1 (Ormond Lakes 1): Emerson Micro
51. LS-OL2 (Ormond Lakes 2): Emerson Micro
52. LS-OL4 (Ormond Lakes 4): Emerson 3305
53. LS-OM (Ormond Mall): Emerson Micro
54. LS-PT (Pine Trail): Emerson Micro
55. LS-PWS (Pathway Elementary School): Emerson Micro
56. LS-SAN (San Marco): Emerson 3305
57. LS-SC (Shadow Crossings): Emerson Micro
58. LS-SL (Shadow Lakes): Emerson Micro
59. LS-SM (Spring Meadows): Emerson Micro
60. LS-SO (Sandy Oaks): Emerson Micro
61. LS-SP (Southern Pines): Emerson 3305
62. LS-SR (Saddlers Run): Emerson Micro
63. LS-SW (Spanish Waters): Emerson Micro
64. LS-TM (Tomoka Meadows): Emerson Micro
65. LS-CITYE (City Center): Emerson Micro
66. LS-VGO (Villagio): Emerson Micro
67. LS-WM (Walmart): Emerson Micro
68. LS-CRN (Crown): Emerson Micro
69. LS-RB (River Bend): Emerson Micro
70. LS-CP (City Provs): Emerson Micro
71. LS-DC: Emerson 3305
72. LS-HR: Emerson Micro
73. BSAIR: Emerson Micro
74. LS-HW: Emerson Micro
75. LS-RO: Emerson Micro
76. SWLC: Emerson Micro

Reuse Storage and Pumping Stations

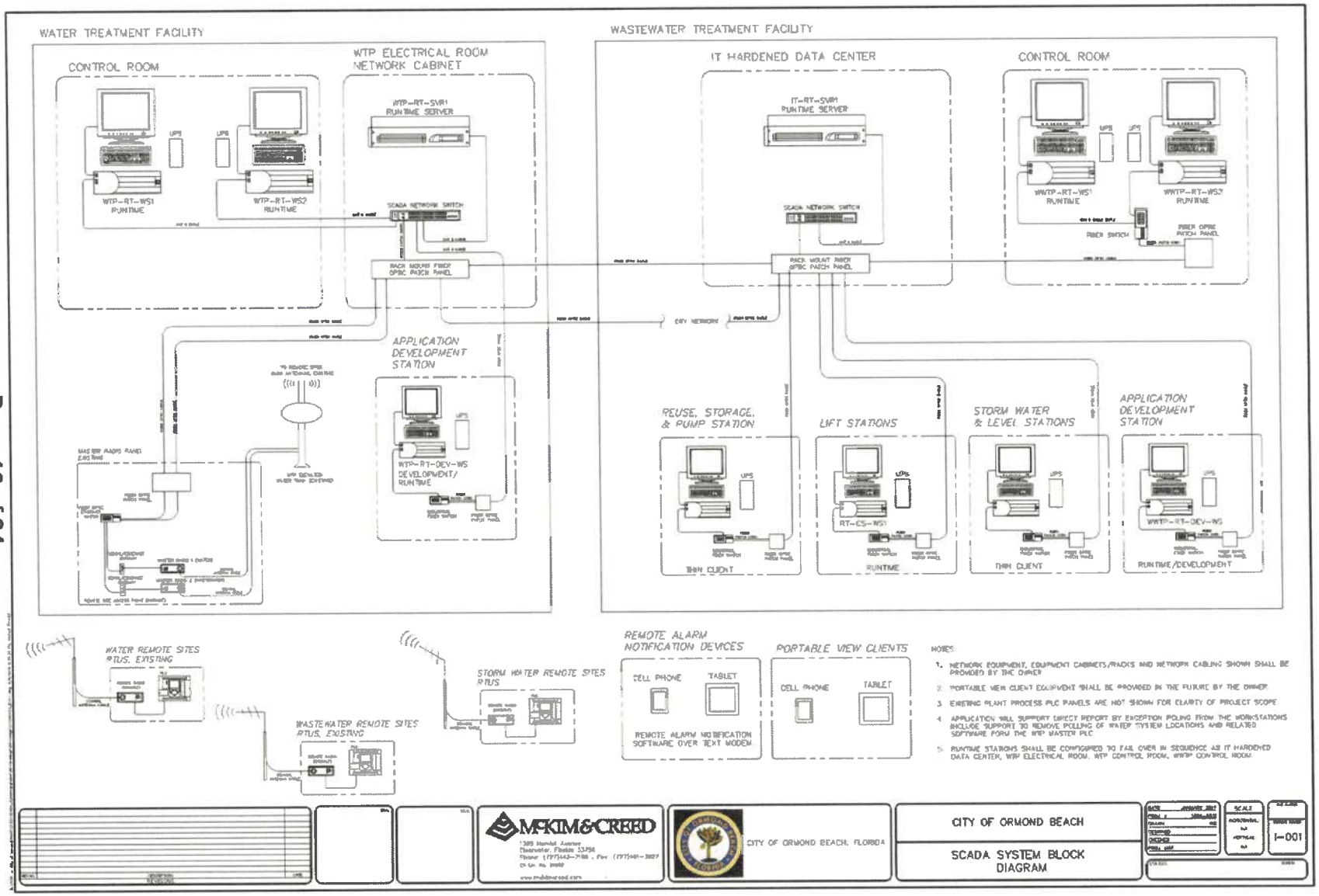
1. Orchard St. High Service: Emerson Micro
2. Breakaway Trails: Emerson Micro
3. Shadow Crossing: Emerson Micro

Storm Water Pumping Stations (Total of 2)

Storm Water Level Stations (Total of 4)

(7) Supplemental Information for Utilities Division Facilities

1. A SCADA System Configuration and Communication diagram has been prepared and included as part of this package. The diagram provides general information on the details of major SCADA system computer components and connectivity.


WATER TREATMENT FACILITY
CONTROL ROOM
WTP ELECTRICAL ROOM
NETWORK CABINET
WTP-RT-SVR1
RUNTIME SERVER
WTP-RT-WS1
RUNTIME
WTP-RT-WS2
RUNTIME
SCADA NETWORK SWITCH
RACK MOUNT FIBER OPTIC PATCH PANEL
APPLICATION
DEVELOPMENT
STATION
WTP-RT-DEV-WS
DEVELOPMENT/
RUNTIME
WASTEWATER TREATMENT FACILITY
IT HARDENED DATA CENTER
IT-RT-SVR1
RUNTIME SERVER
SCADA NETWORK SWITCH
RACK MOUNT FIBER OPTIC PATCH PANEL
CONTROL ROOM
WWTP-RT-WS1
RUNTIME
WWTP-RT-WS2
RUNTIME
FIBER SWITCH
FIBER OPTIC PATCH PANEL
CITY NETWORK
REUSE, STORAGE,
& PUMP STATION
THIN CLIENT
LIFT STATIONS
RT-CS-WS1
RUNTIME
STORM WATER
& LEVEL STATIONS
THIN CLIENT
APPLICATION
DEVELOPMENT
STATION
WWTP-RT-DEV-WS
RUNTIME/DEVELOPMENT
WATER REMOTE SITES
RTUS, EXISTING
STORM WATER REMOTE SITES
RTUS
WASTEWATER REMOTE SITES
RTUS, EXISTING
REMOTE ALARM
NOTIFICATION DEVICES
CELL PHONE
TABLET
REMOTE ALARM NOTIFICATION
SOFTWARE OVER TEXT MODEM
PORTABLE VIEW CLIENTS
CELL PHONE
TABLET
NOTES
1. NETWORK EQUIPMENT, EQUIPMENT CABINETS/RACKS AND NETWORK CABLING SHOWN SHALL BE PROVIDED BY THE OWNER
2. PORTABLE VIEW CLIENT EQUIPMENT SHALL BE PROVIDED IN THE FUTURE BY THE OWNER
3. EXISTING PLANT PROCESS PLC PANELS ARE NOT SHOWN FOR CLARITY OF PROJECT SCOPE
4. APPLICATION WILL SUPPORT DIRECT REPORT BY EXCEPTION POLING FROM THE WORKSTATIONS INCLUDE SUPPORT TO REMOVE POLLING OF WATER SYSTEM LOCATIONS AND RELATED SOFTWARE FORM THE WTP MASTER PLC
5. RUNTIME STATIONS SHALL BE CONFIGURED TO FAIL OVER IN SEQUENCE AS IT HARDENED DATA CENTER, WTP ELECTRICAL ROOM, WTP CONTROL ROOM, WWTP CONTROL ROOM
MCKIM&CREED
CITY OF ORMOND BEACH, FLORIDA
CITY OF ORMOND BEACH
SCADA SYSTEM BLOCK DIAGRAM
I-001

2. The City presently uses VTScada 11.3 software by Trihedral, Inc. as its SCADA system software platform.

3. The City's control hardware platform is existing and will continue in service through the duration of the contract. With limited exceptions, the control system hardware is ControlWave RTUs and PLCs by Emerson Process Management. Other equipment in use includes Allen Bradley CompactLogix, Allen Bradley SLC500 and Siemens S7 PLCs. When modifications are required for the Emerson RTU/PLC software, the vendor will utilize the services of Emerson Process Management to revise software and test the modifications.

4. VTScada 11.3 software is currently used at the City's water and wastewater treatment facilities, and remote pumping facilities (including raw water wells, potable water and reclaimed water pump stations, and sanitary sewer and stormwater lift stations).

5. All components of the City's utility infrastructure are existing systems, required to be operational during all construction/testing periods. The work and services provided under this contract shall be scheduled and coordinated with the City, at their convenience, to minimize the disruption of system operations.

(8) Contractor Qualifications

1. The Contractor shall perform all work necessary to select, furnish, configure, customize, debug, install, connect, calibrate (if required by the City), place into operation all hardware & software specified within specification form and to install all system software upgrades as required by the City to keep systems updated and running within the manufactures supported versions to include but not limited to VTScada 11.3, Control Wave Designer programming software (Emerson PLC software) MODBUS, as well as working knowledge of Altivar VFD's.

2. The Contractor shall be a "systems house" regularly engaged in the design and the installation of computer systems and their associated subsystems as they are applied to the municipal water or wastewater industry. For the purposes of this specification section, a "systems house" shall be interpreted to mean an organization that complies with all of the following criteria:

   a. Employs a registered professional Control Systems Engineer or Electrical Engineer to supervise or perform the work required by this specification section.

b. Employs personnel on this project who have successfully completed a manufacturer's training course on the configuration and implementation of the specific programmable controllers, computers and software.

c. Has performed work of similar or greater complexity on at least five (5) previous projects. Shall submit names, addresses, telephone numbers, and details of instrumentation.

d. Has been in the water/wastewater industry or similar industrial process controls performing the type of work specified in this specification section for a minimum of ten (10) years.

3. The Contractor shall maintain a fully equipped office/production facility with full-time employees capable of fabricating, configuring, installing, calibrating, troubleshooting, and testing the system specified herein. Qualified repair personnel shall be available and capable of reaching the facilities within a twenty-four (24) hour period for non-emergency services and shall be available and capable of reaching the facilities within a four (8) hour period for emergency services.

4. Actual installation of a system or additional equipment need not be performed by the company's employees; however, the company shall be responsible for the on-site technical supervision of the installation. Written approval must be given by the City for any subcontractors.

5. The Contractor shall submit a statement of qualifications, relevant to the specifications proposed for this bid that includes: equipment inventory, facility description, resumes of key personnel, experience references, and certifications.

6. The Contractor shall provide a list of telephone numbers, pager numbers, and cellular phone numbers where an Instrumentation Specialist can be reached at all times in the event of an emergency. Maximum thirty (30) minute call back time is required.

7. The Contractor's personnel working on-site at any City facility must be full- time or contracted employees of the awarded vendor and have photo identification to enter site and available upon request. The photo identification must contain the employee's full name, the bidder's official logo or name, occupational license number, and a unique employee identification number.

8. The City reserves the right to require a specific Equipment/Programming Specialist, as long as said Specialist is employed by the Contractor.

(9) Security and Proprietary Information

1. The City's proprietary information stored on electronic computing devices whether owned, or leased by the City, an employee or a third party, remains the sole property of the City. Contractor must ensure through legal or technical means that proprietary information is protected in accordance with the DATA PROTECTION STANDARD. Contractor has a responsibility to promptly report the theft, loss or unauthorized disclosure of the City's proprietary information. Contractor may access, use or share the City's proprietary information only to the extent it is authorized and necessary to fulfill assigned job. Remote access to the City's Process Control System(s) shall be minimized to the greatest extent possible to ensure the security of the system. The Contractor should be prepared to perform all but the most urgent repair work on-site.

2. The following are strictly prohibited:

    a. Accessing data, a server or an account for any purpose other than conducting City business.

    b. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws. The appropriate management should be consulted prior to export of any material that is in question.

    c. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).

    d. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the Contractor is not an intended recipient or logging into a server or account that the Contractor is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.

    e. Port scanning or security scanning.

    f. Connecting equipment to or exporting to any removable storage device without prior authorization from the City.

    g. Circumventing user authentication or security of any host, network or account.

h. Introducing honeypots, honeynets, or similar technology on the City's network.

i. Divulge remote connection modem phone numbers or other access points to City's computer resources to anyone without proper authorization.

j. Share account(s), passwords, Personal Identification Numbers (PIN), Security Tokens (i.e. Smartcard), or similar information or devices used for identification and authorization purposes.

k. Make unauthorized copies of copyrighted or City-owned software.

l. Use of non-standard shareware or freeware software without the appropriate City Management approval.

m. Download, install or run security programs or utilities such as password cracking programs, packet sniffers, or port scanners that reveal or exploit weaknesses in the security of a City computer resource unless approved.

(10) System Continuity

1. Should the City require on-site services, the Contractor shall make every effort to ensure that the equipment or system is left in operating condition. Should repairs performed by the Contractor result in equipment or system failure, the Contractor shall, within one (1) hour, inform the City authorized representative of the anticipated length of downtime. The Contractor shall make every effort to expedite repairs to minimize the downtime.

2. Should the City require on site services, (upon completion of all repairs, calibration, system start up and checkout procedures, and while the systems are in a "normal operating" condition), the Contractor and authorized City staff shall jointly demonstrate system performance to determine that the equipment operates properly and is acceptable. If control system loop checks are required, proper operation of the system loop shall be verified by operating all devices in the loop. Any failures shall be deemed as not meeting OEM requirements and shall require retesting and return of the equipment to the Contractor for further evaluation.

(11) Training

In the event, the successful offeror installs new equipment, software or system programming, they shall be responsible to provide City a hard copy and electronic training material and user manuals.

III. PROPOSAL REQUIREMENTS

A. Inquiries

Inquiries concerning this Request for Proposals shall be submitted to the attention of the Purchasing Coordinator by email to robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, NO questions will be responded to after September 21, 2020 at 5 p.m. which is nine (9) days prior to the submittal due date. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

B. Submission of Proposals

Submittals will not be evaluated on the aesthetics of the package. Non-recyclable materials are discouraged. Points may be deducted for Responses that exceed seventy-five (75) pages.

The following material must be received no later than 2:30 p.m. on September 30, 2020 for a proposing firm or individual to be considered:

1. One (1) original, unbound copy and one (1) digital copy contained on a CD or flash drive with all the same documents in a PDF format. The proposal shall include the following:

    a. Title Page: Title page marked, "**PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES**", the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

    b. Table of Contents: Include a clear identification of the material included in the proposal by page number.

    c. Proposer's Statement of Qualification: Include Proposer's name and principal address; contact person's name and title; telephone and fax number; FEIN;

number of years organization has been in business; number of years your firm has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

d. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

e. Profile or Proposer: State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done. State the size of staff, number of professional staff and over-all experience of assigned staff for this project.

C. Technical Proposal

1. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the "PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES", in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated.

a. Qualifications, Capabilities, and Experience of the Firm

i. Describe your firm's history and the organizational structure of the team established to manage the project.

This is to include the administrative operation and key personnel and their area of responsibility.

ii. Describe the methodology employed to ensure prompt service, customer satisfaction, prompt complaint resolution, and effective employee performance and training.

iii. Provide information of your top five customers.

iv. List the last three (3) contracts held comparable to this specific project and related experience accomplished by the proposer firm. Indicate:

- Client Name, address, and telephone number
- Principal/Project Manager in charge, licensing/certifications, various team positions
- Description of the contract including;
- Contract objective(s)/accomplishments
- Challenges encountered, resolutions
- Contract starting and ending dates

v. Comment on other areas which make your firm different from your competitors.

D. Cost Schedule

Bidders shall provide a comprehensive **"RATE SCHEDULE."** Bidders are given the option of developing and submitting their own **"RATE SCHEDULE"** that best reflects their company structure OR bidders may complete the table entitled "**RATE SCHEDULE,**" which includes additional blank spaces for unlisted job titles and rates, provided at the bottom of the table. These blank spaces are intended to allow the bidder to add other titles and rates as they deem necessary in their proposal.

In the **"RATE SCHEDULE"** table provided in the specifications, "ISA" refers to the International Society of Automation. While the Cost Schedule lists ISA certification, other comparable certifications are permissible. In addition, the term "Straight Time" shall be understood to mean all hours worked during normal weekdays but not exceeding eight (8) hours per day. Similarly, "Overtime" shall be understood to mean all hours worked after eight (8) hours on weekdays AND all hours worked on Holidays and weekends. "EI" refers to an Engineering Intern while "PE" refers to a Professional Engineer licensed in the State of Florida.

PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 – 30
RATE SCHEDULE

	JOB TITLE	HOURLY RATE
	DESIGN RATES (OFFICE) (1, 2 & 3)	
1a	AutoCAD Design Rate (Straight Time)	$ 70.00
1b	AutoCAD Design Rate (Overtime)	$ 88.00
1c	AutoCAD Design Rate (Travel time)	$ 65.00
2a	Controls Engineer (EI) Design Rate (Straight Time)	$ 95.00
2b	Controls Engineer (EI) Design Rate (Overtime)	$ 115.00
2c	Controls Engineer (EI) Design Rate (Travel time)	$ 75.00
3a	Controls Engineer (PE) Design Rate (Straight Time)	$ 150.00
3b	Controls Engineer (PE) Design Rate (Overtime)	$ 185.00
3c	Controls Engineer (PE) Design Rate (Travel time)	$ 100.00
	FIELD RATES (4, 5, 6 & 7)	
4a	Controls Engineer (EI) Field Rate (Straight Time)	$ 120.00
4b	Controls Engineer (EI) Field Rate (Overtime)	$ 150.00
4c	Controls Engineer (EI) Field Rate (Travel time)	$ 75.00
5a	Controls Engineer (PE) Field Rate (Straight Time)	$ 175.00
5b	Controls Engineer (PE) Field Rate (Overtime)	$ 175.00
5c	Controls Engineer (PE) Field Rate (Travel time)	$ 100.00
6a	ISA Level III Technician Apprentice (Straight Time)	$ 120.00
6b	ISA Level III Technician Apprentice (Overtime)	$ 150.00
6c	ISA Level III Technician Apprentice (Travel time)	$ 75.00
7a	ISA Level III Certified Technician (Straight Time)	$ 150.00
7b	ISA Level III Certified Technician (Overtime)	$ 175.00
7c	ISA Level III Certified Technician (Travel time)	$ 75.00
	PROJECT MANAGER (8)	
8a	Project Manager Rate (Straight Time)	$ 110.00
8b	Project Manager Rate (Overtime)	$ 135.00
8c	Project Manager Rate (Travel time)	$ 75.00
	Above rates are by Wood Automation & Controls-CEC Controls	
	Bradenton Florida	
	Use additional sheets for other titles, as necessary	

IV. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

A.	Cost Schedule	20%
B.	Experience	20%
C.	Qualifications	20%
D.	Capability	20%
E.	Past Performance	20%

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

V. TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with Federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time.

F. Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the

proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm(s) selected.

G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

Risk Management and Insurance Requirements

A. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

B. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**	
$0 - $25,000	$300,000	Each Occurrence
	$300,000	General Aggregate*
	$300,000	Aggregate Products & Completed Operations
	$ 25,000	Fire Damage (any one fire)
$25,001 - $250,000	$500,000	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurenca/$2 Million General Aggregate]	

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	**Limits (not less than)**
$0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

C. Requirements for Certificates of Insurance

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

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial

General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

4. The City shall be listed as a named insured on all policies of insurance and certificates thereof.

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020-30

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Wood Automation & Control - CEC Controls

COMPANY NAME

AUTHORIZED SIGNATURE

Mark Bilbrey

NAME (PRINT OR TYPE)

Process Controls Manager

TITLE

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 - 30

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Company Name	Wood Automation & Control - CEC Controls
Authorized Signature	
Print Name	Mark Bilbrey
Title	Process Controls Manager

PROCESS CONTROL SYSTEM

EQUIPMENT & INSTRUMENTATION SERVICES

CEC Controls/Wood Automation

5306 4th Avenue Circle East

Bradenton FL 34208

Mark Bilbrey

Direct Ph#: 941-444-4167

Cell Ph#: 615-207-2409

September 30, 2020

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History of all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants	Page 5
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Conflict, Non-conflict of Interest & Litigation statement	Page 6
Transmittal letter including: -CEC's understanding of the work to be done -CEC's commitment to perform the work within the time period -CEC's statement of why the firm believed itself to be best qualified to perform the engagement -CEC's statement that the proposal is a firm and irrevocable offer for the engagement period.	Page 7
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Wood/CEC Bradenton is local focusing on Florida.	Page 8
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Last three (3) contracts held comparable to this specific project and related experience accomplished by the proposer firm. Indicate: • Client Name, address, and telephone number • Principal/Project Manager in charge, licensing/ certifications, various team positions • Description of the contract including; • Contract objective(s)/accomplishments • Challenges encountered, resolutions • Contract starting and ending dates	Page 24-26
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City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES**

RFP NUMBER: **2020-30**

RFP DUE DATE & TIME: **September 30, 2020 at 2:30 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 17, 2020 at 2:00 p.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

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

PROPOSER'S NAME: Wood Automation - CEC Controls

PROPOSER'S MAILING ADDRESS: 5306 4th Avenue Circle East

CITY-STATE-ZIP: Bradenton FL 34208

F.E.I.N.: 38-1846671

PHONE NUMBER: 941-803-9464 EMAIL: mark.bilbrey@woodplc.com

If returning as a "No Proposal", please state reason (s): na

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Mark Bilbrey
NAME (TYPED)

Project Controls Manager
TITLE

September 30, 2020
DATED

PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 – 30
RATE SCHEDULE

	JOB TITLE	HOURLY RATE
	DESIGN RATES (OFFICE) (1, 2 & 3)	
1a	AutoCAD Design Rate (Straight Time)	$ 70.00
1b	AutoCAD Design Rate (Overtime)	$ 88.00
1c	AutoCAD Design Rate (Travel time)	$ 65.00
2a	Controls Engineer (EI) Design Rate (Straight Time)	$ 95.00
2b	Controls Engineer (EI) Design Rate (Overtime)	$ 115.00
2c	Controls Engineer (EI) Design Rate (Travel time)	$ 75.00
3a	Controls Engineer (PE) Design Rate (Straight Time)	$ 150.00
3b	Controls Engineer (PE) Design Rate (Overtime)	$ 185.00
3c	Controls Engineer (PE) Design Rate (Travel time)	$ 100.00
	FIELD RATES (4, 5, 6 & 7)	
4a	Controls Engineer (EI) Field Rate (Straight Time)	$ 120.00
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8c	Project Manager Rate (Travel time)	$ 75.00
	Above rates are by Wood Automation & Controls-CEC Controls	
	Bradenton Florida	
	Use additional sheets for other titles, as necessary	

Wood Automation & Control/CEC Controls Qualifications:

Proposer Information

Proposer name:	Wood Automation – CEC Controls
Proposer address:	5305 4th Avenue Circle East Bradenton FL 34208
Proposer FEIN:	38-1846671

Wood Automation & Control /CEC Controls History:

CEC Controls, a Wood Group Company, originally founded in 1966 and acquired by the Wood Group in 2017, specializes in the design, build, and field implementation of Process Instrumentation & Control and SCADA Systems for the Water and Wastewater sector. CEC Controls also provides Control Systems for Industrial Automation Clients including Material Handling Systems, Special Machine Controls, and Vision Inspection Systems. CEC Controls is a full-service systems integration company, experienced in doing multi-million-dollar Process and Industrial Control Systems. Each of the systems we build utilizes the latest, state-of-the art technology and software available for our industry.

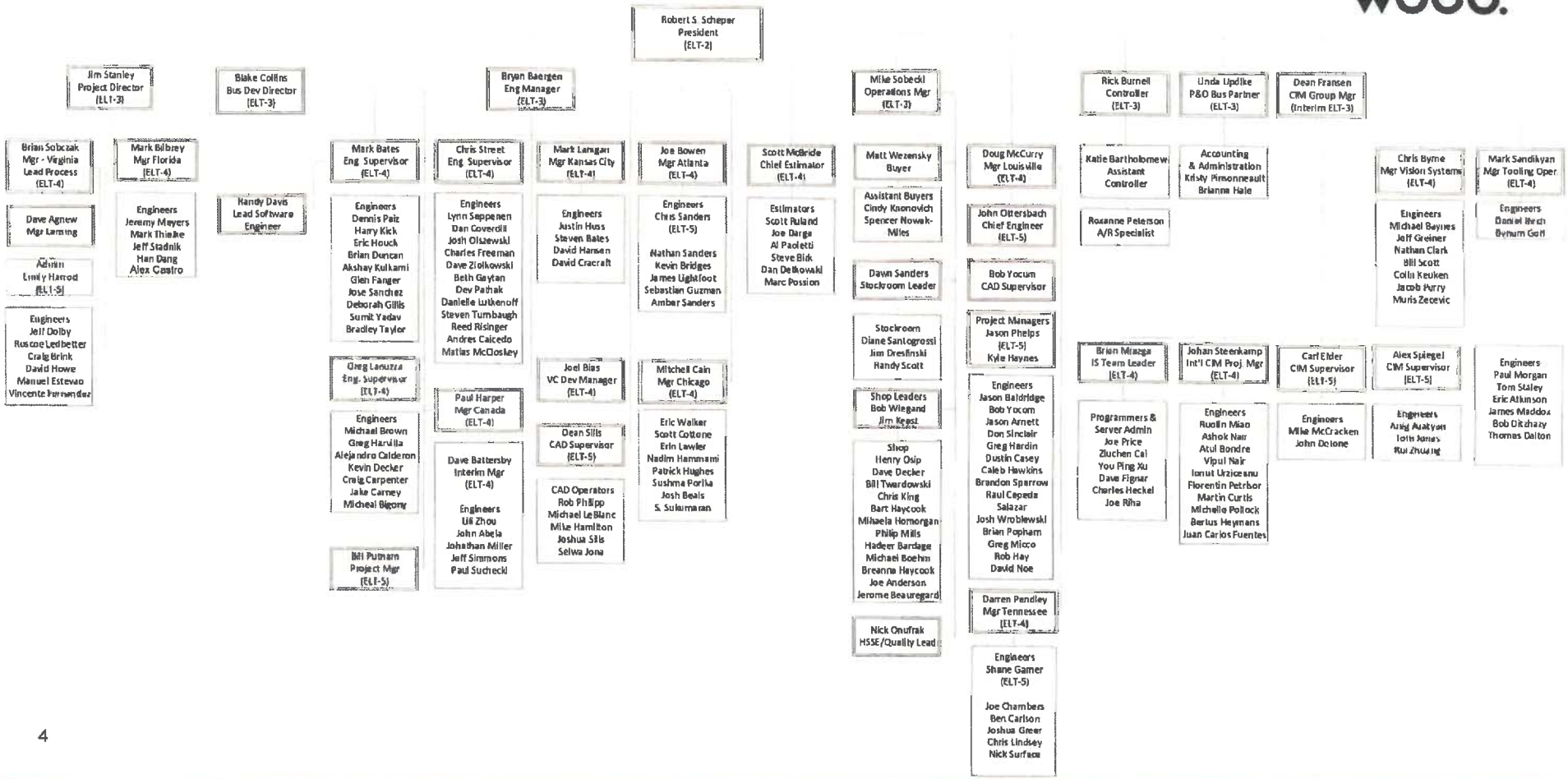
CEC Controls has 14 remote engineering & service offices, which are located in **Bradenton, Florida;** Atlanta, GA; Chicago, IL; Kansas City, MO; Nashville, TN; Louisville, KY; Norfolk, VA; Oakville, Ontario; Wixom, MI and Silao, Mexico to further support our wide customer base. Our headquarters is located in Warren, MI. UL panel shops are located in Warren, MI and **Palmetto, Florida**. CSA approved panel shop is located in our Canada office. CEC Controls builds an average of 2500 panels per year.

Our History



CSIA CERTIFIED
ISO 9001:2008

Company Organizational Chart



CEC Controls Company, Inc. • 14555 Barber Ave. • Warren Michigan 48088 - 6002 • Phone 586.779.0222 • Fax 586.779.0266

Work history specific to this RFP:

The number of years CEC Controls has been in business in work specific to this RFP is eleven (11) years. In 2009 our process controls division was formed and one of its major focus's was on the municipal controls marketplace. Since then we have provided assistance, maintenance, troubleshooting and overall controls support to our customers. We have a number of personnel who have been involved in this type of work for 30 plus years.

Work completion statement:

CEC Controls has never failed to complete work awarded to our company due to our lack of ability to perform. We have stopped work due to our customer's scheduling changes or due to our customer's lack of funding to continue a given project. Our intent in every case was to return to the project and complete our work once the customer was able to continue.

Five (5) year history of claims, arbitrations, administrative hearings and lawsuits:

No occurrences in a five year time frame.

History of all criminal proceedings or hearings concerning business related offenses in which the proposer, its principals or officers or predecessor organization(s) were defendants:

No occurrences of this type.

History of convictions of a Public Entity Crime in which the proposer, its principals, officers or predecessor organization(s) were debarred or suspended from bidding by any government entity:

No accusations or convictions of a Public Entity Crime the proposer, its principals, officers or predecessor organization(s)

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020-30

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Wood Automation & Control - CEC Controls

COMPANY NAME

AUTHORIZED SIGNATURE

Mark Bilbrey

NAME (PRINT OR TYPE)

Process Controls Manager

TITLE

TRANSMITTAL LETTER

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

September 30, 2020

Reference: RFP NUMBER 2020-30

CEC Controls understands that this proposal (RFP# 2020-30) is to provide on an "as needed basis" service for the instruments and controls at Ormond Beach's water and wastewater facilities. The work is to provide for preventive maintenance on the controls and routine repairs as necessary. CEC Controls will also provide programming (advanced or otherwise) which may involve PLCs, SCADA screens and radio telemetry. CEC Controls will also perform emergency repairs and programming, responding within the timeframe laid out in the RFP.

All work will be performed per the City's direction and per the RFP's time schedule. Work is to be documented and reported to the City. Prior to the start of any repair a scope will be supplied for review and approval.

CEC Controls will supply all labor, vehicles, tools, testing equipment and parts, which satisfy manufacturer's applicable requirements. The City will have the option to provide the parts if so desired.

CEC Controls is committed to perform the work within the time period specified in this RFP. We will have personnel that are designated as primary to the work at Ormond Beach but will also have secondary personnel capable of performing the required work. This arrangement will ensure a timely response in made in any situation.

CEC Controls is an excellent choice to perform the service and work specified in RFP 2020-30. We have experience in the Ormond Beach facilities. Our experience and understanding of the ControlWave RTU/PLC platform makes us a superior choice for the technical aspects of the requirements. We have done multiple projects using VT SCADA software. We have experience with a broad selection of field instruments, including installation, startup, calibration and maintenance. We have personnel that are experienced in data networking and data devices. Our technical strong points blanket the requirements of this work.

In addition, we believe communication and relationship to be key components in providing the service you desire. Any success we have will be a direct result of your success. The primary goal will be to provide the service you need and require. Close communications and teamwork will be critical as we achieve the success you want.

CEC Controls acknowledges that the proposal is a firm and irrevocable offer for the engagement period. "The term of this contract shall be for an initial three (3) year agreement. The Contract shall be automatically renewed for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years."

Thank you

Mark Bilbrey
Process Controls Engineering Manger

Wood Automation& Controls/CEC Controls Profile

Wood is international in size – Global Headquarters
15 Justice Mill Lane
Aberdeen
AB11 6EQ
United Kingdom

Wood Overview

$11 Billion	60,000+	400+	60+
Around $11 billion in revenue	More than 60,000 global dedicated personnel	Over 400 offices worldwide	Operating in more than 60 countries

Wood/CEC Controls in Bradenton is a local office focusing on Florida.



Bradenton office staff (& professional staff) including staff experience for this project:

Resumes (on following pages):

Mark Bilbrey	Process Controls Engineering Manager	Page 10
Alex Castro	Process Controls Engineer	Page 12
Jeff Stadnik	Process Controls Engineer	Page 14
Jeremy Meyers	Process Controls Engineer	Page 16
Han Dang	Process Controls Engineer	Page 18
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Mark Bilbrey

Process Controls Engineering Manager

Summary

Years of Experience

30+

Industries

- Water | Wastewater
- Automotive
- Manufacturing
- Waste Management

Types of Facilities

- Water Treatment
- Wastewater Treatment
- Lift Stations
- Automotive
- Manufacturing

Areas of Expertise

- Process Automation
- Controls & Instrumentation
    - Design
    - Startup
    - Troubleshooting
- Communications and Networking Design
- SCADA Systems
- Monitoring and Reporting

Professional Summary

Process Automation, Controls Engineering Professional with extensive field experience in design, programming & commissioning a wide range of systems.

Qualifications

Education

Middle Tennessee State College – Industrial Studies

Nashville State Technical Community College – Industrial Studies

Registrations / Certifications / Licenses

VTScada Certified

Software / Skills

- Allen Bradley: RSLogix5, 500, 5000, RSLinx, Panelbuilder, RSView, FactoryTalk View SE, ME, Studio 5000. (PLC-5, SLC, Micro, Compact, ControlLogix)
- GE: Machine Edition, iFix, Historian, Cimplicity (90/70, Rx3i)
- Mitsubishi: GX Developer
- Siemens: Step 7, TIA Portal
- SCADA/Data Collection:, VTScada, FactoryTalk View SE, RSView32, iFix, Cimplicity, Citect, FactoryTalk Historian
- HMI: AB PanelView, Maple, C-More, EZ Touch
- VFD: Allen Bradley, Eaton, Cutler Hammer, Yaskawa, Mitsubishi, ABB
- Industrial Networks: Ethernet IP, DeviceNet, DataHighway Plus, Profibus, Profinet, Modbus TCP/RTU, CAN (J1939), RS-232/485/422
- Telemetry: Phoenix Contact, MDS/GE

Mark Bilbrey

Process Controls Engineering Manager

Experience

Project Manger

SPSA Regional Landfill

Provided project management and startup support of SCADA and Control System for leachate collection and pumping. PLC Platform - Rockwell CompactLogix PLC's, SCADA Application – VTScada.

Project Manager

Bayou Meto Pumping Station #1 – Scott, Arkansas

Provided project management and startup support of controls for a new Pump Station designed by the US Army Corps of Engineer on the Arkansas River. The pump station project is part of this system to address problems with agricultural flooding, loss of environmental resources, and the depletion of the alluvial aquifer, which provides essentially all the water used for agricultural irrigation and supports area wetlands in central Arkansas. The pump station has four large and two small pumps providing 1750 cfs, using self-priming Patterson pumps in a six-bay configuration. The system is Allen Bradley ControlLogix and a FactoryTalk SCADA system. CEC Controls worked closely with the Army Corps of Engineers to complete this project.

Project Manager

Picayune Strand Everglades Restoration Project – Merritt Pumping Station

Provided project management and startup support of overall SCADA and Controls for 810 CFS Pumping station along with sub-systems controls to support 2- 75 CFS Electric and 4 - 220 CFS Diesel pumps. Diesel and electric pump controls, Lube and Cooling water systems controls, Trash Rake &Tank Farm Control interface to SCADA. Instrumentation - Level, Pressure, Flow, Temperature. The system is Rockwell ControlLogix with Schneider Electric-Telvent SCADA Application.

Project Manager

Lee County Olga WTP Reservoir

Provided project management and startup support for new SCADA Controls, a new PLC Panel and modifications to existing system for New Bleach Alum, PAC Systems, and Chem feed systems. Instrumentation - Level, Flow, Pressure. The PLC platform was Rockwell CompactLogix - SCADA Application – Schneider Electric - Citect.

Project Manager

Manatee County - SWWRF

Provided project management and startup support of retrofitting of two primary wastewater clarifiers to remove nitrogen at the Water Reclamation Facility and included: SCADA and Controls for Mixers in anoxic basins, NRCY (Nitrified Mixed Liquor Recycling) pumps in the aeration basins and new blowers. Instrumentation – Level, Flow, Pressure, Analytics (Dissolved Oxygen, Ammonia Analyzer, Nitrate Analyzer, Methane Gas Detection) PLC Platform – Rockwell SLC. SCADA Application – Schneider Electric - Citect.

Project Manager

RO System: LaBelle FL

Provided project management and startup support of new 1.5 MGD membrane Water Treatment Plant - Programmed and commissioned all PLC and SCADA systems for Remote Wells, and High Service Pumps. Chem feed systems. Instrumentation - Level, Flow, Pressure, Analytics (pH sensing, Conductivity, Chlorine Residual) SCADA Application – VTScada. PLC Platform – Rockwell SLC

Alexandre T Castro

Process Control Engineer

Summary

Years of Experience

18+

Industries

- Water/ Wastewater (Industrial and Municipal)
- Automotive
- Oil and Gas
- Food and Beverage

Types of Facilities

- Automotive (Body Shop, Assembly line)
- Offshore
- Water/Wastewater Treatment
- Utility and Facility

Areas of Expertise

- Advanced Process Control Automation
- Control Engineering, Design, Startup & Tuning
- Instrumentation and Electrical Design
- HART, Profibus DP, ControlNet, Device Net, Modbus TCP, Modbus RTU, Ethernet / IP, OPC
- Process Optimization, Process Tuning
- Process Simulation
- Offshore commissioning
- PLC Programming & Conversions
- Specification Development

Qualifications

Education

Master of Science in Production Engineering

Bachelor of Science in Electrical Engineering Technology

MBA in Business Management

Software / Skills

- Rockwell Automation PLC and HMI
- Siemens TIA Portal, Step 7 and WinCC, APACS
- Modicon Quantum and Concept PLC
- Wonderware Archestra Suite and Intouch HMI
- Wonderware Industrial SQL and MES software
- Intellution iFix and Fix32
- Horner PLC
- ControlWave micro RTU
- Proface HMI
- AutoCAD Electrical
- Microsoft Access and Excel

Alexandre T Castro

Process Control Engineer

Experience

Control Process Engineer

i3Automations

Programming with Siemens S7 TIA Portal. Projects included Front/Rear bumpers machines, Injection molding machine in Alabama.

Projects have included Water/Wastewater Treatment Facilities in Ormond Beach, FL, Tuscaloosa, AL, Vance, AL.

Controls Engineer

King Automation

Commissioning several automotive plants:

Daimler (Mercedes Benz) New Body Shop // ▪ BMW F15/F16/F25/F26 Body Shop SSB
Vance, AL - USA // Spartanburg, SC - USA
As a PLC Coordinator at Mercedes Benz my goal was to deliver specialized technical commissioning for whole body shop in my area of expertise and enable the team to evolve and grow, schedule control changes, perform minor control changes to the automation process.

Also functioned as a Field Engineer, developing programming logic, providing start up support of production lines.

Project Coordinator

PSA Groupe

Responsible for the coordination of projects for the implementation of Utilities, electrical infrastructure and automation using the PMI methodology.

Design of policies and strategies for the acquisition of equipment and facilities, guiding and preparing technical specifications, negotiation of deadlines, conditions of delivery and production, analysis of technical proposals of suppliers and approval of acquisition with the objective of optimizing investments and finding the best solutions, considering business vision, technical vision and cost-benefit.

Automation Analyst

Rockwell Automation

Full startup and commissioning services of large oil and gas plants.
Planning and execution of commissioning. Hardware's and Software's involved in the commissioning period of large processes: Fieldbus Networks Foundation, Device Net (RS NetWorx), ControlNet, Ethernet, RS485, CLPs of the SLC500, CompactLogix (1768 controller), ControlLogix (5580 and 5570 controllers) and Micro 870 controller families. AC and DC drives.
CCM: E3 Plus Electronic Overload Relays (Device Net)
Supervisory systems: RSView32, Factory Talk, IFIX.

Jeffrey R Stadnik

Control Systems Engineer

Summary

Years of Experience

30+

Industries

- Water/ Wastewater (Industrial and Municipal)
- Glass / Steel / Aluminum
- Nuclear and Fossil Fuel Power / BOP
- Combustion Processes
- Automotive
- Plastics and PU
- Environmental
- Medical
- Food and Beverage
- Semiconductor

Types of Facilities

- Chemical and Petrochemical Plants and Refineries
- Manufacturing and Packaging (Food and Beverage, Automotive Supply Chain, Appliance, Steel/Aluminum, Glass, Semiconductor, Medical Devices)
- Water/Wastewater Treatment
- Thermal Drying, Melting and Heat Treatment
- Biogas and Environmental Treatment

Areas of Expertise

- Advanced Process Automation
- Control Engineering, Design, Startup & Tuning
- Instrumentation and Electrical Design
- HART, Profibus DP, ControlNet, DeviceNet, Modbus TCP, Modbus RTU, Ethernet / IP, OPC
- Process Optimization, Process Tuning
- Process Simulation

Qualifications

Education

Bachelor of Science in Electrical Engineering Technology

Software / Skills

- Rockwell Automation PACS/PLC and HMI
- Siemens TIA Portal, Step 7 and WinCC, APACS
- GE Proficy PACS/PLC and HMI
- Modicon Quantum and Concept PLC
- Wonderware Archestra Suite and Intouch HMI
- Wonderware Industrial SQL and MES software
- Intellution iFix and Fix32
- Citect HMI
- Ovation DCS and SCADA
- RedLion Crimson HMI
- Proface HMI
- AutoCAD Electrical
- Microsoft Access and Excel

Jeffrey R Stadnik

Control Systems Engineer

Experience

Senior Control System Engineer

Bloom Engineering Company

Programming with Rockwell Studio5000 and Siemens S7 TIA Portal. Projects included Aluminum Melter Controls in Kentucky, South Korea, and UK, and Kiln Dryer in South Korea.

Controls Engineer

Gray Matter Systems

Programming for plant automation project for GE Transportation Project utilized Proficy-ME Plant/PAX

Senior Process and Controls Engineer

Bayer

Electrical Engineering for all area facilities, reviewing current electrical and controls system are in compliance with Bayer Corporate PCT guidelines

Automation and Controls - Electrical commissioning

Andritz Metals

Full startup and commissioning services of 23 melting furnaces for Shandong Nanshan Aluminum Company, Ltd. In Lougkou, Shandong, PRC

Control Systems Specialist

Westinghouse

Software Validation at Westinghouse Nuclear Automation. Develop control logic for CI / BOP areas from SAMA logic for Ovation DCS.

Project Engineer

Andritz Separation, Inc

Supplier of wastewater treatment equipment. Electrical Engineering, Panel and MCC design, PLC Programming and HMI Development.

Projects have included Sludge Drying Facilities in Louisville, KY, Jacksonville, FL, Pinellas, FL, Sacramento, CA, Honolulu, HI, Cary, NC, Bonita Springs, FL Hillsborough County, FL, Manatee County, FL, San Diego, CA.

Facilities Lead Control Engineer,

Corning Glass

Facilities monitoring and controls systems of new LCD glass plant for Corning Display Technologies in Beijing, China. Review design of critical plant sub-systems with Consulting Engineers in China.

Jeremy Meyers

Process Controls Engineer

Summary

Years of Experience

20+

Industries

- Water | Wastewater
- Automotive
- Manufacturing
- Information Technology
- Waste Management

Types of Facilities

- Water Treatment
- Wastewater Treatment
- Lift Stations
- Automotive
- Manufacturing

Areas of Expertise

- Process Automation
- Controls & Instrumentation
    - Design
    - Startup
    - Troubleshooting
- Communications and Networking Design
- System Architecture Design
- SCADA Systems
- MES Systems
- Cloud Solutions
- IoT Solutions
- Software Development
- Process Optimization
- Process Simulation
- Error Proofing
- Monitoring and Reporting

Professional Summary

Process Automation, Controls Engineering & IT Professional with extensive hardware design & software development experience.

Qualifications

Education

Bachelor of Science in Computer Engineering

Kettering University

Registrations / Certifications / Licenses

Ignition Gold, VTScada Advanced, Thin Manager, Stratus, Industrial-IP, ISA, CCA: HTML, CSS, JavaScript, jQuery, MySQL, PHP

Publications / Presentations

Thesis: Fieldbus / Industrial Network Systems Data Transmission Throughput and Protocol Efficiency

Software / Skills

- Allen Bradley: RSLogix5, 500, 5000, RSLinx, Panelbuilder, RSView, FactoryTalk View SE, ME, Studio 5000. (PLC-3, PLC-5, SLC, Micro, Compact, ControlLogix)
- Siemens: Step 7, TIA Portal, WinCC, ProTool Pro, Simatic Manager (S7-200, 300, 400)
- GE: Machine Edition, iFix, Historian, Cimplicity (90/70, Rx3i)
- Mitsubishi: GX Developer, GT Designer (Q-Series)
- Schneider Electric: Unity Pro (Modicon M340)
- SCADAPack: E-Configurator, ISAGraf (SCADAPack 350e)
- Emerson: ControlWave Designer, NetView (Bristol Babcock ControlWave PAC / Micro)
- SCADA: Ignition, VTScada, FactoryTalk View SE, RSView32, iFix, Cimplicity, Citect, Wonderware, ClearSCADA, WinCC
- HMI: AB PanelView, Siemens, Maple, Red Lion, EZ Touch, Mitsubishi
- VFD: Allen Bradley, Eaton, Yaskawa, Mitsubishi, Telemechanique
- Industrial Networks: Ethernet IP, DeviceNet, ControlNet, Profibus, Profinet, Modbus TCP/RTU, CAN, AS-I Bus
- Programming Languages: JavaScript, Node, Python, Java, VB, C, C++, C#, Ruby, Swift, SQL, PHP, ASP
- Frameworks: Vue, React, Angular, Serverless, Express, Spring, Rails, Amplify
- Cloud Services: Lambda, EC2, Lightsail, S3, DynamoDB, RDS, CloudFront, CloudWatch, SMS, SNS, SQS, IoT, API Gateway, IAM, Cognito, VPC, Route 53, Elasticache, Alexa, Firebase, Atlas

Experience

Software Engineer

Newport News Shipyard - IoT AWS

Responsible for designing AWS cloud architecture service for collecting, monitoring and reporting IoT sensor data used for ship construction. Project utilized serverless framework for deploying software defined resources to the cloud to support the backend, and responsive, SPA Vue JS application for front-end monitoring, configuration and reporting.

Project Engineer

SPSA Regional Landfill

This project added a new SCADA and control system to an existing landfill site. Responsible for the SCADA server architecture design, rack assembly, network configuration and testing. Supervision of the programming for the VTScada, Maple HMI, and CompactLogix PLCs applications.

Controls Engineer

City of Labelle WTP

Responsible for control panel hardware design and PLC / SCADA application development to support the new water treatment plant construction project. Scope included Allen Bradley SLC PLC programming, VTScada development, Instrumentation commissioning, RTU communications.

Controls Engineer

City of Ormond Beach WWTP Expansion

Responsible for control panel hardware design and PLC / SCADA application development to support the wastewater treatment plant expansion project. Scope included Controlwave PLC programming, iFix SCADA development, Fiber installation and testing, Instrumentation commissioning, RTU communications.

Controls Engineer

Ford Final Assembly Plants

Responsible for control panel hardware design and PLC / HMI programming to support automated conveyance systems at many Ford Final Assembly plants. Production monitoring, tracking, and reporting systems design, programming and maintenance. Error Proofing system configuration, installation and maintenance.

Professional History

- Wood | CEC Controls (2005 – Present)
- Cinetic Automation | Ingersoll Rand (1999 – 2004)
- MAC Valves (1998 – 1999)

Han Dang

Process Controls Engineer

(904) 316-1387

Han.Dang@woodplc.com

Summary

Years of Experience

1+

Industries

- Water Treatment
- Wastewater Treatment
- Automotive

Areas of Expertise

- Process Automation
- Controls & Instrumentation
  - Design
  - Startup
  - Troubleshooting
- System Architecture Design
- SCADA Systems
- Software Development
- Monitoring and Reporting

Professional Summary

Process Automation, Controls Engineering & IT Professional with hardware design & software development experience.

Qualifications

Education

Bachelor of Science in Electrical Engineering

University of North Florida (UNF)

Registrations / Certifications / Licenses

E.I.T, Ignition 8.0 CORE Certified, VTScada Advanced, Lean/Six Sigma YELLOW Belt

Software / Skills

- Allen Bradley: RSLogix 500, 5000, RSLinx, FactoryTalk View, Studio 5000, Connected Components Workbench
- Siemens: Step 7, TIA Portal, WinCC (S7-1200)
- SCADA: Ignition, VTScada, FactoryTalk View SE, Node-RED
- HMI: Siemens, Allen Bradley FactoryTalk View ME
- VFD: AB PowerFlex
- Languages: JavaScript, Node, VBA, C++, Python, Vietnamese
- Frameworks: Vue JS, Nuxt, Cypress, Serverless

Experience

wood. | CEC Controls

June 2019 – present

Sanibel Donax Water Reclamation Facility Process Improvements Project

- Check and modify electrical drawings for accuracy and shop production assistance
- Purchase, assemble, and set up configuration for instrumentation, including Druck submersible level sensor, Siemens flow transmitter, Siemens ultrasonic level sensor, ABB pressure transmitter, and ABB check valve limit switch
- Commission PLC Control Panel including instrumentation configuration and I/O checkout

OC McLeod Road Transfer Station Project

- Design electrical drawings to automatic and manual control transfer pumps and storage tank
- Develop engineering submittal packages, including bill of materials, drawings, instruments, cutsheets, and user manuals
- Develop PLC programing to control the waste loader traffic lights using Studio 5000
- Prepare testing submittals (UFT, FAT, ORT and SAT) and write training manual

Southwest Water Reclamation Facility Project

- Create instrumentation list and calibration sheets for loop status report
- Design and assemble terminal junction panels and surge protection boxes for 2-wire and 4-wire instrumentation

Han Dang

Process Controls Engineer

(904) 316-1387

Han.Dang@woodplc.com

- Develop engineering submittal packages, including bill of materials, drawings, instruments, cutsheets, and user manuals

Moorse Bridge SCADA Project

- Create mapping IO for Micro 850 PLC using Connected Components Workbench to communicate data over Ethernet network via ModbusTCP
- Develop SCADA applications and alarm systems for monitoring temperature, humidity, and status of generators using Node-RED with JavaScript

Evoqua Leonard Water Treatment Plant Project

- Update Modicon PLC program using Unity Pro XL and FactoryTalk HMI to control Chlorine Dioxide (CLO2) generators

Business Management Web Application Development

- Integrate end-to-end testing programs using Cypress framework
- Incorporate environment variables and multiple configurations between program build environments

Senior Capstone Design (UNF)

August 2018 – May 2019

S&P Ventilation – Fan Spider Bending Project

- Develop bill of materials, design control panel layout and wiring diagrams using AutoCAD Electrical
- Build completely the control panel and troubleshoot electrical wiring system
- Program Siemens PLC and HMI for automatic control of bending machine using TIA Portal

Professional History

- Wood. | CEC Controls, Process Control Engineer at Bradenton, Florida (June 2019 – Present)
- ITG Technologies, Electrical Engineering Intern at Jacksonville, Florida (May 2018 – August 2018)

Mark Thielke

Process Controls Engineer

Summary

Years of Experience

30+

Industries

- Water | Wastewater
- Automotive
- Manufacturing
- Waste Management
- Power

Types of Facilities

- Water Treatment
- Wastewater Treatment
- Lift Stations
- Automotive
- Manufacturing
- Biofuel

Areas of Expertise

- Process Automation
- Controls & Instrumentation
    - Design
    - Startup
    - Troubleshooting
- Communications and Networking Design
- SCADA Systems
- Monitoring and Reporting

Professional Summary

Process Automation, Controls Engineering Professional with extensive field experience in design, programming & commissioning a wide range of systems.

Qualifications

Education

Northwestern Electronics Institute, Minneapolis MN (1980-1982)

Registrations / Certifications / Licenses

VTScada Advanced, USCG veteran

Software / Skills

- Allen Bradley: RSLogix5, 500, 5000, RSLinx, Panelbuilder, RSView, FactoryTalk View SE, ME, Studio 5000. (PLC-5, SLC, Micro, Compact, ControlLogix)
- RTU/DataLogger: Campbell Scientific, Telog, KPSI, Rustrak
- GE: Machine Edition, iFix, Historian, Cimplicity (90/70, Rx3i)
- Mitsubishi: GX Developer
- Emerson: ControlWave Designer, NetView (Bristol Babcock ControlWave PAC / Micro)
- SCADA/Data Collection:, VTScada, FactoryTalk View SE, RSView32, iFix, Cimplicity, Citect, KEP Infinilink , Afcon P-CIM, FactoryTalk Historian, ScadaGuard, LoggerNet
- HMI: AB PanelView, Maple, EZ Touch
- VFD: Allen Bradley, Eaton, Cutler Hammer, Yaskawa, Mitsubishi, Telemechanique, ABB, Toshiba, Hitachi, Lenze AC Tech, Square D, Fuji
- Industrial Networks: Ethernet IP, DeviceNet, DataHighway Plus, Profibus, Profinet, Modbus TCP/RTU, CAN, RS-232/485/422
- Telemetry: Phoenix Contact, Phoenix Contact, MDS/GE, Verizon Cell, Elpro, Campbell Scientific

Mark Thielke

Process Controls Engineer

Experience

Project Engineer

SPSA Regional Landfill

SCADA and Control System for leachate collection and pumping. PLC Platform - Rockwell CompactLogix PLC's, SCADA Application – VTScada.

Control Systems Specialist

Amazon

New facility startup of controls and material handling equipment. Lead Fanuc robotic specialist - Attended basic Fanuc robotic school. Project design and lead on process improvements. Supported maintenance staff on repairs. Provided all controls support for the Phoenix 3 facility. Updated, improved and programmed control cabinets for material handling equipment.

Controls Engineer

Ontonagon MI WTP

Designed and installed control system for a multi-community water system including new water treatment plant, new booster stations and water towers. All sites linked through controller communications using modems, phone line and fiber optics

Controls Engineer

Xcel Energy – Minneapolis MN

Designed and installed monitoring/control system in Mississippi River to report river conditions back to power plants. Instrumentation mounted on piers, buoys and in river anchor points. Data gathered and historically trended at the plant. Project saved over $10M the first year due to not having to shut down plants based upon water level and temperatures.

Methodology employed to ensure prompt service, customer satisfaction and effective employee performance and training.

Ormond Beach will be provided with several methods to contact CEC Controls in the event of needed service. These include multiple phone, text and email contacts. Once notified, CEC will assign personnel to the specific task. CEC Controls will contact Ormond Beach and inform the appropriate persons of our plan and schedule.

Our emphasis will be on clear communication with Ormond Beach. Once a service event is initiated, we will keep Ormond Beach current with our scheduling and progress. Upon arrival at the facility, we will check with facility personnel for additional information and updates. History for the involved equipment will be checked if available. Ongoing progress updates will occur, as necessary.

Meetings with Ormond Beach personnel will take place if necessary to discuss any repairs necessary and any replacement equipment that needs to be provided. When complete, we will provide explanation of any unclear items and will be present for any inspections.

Upon completion of service, we will complete our documentation of the service provided. Our analysis will provide our diagnosis of any breakdown and what if necessary, can or should be done to prevent a recurrence. We will provide a complete description of work done. If necessary, we will provide pictorial documentation.

When the above is completed, we will request feedback from the Ormond Beach personnel involved with our service. Our goal is to be transparent, to provide complete information and hear Ormond Beach's response.

Problem & conflict resolution

Wood takes a proactive approach to problem resolution. Our objective is to mitigate the occurrence of problems by providing quality services and managing risk. The first step in this process will be to meet with the customer at the outset of the project to identify potential risks that may lead to problems. Based on the identified risks, Wood will develop a plan with the customer to mitigate these associated risks. We will then monitor the risk items throughout the project to ensure they are addressed.

Our project management and internal quality control process is specifically designed to mitigate problems through the control of the project administration, scope, budget and schedule; clear, concise and responsive communication; and control of distribution and recording of project documents.

Even with the best efforts to risk and potential problem management, unforeseen issues can and do occur. If an issue should occur during design or construction, we will work closely with the customer to resolve it. This close interaction helps to keep the project moving forward and mitigates the contractual and budget issues that could cause delays.

There are many ways to resolve conflicts within a project. At CEC / Wood we believe in five different philosophies for conflict resolution. We use these five terms when dealing with conflict resolution with confronting being the first and most important and avoid as the best strategy to resolve these conflicts

They are defined as follows:

A. Confronting: Identify and confront the problem early. As soon as anyone has a conflict, resolving it quickly is the best way to resolve the problem. Setting up a meeting with the parties and confronting the problem early usually eliminates the conflict and even if a difficult problem arises, it can be address early to mitigate any future added costs or time that may become a problem down the road.

B. Compromising: Give and take approach to resolve a problem is always best. Both parties feel they have won in some way and it makes both parties feel like they are part of a solution, not a problem.

C. Smoothing: Conflict areas are minimized, and areas of agreement are emphasized. Leads to a good solution and future consideration later in the project for other disagreements to be resolved quickly. This creates good-will amongst the parties.

D. Forcing: At all costs, we want to avoid forcing ones will on the other party. This would go both for the owner and the contractor. It promotes a win-lose situation and the relationship eventually breaks down.

E. Avoiding: Avoid conflict is the easiest way of conflict resolution. Unless a problem is insurmountable or will cost the contractor an insurmountable amount of money or the project schedule is impacted, conflicts or problems should be avoided.

When CEC Controls finds we have a conflict, we always are honest and transparent with the issue. If it is a problem we caused or did not anticipate in our design, we will resolve it internally first and letting the owner know of the issue (s) and how we intend to resolve it. If the issue is with the Owner's design or related issue, CEC Controls usually has a resolution in hand for the problem. We will connect with Ormond Beach for review or to listen to another solution.

Arcadia Utilities (Arcadia WTP)
AJ Berndt, Utilities Director
645 N Turner Rd, Arcadia, FL 34266
863.558.2091 | aberndt@arcadia-fl.gov

Principal/Project Manager – Jeremy Meyers

This is an ongoing support contract to provide as-needed PLC, SCADA, and Instrumentation support to the City of Arcadia FL. We were the system integrator for the new plant and have been retained to augment the City's staff in maintaining and improving the WTP. In addition to onsite support we also provide remote support to assist operators and technicians.

Challenges have included helping client migrate to a new ISP, recovering from lightning damage, and other day-to-day issues.

Support Contract started in November 2019 and is up for renewal in November 2020.

Arcadia - New 3.0 MGD ION Exchange Water Treatment, Arcadia, FL

Relevant Services:

- Instrumentation
  - Specification
  - Procurement
  - Commissioning
  - Calibration
- Controls
  - PLC Control Design
  - Panel Fabrication
  - Programming
  - Commissioning
- SCADA
  - Design and Programming
  - Commissioning
  - Reporting
  - Alarm Annunciation



Project Description: The Arcadia Water Treatment Plant (WTP) is a 3.0 MGD Membrane providing the primary water supply for the City of Arcadia. Construction began on the new facility in 2012 with it coming online in 2013. Wood provided SCADA and Controls for Remote Wells, High Service Pumps, Chem-feed, ION Exchange filter systems, and Radio system design and implementation:

- Instrumentation – Level, Flow, Pressure, Analytics (Chlorine Residual)
- SCADA Application – Rockwell FactoryTalk SE
- PLC Platform – Rockwell CompactLogix

Over an eight-year period, Wood's project team has been involved in the initial greenfield project as well as continued support to date, including:

- Initial design, construction, and startup of Water Treatment Plant with dual-stage ion exchange treatment to address hardness, radium, sulfide and TOC. The treatment process removes hardness and radium through ion exchange softening while the second stage converts the sulfide to sulfate while adsorbing natural organic matter (NOM) on regenerable ion exchange media.
  - Six new raw water supply wells and associated telemetry, a chloramine disinfection system, corrosion inhibitor feed system, high service pump station, emergency generator facility, 250,000-gallon water storage tank, and ancillary facilities.
  - Telemetry modifications to the Remote Ground Storage system to meet off-peak demands.

CSIA CERTIFIED
ISO 9001:2008

City of LaBelle ROWTP (Labelle WTP)
Joseph Thomas, Superintendent
481 Highway 80 West, LaBelle, Florida 33935
863.673.4406 | joethomas@citylabelle.com

Principal/Project Manager – Mark Bilbrey

This is an ongoing support contract to provide as-needed PLC, SCADA, and Instrumentation support to the City of LaBelle FL. We were the system integrator for the new RO WTP plant and have been retained since to augment the City's staff in maintaining and improving the WTP. We provide remote support to assist operators and technicians followed up by onsite support.

Challenges have included assisting client in conversion to alternative VFD's with newer communications, recovering from lightning damage, Remote Well troubleshooting, and other day-to-day issues.

Support Contract started in October 2016 and is up for renewal in October 2020.

LaBelle – New 1.5 MGD Membrane Water Treatment, LaBelle, FL

Relevant Services:

- Instrumentation
  - Specification
  - Procurement
  - Commissioning
  - Calibration
- Controls
  - PLC Control Design
  - Panel Fabrication
  - Programming
  - Commissioning
- SCADA
  - Design and Programming
  - Commissioning
  - Reporting
  - Alarm Annunciation

Project Description: The LaBelle Water Treatment Facility (WTF) is a 1.5 MGD Membrane filter system providing the primary water supply for the City of LaBelle. Construction began on the new facility in 2012 with it coming online in 2014. Wood provided SCADA and Controls for Remote Wells, High Service Pumps, Chem-feed, and Lime Slurry systems.



- Instrumentation – Level, Flow, Pressure, Analytics (pH sensing, Conductivity, Chlorine Residual)
- SCADA Application – VTScada
- PLC Platform – Rockwell SLC

Over an eight-year period, Wood's project team has been involved with the initial greenfield project as well as several upgrades and continued support to date, including:

- Initial design, construction and startup of Membrane Water Treatment Plant with Remote Raw Water wells and associated telemetry, Membrane Filtration, Chemical Feed systems, Ground Storage Tank, and High Service Pump system.
- Post-Construction CO2 Lime Slurry Modifications – integration of added Lime Slurry system and slurry storage tank.

Hampton Roads Sanitation District
Kevin Ketchum, Instrumentation Manager, Operations – Electrical & Instrumentation
2391 G Avenue, Newport News, VA, 23602
757.234.7451 | kketchum@hrsd.com

Principal/Project Manager – Emily Harrod

This is an ongoing support contract to provide as-needed Control Panels, PLC, SCADA, and Instrumentation support to the Hampton Roads Sanitation District in Newport News, VA. We have been involved in many projects with the client, providing everything from complete control panels to individual instruments. While HRSD maintains a very large staff covering a huge geographical area, additional services are required at times. As a part of this ongoing support contract the client is currently updating 146 of their pump stations and it is our responsibility to provide all programming and panels for these upgrades.

Challenges have included dealing with a large municipal client that has very limited resources, providing emergency panel build services to recover from disasters – for example an automobile accident completely destroying a pump station panel among others.

Support Contract started in March 2020 and is up for renewal in March 2021 for up to 5 years.

Hampton Roads Sanitation District – Interceptor Systems Project, Norfolk, VA – Currently Underway

Relevant Services:

- Instrumentation
  - Specification
  - Procurement
  - Commissioning
  - Calibration
- Controls
  - PLC Control Design
  - Panel Fabrication
  - Programming
  - Commissioning



Project Description: HRSD Roads Sanitation District is improving its entire network of Pump Stations, Pressure Stations and Monitoring Sites. The system collects wastewater from the Hampton Roads area of Virginia. Wood provided Instrumentation and Controls:

- Instrumentation – Level, Flow, Pressure.
- PLC Platform – Emerson ControlWave.
- HMI Platform – Maple Systems
- SCADA – Emerson Ovation

The updates involved new controls, panels, radios and upper end SCADA system monitoring including:

- Design of Control Panels for 150+ Pump Stations and Communication Cabinets
  - Designed and developed Electrical Drawings, Functional descriptions, IO Lists, conduit and installation drawings, and P&IDs for each site.
  - Programmed Emerson Control Wave RTU's to control each station and communicate with the Ovation Upper End SCADA.
  - Also programmed the local Maple System HMI's at each site.
  - Installed and configured Radios and communications to the Emerson Ovation SCADA system at three different control room sites. This project is ongoing and will be completed in 2023 (est.)

Areas which make our firm different from our competitors:

Our company has access to an immense pool of technological information and resources that Wood gathers worldwide through its 60,000 employees working on a vast variety of projects. Wood makes a point to share the accumulated data on new technologies and existing challenges and provide that through contact databases and on share-point sites on the internet. This is a valuable resource that we can use as necessary to enhance our service to our customers.

We are committed to building professional interpersonal relationships with our customers. This provides a way to solve problems successfully and provides a solid platform on which our customer and our company experience the accomplishments we are working towards. It also provides an avenue for us to exceed your expectations. We do not view you as a means for our success. We work to deliver success to our customers and through that achieve our goals. Our most valuable commodity is our customers.

CEC Controls is registered to ISO-9001:2015. Our Quality Management System has been an asset to our continued success within the process control and industrial controls Industry. We are also CSIA Certified and a fully accredited member of the Control Systems Integrators Association - a national organization striving for quality Integrators. Through training and documentation, we have been able to streamline our logic design which minimizes the start-up and debug time for bringing a new system on-line for the client. Our commitment to quality has virtually eliminated the number of warranty issues on system installations that normally cause repeated call-backs.

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 - 30

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

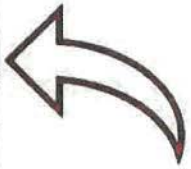
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Company Name	Wood Automation & Control - CEC Controls
Authorized Signature	
Print Name	Mark Bilbrey
Title	Process Controls Manager

2020 SYSTEM INTEGRATOR GIANTS

CFE Media presents the 2020 System Integrator Giants, a ranking of the top 100 firms by system integration revenue as reported in the Global System Integrator Database:

2020 RANK	FIRM NAME	TOTAL SI REVENUE	TOTAL GROSS REVENUE
1	JR Automation	$600,000,000	$600,000,000
2	Wood	$435,300,000	$11,036,000,000
3	Leidos	$293,736,000	$10,194,000,000
4	For Automation Inc.	$138,101,048	$244,136,121
5	RoviSys	$129,500,000	$152,653,000
6	Wunderlich-Malec Engineering	$128,800,000	$143,400,000
7	Prime Controls LP	$124,844,736	$137,793,692
8	E-Technologies Group Inc. (E-Technologies, Glenmount Global Solutions, Superior Controls, Banks Integration)	$114,300,000	$114,300,000
9	Brock Solutions	$107,000,000	$129,000,000
10	SAGE Automation	$87,095,700	$96,773,000
11	Barry-Wehmiller Design Group	$78,000,000	$494,000,000
12	Mangan Inc.	$69,202,516	$74,260,770
13	JMP Solutions	$62,900,000	$62,900,000
14	Tesco Controls Inc.	$58,370,000	$84,807,000
15	Logical Systems Inc.	$50,750,000	$52,500,000
16	Premier Automation	$43,900,000	$47,600,000



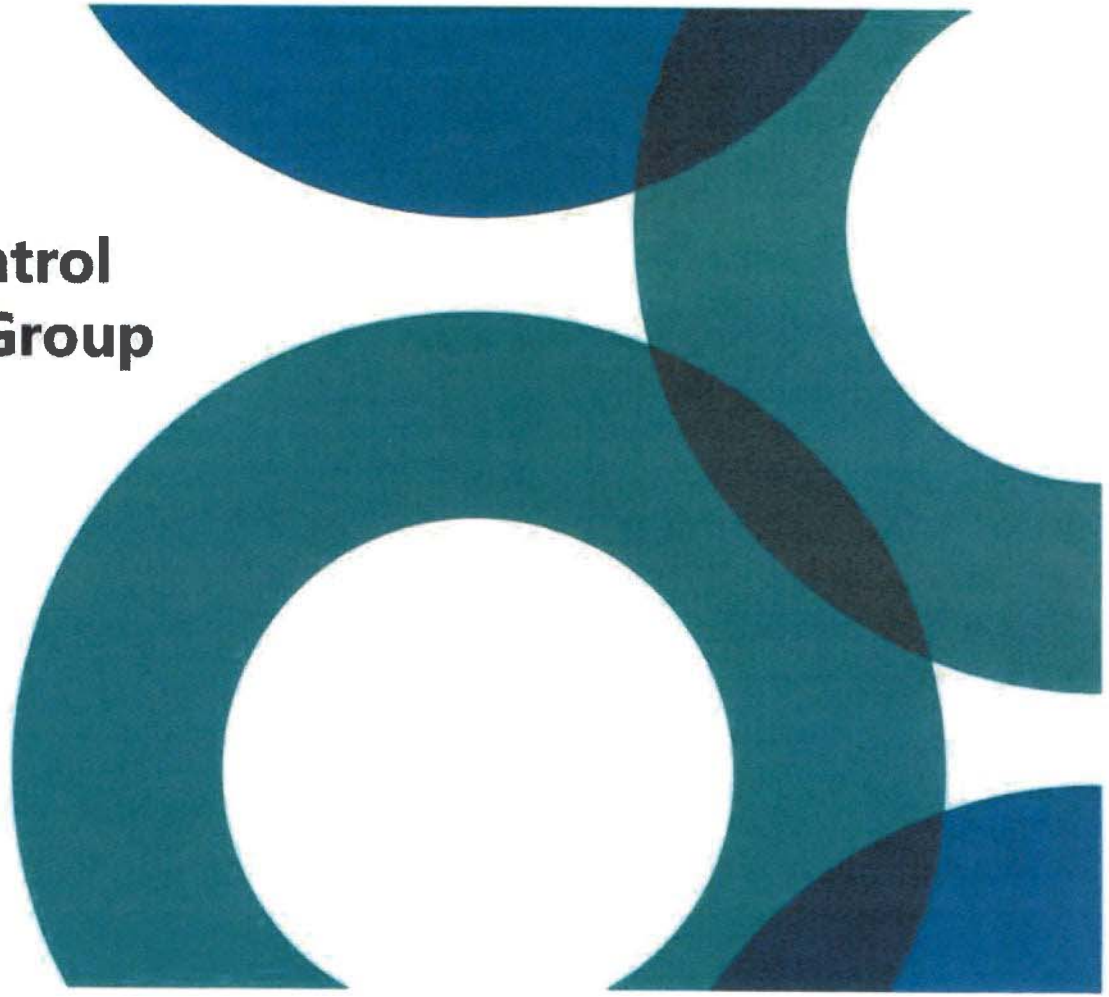
wood.

Automation and control Water/Wastewater Group

Your experienced partner for vendor-independent integrated technologies.

Formerly:
CEC Controls Company, Inc.

woodplc.com/automation
Legacy ceccontrols.com



Our History


1966
CEC Controls Company, Inc. in Michigan, USA was founded by the Silver family
2001
CEC opens Vision Group in Wixom, MI
2009
CEC opens GTO México Silao in Guanajuato, MX
2015
Wood Group acquired ATG
2017
Wood Group acquired CEC
2017
Wood Group & Amec Foster Wheeler merge creating wood
2018
CEC opens Saltillo Mexico merging with Toluca office
2019
CEC is now wood Automation and control
CEC CONTROLS
CEC CONTROLS
CEC CONTROLS
THE AUTOMATED TECHNOLOGY GROUP
WOOD GROUP
amec foster wheeler
CEC CONTROLS
wood.
Automation and control
wood.

About Us – The Wood Automation and Control / CEC Advantage

Who We Are

A division of Wood, CEC specializes in the design, build, and startup of industrial and process control systems.

Our Experience

With multimillion-dollar system integration experience since 1966, each system built utilizes the latest state-of-the-art technology and software available unless legacy. Also, our systems not only meet, but exceed industry standards and customer expectations.

Our People

Our customers all agree on one thing: "CEC has great people". Unified as one, our 18 offices have a diverse team of professionals merging their talents, capabilities and ideas to craft exceptional solutions for every customer.

Vision Statement

To be globally recognized as a premier producer of industrial and process control systems.

Inspire with ingenuity, partner with agility, create new possibilities...

Our vision takes inspiration from our new business and our sources of competitive advantage: partnership, ingenuity, range.

It's aligned with our business model: asset light, flexible contracts, strong partnerships.

It reflects our outlook: innovative spirits, global experience, deep heritage.

It supports our combination of outstanding talent, enhanced capability and greater scale.

Mission Statement

CEC strives to provide a product which our customers have confidence and our employees take pride.

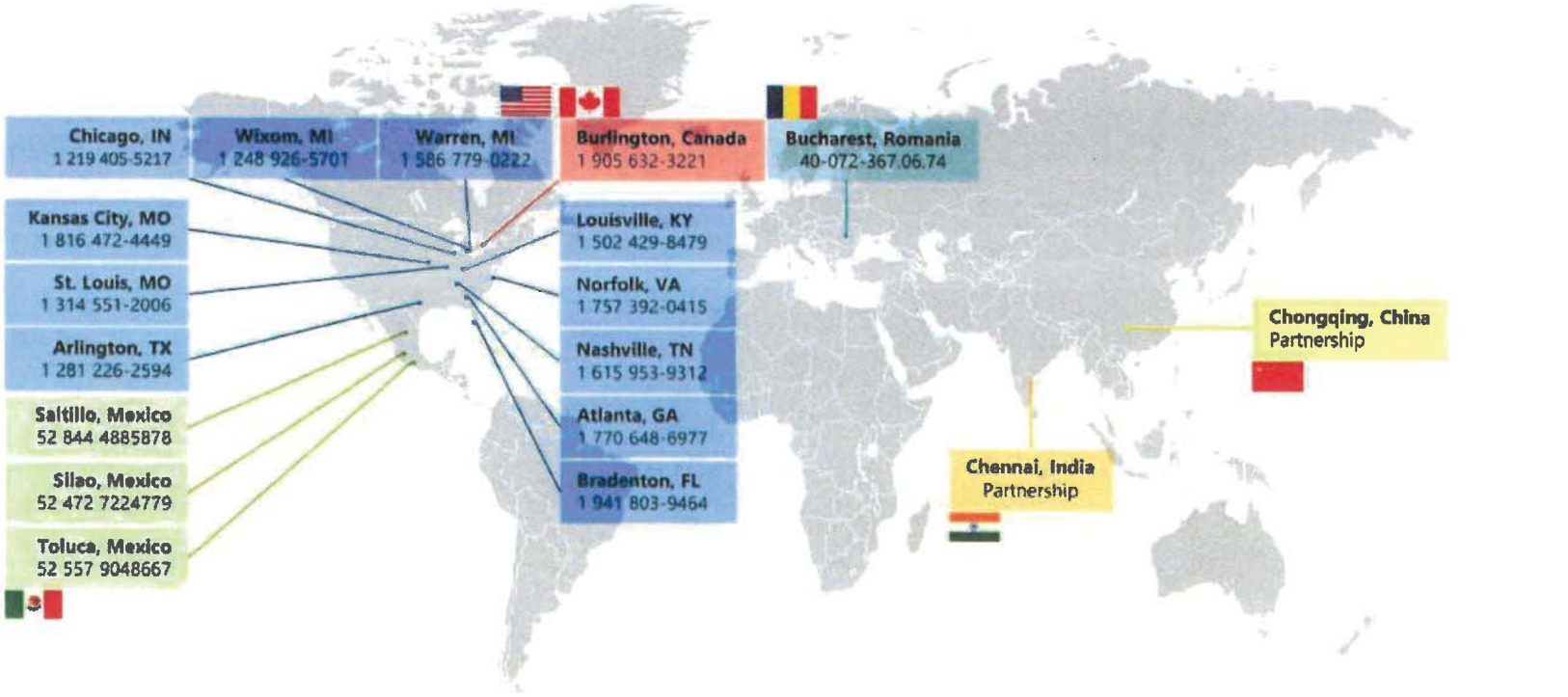
50+ years experience	**$70m+** revenue
18 offices	**6** countries
10,000+ projects executed	**260+** employees

Control Engineering's
System Integrator Giants Ranked
#7 in 2015
#8 in 2016
(Out of the Top 100 Integrators)



A presentation by wood

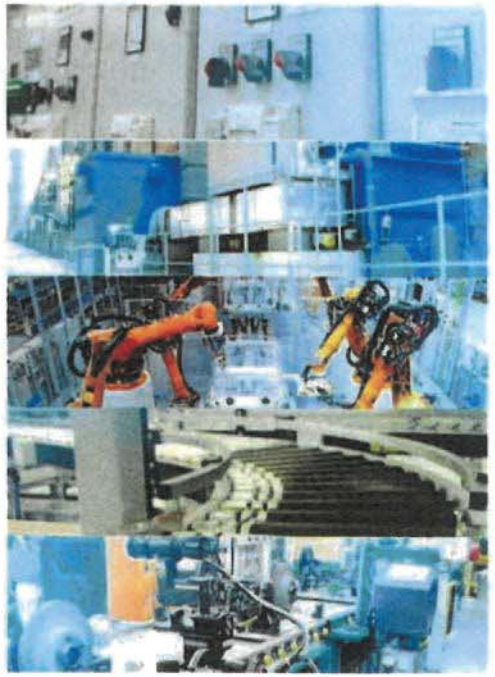
Our Locations



Our Services

Industry leaders in the following technologies:

- Manufacturing Solutions
- Material Handling Systems
- Process Applications
- Paint Process
- Error Proofing
- Vision Systems
- Robotics
- Information Systems
- Discrete Event Simulation
- Virtual Commissioning
- Control Panel Assembly
- Consulting & Field Service



Our Process Services

Water/Wastewater Group:

- Design, build & startup of Municipal Process Control Systems
- Plant wide SCADA Monitoring & Control Systems
- RTU Controls, Wireless Telemetry, Licensed & Unlicensed
- Instrumentation & Control Systems Integration Services





Additional Services:

- Expert PLC & HMI Program Development
- Flow, Pressure, Level & Temperature Instruments
- Analytical Instrumentation / Sampler Systems
- Instrument Calibration, including Certification
- RF, Microwave & Satellite Communications
- Maintenance Monitoring & Reporting Solutions
- Network Design, Implementation & Testing
- Remote Program Diagnosis

Our Process Experience

Water Treatment Plants

- R/O Membrane Skid Controls
- Water Tower Level Monitoring
- Filter Control Systems
- Pump Station / Booster Controls
- Chemical Feed Systems







Wastewater Treatment Plants

- Master Lift Station Controls
- Lift Pumping Station / RTU's
- WWTP Filter Control Systems
- Belt Filter Press Controls
- Sludge Storage / Removal Systems

Our Process Systems

Engineering

- SCADA Systems
- Human Machine Interfaces
- Communication Networks
- Wireless / Web Communications
- Programmable Controllers
- Process Instrumentation
- Reporting
- Historians
- Servers / CPUs
- Distributed IO
- Drives
- Motion Control
- Industrial Control
- Facility Management



Process Systems

- Water/Wastewater System
- Lift Pumping Station
- Reverse Osmosis
- Sludge System
- Closed Loop Weld Water System
- Part Washers
- Tank Farms
- Dip Tanks
- IR Heating
- Heat Exchangers
- Rotary Furnace Heat Treat
- Air Compressor Controls
- Batch Process Systems
- Temperature Control

Our Process Technologies

SCADA

- GE Proficy iFix & Cimplicity
- Ind Automation Ignition
- Iconics
- InduSoft
- Rockwell FactoryTalk View
- Rockwell RSView32
- Schneider ClearSCADA
- Schneider Citect & Telvent
- Trihedral VTScada
- Win CC Flexible
- Wonderware

HMI

- Maple Systems
- Siemens TIA Portal
- Rockwell FactoryTalk

Communication Networks

- ControlNet
- DeviceNet
- DNP3
- Ethernet/IP
- InterBus
- ProfiBus
- ProfiNet

PLCs

- Allen Bradley PLC5, SLC
- Allen Bradley MicroLogix
- Allen Bradley CompactLogix
- Allen Bradley ControlLogix
- Automation Direct
- Bristol Babcock Controlwave
- GE 90/30, 90/70
- GE PACSystems RX3i
- Honeywell
- Mitsubishi
- Modicon
- Omron
- SCADAPack
- Siemens

Motion Controls

- CNC Controls
- Servo Controls
- Variable Frequency Drives (VFD)

Experienced with the following

- ABB Instrumentation
- Siemens Instrumentation
- McCrometer
- Endress & Hauser
- Milltronics
- Eurotherm Chessel
- Honeywell
- Rosemount
- MSA Gas Monitoring
- Drager Gas Monitoring
- Multitrode
- Foxboro
- Yokogawa
- Flowline
- Emerson
- Hach
- Ameteck
- Drexelbrook
- Accutech
- Phoenix Contact
- US Filter

Services

- PLC Software & Hardware Config
- SCADA / RTU Engineering
- HMI / MMI Graphics
- Electrical Schematics, P&IDs
- AutoCAD & ePlan
- Global Logistics Mgmt.
- MES System Integration

Control Panel Assembly Certified UL508a & 698a Panel Shop

Products Include:

- Panels up to 10 Doors
- Human-Machine Interface (HMI)
- Assembly Information System (AIS)
- Lightning Disconnect
- Door Control
- Process Control
- Pneumatic Control
- Power Distribution
- Motor Control Centers
- Communication Cabinets
- Modular & Junction Box
- Hot test every panel for quality
- Graphic Tags & Custom Engraving



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A presentation by wood

Material Handling Systems

Conveyance Systems

- Inverted, Overhead Power & Free Conveyors
- Skillet Conveyors
- Automated Guided Vehicles (AGV)
- Chain on Edge (COE)
- Electrified Monorail Systems (EMS) + Rotating
- Friction Drive Conveyors (FDC)









- Belt & Roller Skid Conveyors
- High Speed Indexers
- Pallet Conveyors
- Pendulum Conveyor Systems
- Vertical Lift / Elevators
- Zero Pressure Accumulating Conveyors
- Automated Storage & Retrieval (ASRS)

Consulting & Field Services

Professional Offerings:

- Specification Development
- Bid Package Development
- Budget Forecasting
- Project Management & Implementation
- PLC Programming, Conversions & Training
- SCADA / HMI, IS, & Industrial Network Development
- Throughput & Cycle Time Studies
- Vision System Analysis
- Controls Engineering Support
- Installation Supervision
- Startup, Debug, and Commissioning
- Field Supervisory Services
- System Maintenance & Warranty Support





Our Process Projects

Grand Prairie Pump Station
DeValls Bluff, AR

Surface Water - Currently underway!

Delivers excess surface water from the White River to the Grand Prairie region to replace depleting ground water and preserve the Sparta aquifer as the drinking water source for the region. The pump station takes water from the river and carries it through 10-foot diameter pipelines into the reservoir. The pump station is connected to the reservoir by nearly three miles of pipe that has been installed and it will act as a storage facility before the reservoir safely releases water into a canal and pipeline system, which will deliver water to 250,000 acres of irrigated crop land across the Grand Prairie. The pump station has four main pumps (360 cfs pumps with 4,160-volt, 5,600 HP electric motors) and two low-flow pumps (100 cfs pumps with 4,160-volt, 1,500 HP motors) – all of which will be able to pump a total of 736,082 GPM.

- Instr. - Level, Flow, Pressure, Vibration
- SCADA – Rockwell FactoryTalk SE
- PLC – Rockwell ControlLogix
- GC - H & H Electric
- Eng. House - USACE

Bayou Meto Pump Station
Scott, AR

Surface Water - Overall project included diversion of excess water from the Arkansas River via a delivery system made up of pump stations, new canals, existing streams, and pipelines to the water depleted areas; channel improvements and a pumping station to provide an outlet to reduce flooding; waterfowl conservation and management measures; and other environmental restoration and enhancement features. The pump station project is part of this system to address problems with agricultural flooding, loss of environmental resources, and the depletion of the alluvial aquifer, which provides essentially all the water used for agricultural irrigation and supports area wetlands in central Arkansas. The project consisted of construction of a pumping station structure with four main electric pumps capable of pumping a total of 105,000 GPM.

- Instr. - Level, Flow, Vibration, Temp.
- SCADA – Rockwell FactoryTalk SE
- PLC – Rockwell ControlLogix
- GC - Harry Pepper & Associates
- Eng. House - USACE

Apple Valley/Hesperia Water RWTP
Victor Valley, CA

Reclaimed Water – RWTP upgrades for Membrane Filtration System Design/Build Delivered a complete controls package for the Ultrafiltration Membrane System supplied by Anaergia / Fibracast at both the Apple Valley and Hesperia Water Reclamation Plants. Provided all design, program, panel fabrication, and Startup Services required to deliver Anaergia, Inc a high-quality control system for the Ultrafiltration Membrane System, including network integration with the existing overall plant control system and SCADA.

Experience Highlights: 40HP Starter Control Panels, 50 HP VFD Control Panels, 150HP 18-Pulse VFD Drives.

- Instr. - Level, Flow, Pressure
- SCADA - Wonderware
- PLC – Rockwell ControlLogix
- HMI – Rockwell FactoryTalk
- GC - Anaergia
- Eng. House – Mr. Trevor Shackelford

Our Process Projects

Village of Dundee WWTP Improvement
Dundee, MI

Wastewater - Work involved all I&C Engineering and Design, PLC Programming for Relief Pump Station. Complete FactoryTalk Studio SCADA System Programming, used existing SCADA Computer and Network Hardware, all required Operator Console Equipment. Specified, provided, and commissioned Field Instruments for Flow, Level and motorized valves.

Provided a new U.L. 508A Certified Control Panel for wastewater diversion. Weir gate control with booster pumps and remote tank monitoring.

- Instr. - Level, Flow, Pressure, Motorized vlvs
- SCADA – Rockwell FactoryTalk View
- PLC – Rockwell CompactLogix
- GC – Trojan Development
- Eng. House – Tetra Tech

Karegnondi Water Authority Pump Sta.
Genesse County, MI

Fresh Water - Work involved all I&C Engineering and Design, PLC Programming for Intermediate Booster Station. Complete iFix SCADA System Programming, all specified SCADA Computer and Network Hardware, all required Operator Console Equipment. Specified, provided, and commissioned Field Instruments for Flow, Level, and Pressure.total of 105,000 GPM.

Provided a new U.L. 508A Certified Control Panel for booster pumps monitoring.

- Instr. - Level, Flow, Pressure
- SCADA – GE Proficy iFix
- PLC – Rockwell ControlLogix
- GC – E & L Construction Group
- Eng. House – Jones & Henry

Northeast Sewage Disposal System
Wayne County, MI

Wastewater - Work involved all I&C Engineering and Design, PLC Programming for Marter Road Booster Station, Kerby Road Pump Station, and Harper Woods Flow Connection. Complete iFix SCADA System Programming, all specified SCADA Computer and Network Hardware, all required Operator Console Equipment and all 1A and Select Improvs. Specified, provided, and commissioned Field Instruments for Flow, Level, and Gas Detection.

Provided new U.L. 508A Certified Control Panels for dewatering pumps and mtd pump motor monitoring..

- Instr. - Level, Flow, Analytics (Gas Detection)
- SCADA – GE Proficy iFix
- PLC – AB PLC 5 & MicroLogix
- GC – Rotor Electric
- Eng. House – CDM Smith

Our Process Projects

City of Allegan, MI WTP
Allegan County, MI

New Water Treatment Plant - New WTP for the City of Allegan consisting of a new 10,000 SF reverse osmosis softening plant with a new 2.25 MGD RO Filter System .The final plant design included 3 iron filters, 3 RO skids, 5 high-service pumps, and 5 chemical feed systems. Provided a new U.L. 508A Certified Control Panel for wastewater diversion. Weir gate control with booster pumps and remote tank monitoring.

- Instr. - Level, Flow, Gas Detection
- SCADA – GE Proficy iFix
- PLC – Rockwell PLC 5 & MicroLogix
- GC – Erhardt Construction/Harn R/O Systems
- Eng. House – Prien & Newhof

3rd Creek Wastewater Treatment Plant
Statesville, NC

Wastewater - Third Creek - project expanded the existing plant capacity from 4 MGD to 6 MGD. Project included new influent sewer, mechanical screens, influent pump station, grit removal, oxidation ditches, final clarifiers, chlorine contact structure and supporting systems. Modifications were also necessary to the electrical system and aerobic digester. The upgrades also included the implementation of a new SCADA system and new network infrastructure to connect all the different processes together. Provided a new U.L. 508A Certified Control Panel for wastewater diversion. Weir gate control with booster pumps and remote tank monitoring.

- Instr. - Level, Flow, Pressure Analytics (Residual Chlorine Analyzer, pH)
- SCADA – Rockwell FactoryTalk View
- PLC – Rockwell CompactLogix
- GC – Adams Robinson
- Eng. House – McGill

Boerne WWTRC Facility
Boerne, TX

Reclaimed Water - City of Boerne's Wastewater Treatment and Recycling Center (WWTRC) is a part of the Cibolo Creek Watershed and is currently permitted at 1.4 MGD. The project consisted of a Junction Box, Lift Station, Headwork's, BNR Basins, Clarifiers, Filters, Ultraviolet Light Disinfection, Parshall Flume, and Odor Control.

- Instr. - Level, Flow, Pressure, Analytics (Dissolved Oxygen, Residual Chlorine Analyzer, Gas Detection
- SCADA – Rockwell FactoryTalk SE
- PLC – Rockwell CompactLogix
- GC – Bergelectric Corp.
- Eng. House – HDR

Our Process Projects

SPSA Leachate Recovery Suffolk, VA

Leachate - Southeastern Public Service Authority (SPSA) - Regional Landfill Leachate Management

Improvements - Phase 1 - SCADA System. Project included demolition of existing vault structures and appurtenances and Construction of new vaults. Construction of SCADA System; Installation of fiber optic cable system, workstations, historian, and associated equipment. New Pump control panels, Motor control center and associated electrical for equipment. Demolition of existing pump control panels and network cabinets.

- Instr. - Level, Flow, Pressure
- SCADA – Trihedral VTScada
- PLC – Rockwell CompactLogix
- HMI – Maple Systems
- GC - R.E.W. Corporation
- Eng. House – Jacobs (formerly CH2M)

HRSD Interceptor Project Hampton Roads VA

Wastewater - Design and Build Control Panels for 150+ Pump Stations and Communication Cabinets. Designed and developed Electrical Drawings, Functional descriptions, and P&IDs for each site. Programmed Emerson Control Wave RTU's and Systems Maple System HMI's. Pump Station Controls and SCADA Systems Upgrade Field Support Services: Start-Up, Testing, and Training.

- Instr. - Level, Flow, Pressure
- SCADA – System Upgrades
- PLC – Emerson Controlwave
- HMI – Maple Systems
- GC - R.E.W. Corporation
- Eng. House – Westin Engineering
  - Mr. Dean Ford – Eng.
  - 1 (443) 876-5217

G Robert House 5 MGD WTP Inc. Hurt, VA

Water - Plant Expansion included WTP Upgrades and Expansion, SCADA Upgrade, New Influent Pump Stations, High Service Pump Replacement, Sodium Hypochlorite System Upgrade and New Wastewater Centrifuge System Building Provide Turn-Key Design, Engineered I&D Drawings, Control Panels, Field Instruments, SCADA Hardware & Software, all Programming, Startup, Testing, Calibration, and Training. Encore CMC and Alpha Laval Centrifuges.

- Instr. - Level, Flow, Pressure
- SCADA – WonderWare
- PLC – Rockwell ControlLogix
- GC - Mid Eastern Builders, Inc.
- Eng. House – Jacobs (formerly CH2M)
  - Mr. Jay Maggi – PM
  - 1 (804) 495-2425

Our Process Projects

Dow Chemical
South Charleston, WV

Surface Water - Project provided remediation design, construction, and operation services associated with a Groundwater Containment System (GCS) for the Middle Island Remediation Area (MI Area) located at the UCC South Charleston Facility West Virginia. The MI Area GCS consists of a network of extraction wells (EWs) that provide hydraulic containment of a groundwater plume. The extracted groundwater is pre-treated in order to reduce contaminant concentrations prior to discharge to the facility's POTW for further treatment. Groundwater pre-treatment two-stage to remove dissolved iron and volatile organic compounds (VOCs) from the process water stream. This scope of services covers the fabrication and testing of the treatment system control panel and three EW control panels.

- Instr. - Level, Flow, Pressure
- SCADA - InduSoft
- PLC – Rockwell CompactLogix
- GC – Jacobs (formerly CH2M)
- Eng. House - Jacobs (formerly CH2M)

Apogee Selenium Treatment Plant
Apogee, WV

Wastewater - Apogee Selenium Treatment Plant CEC Work involved all I&C engineering & design, all required PLC programming for BOP PLC Panel, Complete SCADA System Programming, all specified SCADA Computer and Network Hardware, all required Operator Console Equipment and all specified Field Instruments. Other responsibilities include startup & commissioning of all CEC Controls provided equipment, calibration, O&M Manuals, Training, for Hardware & Software and Installation Supervision for the entire project. In addition, provided over (22) new U.L. 508A Certified control panels.

- Instr. - Level, Flow, Pressure, Temperature
- SCADA – WonderWare
- PLC – Rockwell ControlLogix
- GC – Jacobs (formerly CH2M)
- Eng. House - Jacobs (formerly CH2M)

Evoqua Pyramid Peak WTP Improv
Phoenix, AZ

Water - CL02 Skid programming - System produced chlorine dioxide generated from liquid sodium chlorite and gaseous chlorine. Worked with OEM to provide PLC and HMI programming to monitor and control chlorine dioxide generation for disinfectant.

- Instr. – Level, Flow, Pressure, Analytic (Chlorine Analyzer)
- PLC – Schneider Electric - Modicon
- HMI – Rockwell FactoryTalk
- GC - Evoqua Water
- Eng. House – Black & Veach Engineers

Our Process Projects

Rose Hall WRF West Side Upgrades
St. James, Jamaica

Wastewater – Provided design, programming, material & startup to upgrade both the West & East sides of the 2.5 MGD plant. The West was upgraded to a 2-Train hollow fiber membrane bioreactor process by Suez. Upgrades included new control panels & retrofits to existing panels, network equipment and wiring modifications to accommodate process changes.
Control room upgrades included a new SCADA system using Ignition with ~4600 tags, new server rack, control room monitors & PC's, automated reporting & remote alarm notifications.

- Instr. - Level, Flow, Pressure, Temperature, Dissolved Oxygen
- SCADA – Inductive Automation Ignition v7.9
- PLC - Rockwell CompactLogix (West side)
  Automation Direct DL260 (East side)
- GC – Local Contractor
- Eng. House
  Fulghum Macindoe & Associates /
  Suez Water Technologies & Solutions

Our Process Projects

WTP Improvements
Arcadia, FL

Water - Project consisted of the construction and equipping of a new 3 MGD dual stage Cationic/Anionic ION exchange treatment facility address hardness, radium, sulfide and TOC. The treatment process removes hardness and radium through ion exchange softening while the second stage converts the sulfide to sulfate while adsorbing natural organic matter (NOM) on regenerable ion exchange media. Included a new water supply well, a chloramine disinfection system, corrosion inhibitor feed system, high service pump station, emergency generator facility, 250,000 gallon water storage tank, and ancillary facilities at the Arcadia Water Treatment Plant. Provided SCADA and Controls for new ION Exchange WTP, Remote Ground Storage Controls, RTU's at remote wells, Radio system design and implementation, Chem feed systems.

- Instr. - Level, Flow, Pressure, Analytics (Chlorine Residual)
- SCADA – Rockwell FactoryTalk SE
- PLC – Rockwell CompactLogix
- GC – PSC - Cardinal Contractors
- Eng. House – Hazen & Sawyer

Beverly Beach Water System Improv
Beverly Beach, FL

Wastewater - Provided SCADA and Controls for new Master Lift Station and RTU unit. New Control Panel, Server Rack, and Remote Telemetry Radio System.

- Instr. - Level, Flow, Pressure.
- SCADA – Schneider Electric - ClearSCADA
- PLC – Emerson ControlWave
- GC – Wharton-Smith
- Eng. House – Kimley-Horn

Boca Raton NaClO OSG System Rehab
Boca Raton , FL

Water/Wastewater - Provided SCADA and Controls to replace the existing OSHG with three new 1,500 pound per day Sodium Hypochlorite generation units. The units generate 0.8-percent sodium hypochlorite solution transferred to the on-site storage tanks, where it is fed into the treatment process. Project also included sodium hypochlorite storage tanks, associated valves and ventilation blowers; an additional FRP 12% sodium hypochlorite storage tank; centralized carbon filter/water softener system; installation of a semiautomatic/automatic 12% to 0/8% batch type dilution and product transfer pump system; replacement of the 12% sodium hypochlorite feed pumps and controls.

- Instr. - Level, Flow, Pressure, Analytics (pH sensing, Conductivity, Chlorine Residual)
- SCADA – GE Proficy iFix
- PLC – Rockwell ControlLogix
- GC – Wharton-Smith
- Eng. House – Hazen & Sawyer

Our Process Projects

Manatee Cty - SWWRF Nitrogen Rem
Bradenton, FL

Reclaimed Water - Retrofitting of two primary wastewater clarifiers resulting in removal of approx. 180 tons of nitrogen per year at the Water Reclamation Facility. Provided SCADA and Controls for Mixers in anoxic basins, NRCY (Nitrified Mixed Liquor Recycling) pumps in the aeration basins and new blowers.

- Instr. - Level, Flow, Pressure, Gas Detection
- SCADA – Schneider Electric - Citect
- PLC – Rockwell SLC
- GC – Vogel Bros
- Eng. House – Jacobs (formerly CH2M)

Manatee Cty - SWWRF Recharge Well
Bradenton, FL

Reclaimed Water - SCADA and Controls for new recharge well to insert excess reclaimed water after receiving high level disinfection. Two Monitoring Wells, Ammonium Sulfate Solution Bulk Storage Tank with Metering Pumps and Injection System.

- Instr. - Level, Flow, Pressure Analytics (Dissolved Oxygen, Ammonia Analyzer, Nitrate Analyzer)
- SCADA – Schneider Electric - Citect
- PLC – Rockwell SLC
- GC – Vogel Bros
- Eng. House – Jacobs (formerly CH2M)

Hillsboro Beach WTP
Hillsboro Beach, FL

Water - Provided modifications to existing Water Treatment Plant and Beach Site Pump Station including new filter with blower system, chemical feed systems, high service/transfer pumps, booster pumps and chemical feed pumps, instrumentation and control to include SCADA system and telemetry between booster pump station and the water treatment plant.

- Instr. - Level, Flow, Pressure Analytics (pH, Free Chlorine, Total Chlorine)
- SCADA – Rockwell FactoryTalk SE
- PLC – Rockwell ControlLogix
- GC – Close Construction
- Eng. House – Jacobs (formerly CH2M)

Our Process Projects

Membrane WTF
LaBelle, FL

Water - New 1.5 MGD membrane Water Treatment Plant - Provided all SCADA and Controls for Remote Wells, and High Service Pumps, Chem feed systems, integration of membrane filtration system.

- Instr. - Level, Flow, Pressure, Analytics (pH sensing, Conductivity, Chlorine Residual)
- SCADA – Trihedral VTScada
- PLC – Rockwell SLC
- GC – WPC
- Eng. House – Applied Technology & Management (ATM)

Lakeside Ranch S-191A Pump Station
Martin County, FL

Surface Water – Currently underway! Project is construction of a 600 CFS pumping station to divert ground water from the high-phosphorus level Taylor Creek and Nubbin Slough into a 2,700 acres wetland area to treat the stormwater runoff before the water enters Lake Okeechobee.

- Instr. - Level, Flow, Pressure, Temperature
- SCADA – Trihedral VTScada
- PLC – Rockwell ControlLogix
- HMI – Rockwell FactoryTalk
- GC – Kiewit
- Eng. House – CD Smith

Faka Union Pump Station
Naples, FL

Surface Water - 2650 CFS Pumping station that was part of the Picayune Strand Restoration Project - Comprehensive Everglade restoration project. Pump Station has 3- 100 CFS Electric and 6 - 470 CFS Diesel pumps. Provided Control Panels, Programming, and interfacing for the 6 diesel pumps.

- Instr. - Level, Flow, Pressure, Temperature
- SCADA – Rockwell FactoryTalk
- PLC – Rockwell CompactLogix
- HMI – Rockwell FactoryTalk
- GC – WW Williams - Harry Pepper
- Eng. House – Parsons - USACE

Our Process Projects

Merritt Pump Station
Naples, FL

Surface Water - 810 Cubic Feet/Second Pumping station that was part of the Picayune Strand Restoration Project - Comprehensive Everglade Restoration Project. Pump Station has 3- 75 CFS Electric and 4 - 220 CFS Diesel pumps. Provided Overall SCADA and Controls for station along with sub-systems controls, Diesel and electric pump controls, Lube and Cooling water systems controls, Trash Rake &Tank Farm controls. Control interface to SCADA.

- Instr. - Level, Flow, Pressure, Temp
- SCADA – Schneider Electric -Telvent
- PLC – Rockwell ControlLogix
- GC – Harry Pepper & Associates
- Eng. House – USACE

Orange Cty - SW Marriott PS Rehab
Orlando, FL

Wastewater - PS 3597 – Southwest Marriot Pump Station Rehab - replacing existing wetwell and equipment with a new dual cast-in place wetwell and splitter structure, new submersible variable speed pumps in a dual wetwell structure, new engine generator for emergency power. Provided HMI and Controls to support all new and existing equipment, new SCADA RTU Panel with Radio Communications, Backup Float Control Panel, Generator and Fuel System Interface.

- Instr. - Level, Flow, Pressure
- SCADA – WIN CC
- HMI – Siemens TIA Portal
- PLC – Siemens S7-216
- GC – Wharton-Smith
- Eng. House – Black & Veatch

Springtree WTP
Sunrise, FL

Water – Construction of 1.5-mgd capacity reverse osmosis (RO) treatment system at the existing Spring tree Water Treatment Plant. The RO treatment system consisted of a process building (with clean in place membrane system, electrical and controls room, and process area) with modular skid mounted equipment, Chemical feed system structure, and Degasifier and air quality scrubber structure. Provided SCADA and Controls for new 1.5 MGD RO unit and associated systems. (Chem systems, Degasifier, Scrubber, etc.).

- Instr. - Level, Flow, Pressure, Analytics (Total Suspended Solids, Dissolved Oxygen, Nitrate Sensing, Turbidity, Methane Detection).
- SCADA – GE Proficy iFix
- PLC – GE PACSystems RX3i
- GC – JJ Kirlin
- Eng. House – Carollo

Our Process Customers

- Adams Robinson Enterprises, Inc.
- AECOM
- Anaergia
- Archer Western
- Bay Area Electric
- Black & Veatch
- Brasfield & Gorrie, L.L.C.
- Bridgeman Construction (formerly TA Sheets)
- Brown and Caldwell Constructors & Eng's
- Burnett Inc
- Censtate Construction
- CDM Smith
- City of Allegan, MI
- City of Arcadia, FL
- City of Bradenton, FL
- City of Camden, NJ
- City of Emporia, FL
- City of LaBelle, FL
- City of Lake Elsinore, CA
- City of Laredo, TX
- City of Ormond Beach, FL
- City of Portsmouth, VA
- City of Smithfield, VA
- City of Statesville, NC
- City of Suffolk, VA
- City of Virginia Beach, VA
- Close Construction, Inc.
- CPH, Inc
- Douglas N. Higgins, Inc.
- Evoqua Water Technologies
- Flagler County, FL
- Florida Design Drilling
- Florida Design Contractors
- Fulghum, MacIndoe and Assoc
- Garney Construction
- Greeley and Hansen
- Hampton Roads Sanitation District (HRSD)
- Harn R/O Systems, Inc
- Harry Pepper & Associates, Inc
- Hazen and Sawyer
- Hillsboro Beach Water Department
- Huffman Construction
- Jacobs – formerly CH2M
- J. Kokolakis Contracting Inc.
- J.J. Kirlin
- Jones Edmunds
- Kiewit Infrastructure South Co.
- Kiewit
- Kimley-Horn
- Lee County, FL
- Manatee County, FL
- Mass Electric Construction Company
- McMahan Construction Company, Inc.
- Mercury Environmental Research
- Mid-Eastern Builders (MEB)
- Mountain Cascade of Texas LLC
- NE Controls
- New England Machinery, Inc
- Orange County Utilities Dept
- Ovivo USA, LLC
- Patterson Pump Company
- Pelican Wire Co., Inc
- Polk County, FL
- Poole & Kent
- Prime Construction Group, Inc.
- PSC (Cardinal Contractors)
- PWC, LLC (Public Works Constructors)
- QLH (Quentin L. Hampton Associates)
- REW Corporation
- Rotor Electric
- RTD Construction, Inc.
- Sawcross Incorporated
- Smithfield Foods (Smithville, VA)
- Suez Water Technologies
- Tetra Tech
- TLC Diversified, Inc
- Tonka Equipment Company
- Vogel Bros. Building Co.
- Weiss Construction
- Wharton-Smith, Inc.
- WPC Industrial Contractors

Certifications and Partnerships

Certifications

Associations

Partners

Thank you!

wood.



woodplc.com/automation
Legacy ceccontrols.com

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Revere Control Systems, Inc.** ("Contractor"), 2240 Rocky Ridge Road, Birmingham, AL 35216, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals (RFP 2020-30, "Process Control System, Equipment & Instrumentation Services") dated September 30, 2020, attached hereto as Exhibit "A", and the Proposal dated September 30, 2020, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years with two (2) automatic one-year renewal options, unless either party provides at least ninety (90) days prior written notice of its intent not to renew.

3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Revere Control Systems, Inc.**
Joyce Shanahan, City Manager	Nan Johnson, VP Municipal Systems
(copy to City Attorney)	2240 Rocky Ridge Road
22 South Beach Street	Birmingham, AL 35216
Ormond Beach, FL 32174	

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations

	$ 50,000	Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000	Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]	

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

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

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

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

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

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

provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO

THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

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

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

DATED this 1 day of December, 2020.

Witnesses:

Wendy Hortz

Print Name: Wendy Hortz

Cassidi Ritz

Print Name: Cassidi Ritz

CITY OF ORMOND BEACH

By: Bill Partington
BILL PARTINGTON
Mayor

By:
JOYCE SHANAHAN
City Manager

DATED this 16th day of December, 2020.

Witnesses:

Linda Griffis

Print Name: Linda Griffis

Donna Powell

Print Name: Donna Powell

REVERE CONTROL SYSTEMS, INC.

By: Nan Johnson

Print Name: Nan Johnson

Title: VP of Municipal Systems

Attest: Missy Stewart

Print Name: Missy Stewart

Title: Municipal Operations Manager

REVERE CONTROL SYSTEMS, INC. CORPORATE SEAL 1980 ALABAMA

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES**

RFP NUMBER: **2020-30**

RFP DUE DATE & TIME: **September 30, 2020 at 2:30 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 17, 2020 at 2:00 p.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

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

PROPOSER'S NAME: Revere Control Systems, Inc.

PROPOSER'S MAILING ADDRESS: 2240 Rocky Ridge Road

CITY-STATE-ZIP: Birmingham, AL 35216

F.E.I.N.: 63-0794615

PHONE NUMBER: (205) 271-9806 EMAIL: njohnson@reverecontrol.com

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

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

X Nan Johnson
AUTHORIZED SIGNATURE (MANUAL)

Nan Johnson
NAME (TYPED)

Vice President of Municipal Systems
TITLE

September 30, 2020
DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

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

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

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

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

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

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

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

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

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

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

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

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

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

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

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 – 30

I. INTRODUCTION

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide technical services on an "as needed basis" for the Utilities Division of the Public Works Department in the field of programming, maintenance, and calibration services to the City's Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) process control equipment systems in order to maintain normal operation of the City's treatment plants, well sites, storage tanks, and pump stations. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

To be considered, bidders must submit one (1) signed and unbound original of the complete proposal packet, including all required attachments, along with one (1) full complete electronic file of the proposal in pdf format on either a CD or thumb drive by the closing date and time. Responses shall be submitted in sealed envelopes and clearly identified as "**PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES**" and reference **RFP No. 2020-30** on the outside of the envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Bids delivered after the time and date specified will not be accepted.** The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required. For any question regarding bid delivery contact the purchasing office at 386-676-3223.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extend outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2019 included 22,532 active water accounts, of which 17,412 were located within the City limits. Records indicate there were 17,532 active water & sewer accounts, of which 17,265 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

The Utilities Division of the City's Public Works Department is responsible for providing quality potable water, sanitary sewer and reclaimed water services to utility customers in a manner that balances social, environmental, and economic factors. The Utilities Division of the Public Works Department consists of five operating sections: Water Production, Water Reclamation (sometimes referred to as the Wastewater Treatment Facility), Potable Water Distribution, Wastewater Collection & Reclaimed Water Distribution, and Equipment Maintenance.

The Water Production Division is responsible for the safe and efficient operation of the City's Water Treatment Plant (WTP), 39 wells, 3 water storage tanks, and four water distribution booster stations. The WTP has a design capacity of 12.0 million gallons per day.

The Water Reclamation Facility (also referred to as the Wastewater Treatment Facility) is responsible for the safe and efficient treatment of wastewater, the supply of reclaimed water for irrigation, and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The City's Water Reclamation Facility is designed to treat sewage at a rate of 8 million gallons per day. The City utilizes 76 sanitary sewer lift stations to transmit wastewater to the Wastewater Reclamation Facility. Meanwhile, the reclaimed water system has a permitted capacity of 10 million gallons per day, and utilizes 3 reclaimed water storage tanks and associated pump stations.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES on an "as needed" basis. The term of this contract shall be for an initial three (3) year agreement. The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this

contract based on contractor's acceptance, level of performance and approved funding.

B. Scope of Work:

(1) General Overview

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. The scope of work under this contract shall include services in the areas of **(2) Preventative Maintenance, (3) Routine Repairs and Advanced Programming** (including SCADA radio telemetry and PLC's), and **(4) Emergency Repairs and Programming**.

A general listing of the facilities to be serviced is provided herewith under this **Section B-Scope of Work,** as detailed in **(6) Current Inventory for the Utilities Division Facilities,** and **(7) Supplemental Information for Utilities Division Facilities**. In general, the services to be provided under the Scope of Work includes, but is not limited to, the following:

(2) Preventative Maintenance Service

1. The successful offeror, also referred to herein as Contractor, shall provide all required programming, maintenance, and calibration services associated with the City's SCADA and PLC Process control equipment systems that is required to maintain normal operation of the treatment plants, well site, storage tanks, and pump stations.

2. All work to be scheduled between the normal work hours of 7:00 AM and 4:00 PM, Monday through Friday.

3. When performing preventative maintenance, upon conclusion of service, a report outlining work performed and work necessary to complete shall be submitted to the City. It is required that as part of this service, the Contractor shall perform services to correct calibration or typical preventative maintenance problems to the system. If additional problems are determined, a scope of repair work shall be prepared and accepted by City prior to commencement of such repair work.

4. When performing preventative on hardware, service visit shall include at a minimum: Cleaning of equipment/instrument per the instructions of the Original Equipment Manufacturer (OEM), cleaning and clearing of instrument supply lines, and instrument calibration verification per manufacturer's recommendations utilizing factory calibrated and properly maintained instruments.

5. The successful offeror will supply all labor, vehicles, tools, testing

equipment and parts, which satisfy manufacturer's applicable requirements. The Contractor shall advise the City of all costs required to provide such services and receive authorization by the City prior to commencing services. The City shall have the right to purchase parts direct from the OEM or through the Contractor.

6. The successful offeror will be responsible for providing advance notification, a minimum of twenty-four (24) hours, to the facility managers of any service or maintenance activities.

7. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the City for review and approval. The proposal should specify:

   a. Labor billing rate for repair service not covered under the unit price agreement supplied by the vendor with the original contract proposal. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.

   b. Policies, if any, on pricing of replacement parts not covered under the unit price agreement supplied by the vendor with the original contract proposal.

(3) Routine Repairs and Advanced Programming Services

1. On an as-needed basis, the successful offeror shall provide SCADA and PLC programming, diagnostic and trouble-shooting services to the City's water and wastewater facilities process control systems and remote pumping facilities (including wells and lift stations RTU's).

2. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the City for review and approval. The proposal should specify:

   a. Labor billing rate for repair service not covered under the fixed price annual preventative maintenance service. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.

   b. All hourly rates shall include labor, expenses, and travel to the City. These On-Demand services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system integration work and general Process Control system trouble-shooting and repair.

   c. Routine repair work scheduled in advance is defined as: Monday

through Friday, 7:00 a.m. until 4:00 p.m. If the repair impacts normal operations, City may request routine work to be scheduled Monday through Friday between 4:01 p.m. and 6:59 a.m.

(4) Emergency Repairs and Programming Services

1. The successful offeror shall provide emergency SCADA and PLC programming, and repair services to the City's water and wastewater facilities process control systems.

2. Emergency service is 24-hours per day, 7 days a week. Contractor shall respond, and be at the City's work location, responding to emergency calls with eight (8) hours of the City's request. *Emergency rates shall apply to the first eight (8) hours of service, after which any remaining work will revert to routine, scheduled work rates.*

3. All hourly rates shall include labor, expenses, and travel to the City. These emergency services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system integration work and general Process Control system trouble-shooting and repair.

4. The City shall authorize any repairs that are necessary to return any equipment to operating status.

(5) Parts and Materials Used

1. In such cases where the Contractor is authorized to furnish new parts, either for repair or 100% replacement, the City's cost shall be limited to a value equal to the Contractor's actual cost, including freight. The Contractor shall not invoice the City any markup fees or additional percentage of cost. Original invoices from the parts' distributor or manufacturer shall be made available to the City upon request or payment may be withheld.

2. The Contractor is to ensure that all parts and materials used will be new and conform to the OEMs specifications. The Contractor is to use only new parts, assemblies or subassemblies, approved by the OEM, and is not to install used parts, or those removed from another system without the written approval of the City.

3. The City reserves the right to supply the Contractor with any parts on hand that would bring an item of equipment up to serviceable conditions. Any parts provided to the Contractor by the City will be provided at no cost to the Contractor.

4. The Contractor shall guarantee OEM replacements parts for a period of one

(1) year after the repair work is complete.

(6) Current Inventory for Utilities Division Facilities

This is a list of the current instrument inventory as of this bid. The addition of new equipment and replacement of current equipment may result in changes to this list. This list should be used by the offeror to establish City needs and appropriate pricing. The scope of work will include all utility sites and facilities, i indicated below.

Water Treatment Facility

1. Control Room (LPRO): Emerson Controlwave RED with RIO 1-2 (Electrical Room), RIO1-2 (Maintenance Shop) and RIO 1-4 (Lime Softening Building)
2. Sand Filter Building: Allen Bradley CompactLogix
3. High Service Pump Station: Emerson Controlwave PAC
4. Clearwell Transfer Pumps: Allen Bradley SLC 500

Water Supply Wells

1. Division 4D: Emerson Micro
2. Division 5D: Emerson Micro
3. Division 8D: Emerson 3305
4. Division 12D: Emerson Micro
5. Division 15D: Emerson Micro
6. Division 17D: Emerson 3305
7. Rima Ridge 35R: Emerson Micro
8. Rima Ridge 39R: Emerson Micro
9. Rima Ridge 40R: Emerson Micro
10. Rima Ridge 41R: Emerson Micro
11. Rima Ridge 36R: Emerson Express
12. Rima Ridge 37R: Emerson Express
13. Rima Ridge 38R: Emerson Express
14. State Road 40WF18SR: Emerson Micro
15. State Road 40WF19SR: Emerson Micro
16. State Road 40WF21SR: Emerson Micro
17. Hudson 24H: Emerson Micro
18. Hudson 22H: Emerson Express
19. Hudson 23H: Emerson Express

Water Distribution Booster Stations

1. State Park: Emerson Micro
2. Granada: Emerson Micro
3. Riverview: Emerson Micro
4. Nova: Emerson Micro

Water Storage Tanks

1. WTP Elevated Water Storage Tank
2. Standish Ground Storage Tank: Emerson Micro
3. Leeway Elevated Storage Tank: Emerson Micro

Wastewater Treatment Facility

1. Influent Pump Station (PLC-1)
2. Alum/Polymer Bldg. (PLC-2)
3. RAS/WAS Pump Station (PLC-3)
4. Main Electrical Building (PLC-4)

Wastewater Lift Stations

1. LS-1M (Mainland 1): Emerson Micro
2. LS-2M (Mainland 2): Emerson Micro
3. LS-3M (Mainland 3): Emerson Micro
4. LS-4M (Mainland 4M): Emerson Micro
5. LS-4M1 (Mainland 4M1): Emerson Micro
6. LS-5M (Mainland 5M): Emerson Micro
7. LS-6M (Mainland 6M): Emerson Micro
8. LS-7M (Mainland 7M): Emerson Micro
9. LS-7M1 (Mainland 7M1): Emerson Micro
10. LS-8M (Mainland 8M): Emerson Micro
11. LS-8M1 (Mainland 8M1): Emerson Micro
12. LS-8M2 (Mainland 8M2): Emerson Micro
13. LS-8M3 (Mainland 8M3): Emerson Micro
14. LS-9M (Mainland 9M): Emerson Micro
15. LS-10M (Mainland 10M): Emerson Micro
16. LS-11M (Mainland 11M): Emerson Micro
17. LS-12M (Mainland 12M): Emerson Micro
18. LS-13M (Mainland 13M): Emerson Micro
19. LS-1P (Peninsula 1P): Emerson 3305
20. LS-2P (Peninsula 2P): Emerson Micro
21. LS-3P (Peninsula 3P): Emerson Micro
22. LS-4P (Peninsula 4P): Emerson Micro
23. LS-5P (Peninsula 5P): Emerson 3305
24. LS-6P (Peninsula 6P): Emerson Micro
25. LS-7P (Peninsula 7P): Emerson Micro
26. LS-8P (Peninsula 8P): Emerson Micro
27. LS-AB1 (Aberdeen 1): Emerson Micro
28. LS-AB2 (Aberdeen 2): Emerson Micro
29. LS-AB3 (Aberdeen 3): Emerson Micro
30. LS-AB4 (Aberdeen 4): Emerson Micro
31. LS-AB5 (Aberdeen 5): Emerson 3305
32. LS-ABP (Airport Business Park): Emerson Micro
33. LS-AYO (Arroyo Parkway): Emerson 3305
34. LS-BAT (Breakaway Trails): Emerson Micro
35. LS-BC (Bear Creek): Emerson Micro

36. LS-CAM (Camelot): Emerson Micro
37. LS-CG (Castle Gate): Emerson Micro
38. LS-CHEL1 (Chelsea 1): Emerson Micro
39. LS-CHEL2 (Chelsea 2): Emerson Micro
40. LS-CRKSD (Creekside): Emerson Micro
41. LS-CS (CharlesCity Square): Emerson Micro
42. LS-FQ (Forest Quest): Emerson 3305
43. LS-GBC (Garden Business Center): Emerson 3305
44. LS-HD (Harley Davidson): Emerson Micro
45. LS-HH (Halifax Hospital): Emerson Micro
46. LS-HOMAC (HOMAC): Emerson Micro
47. LS-LO (Laurel Oaks): Emerson Micro
48. LS-MAC (MacDonald's): Emerson Micro
49. LS-OG (Ormond Green): Emerson Micro
50. LS-OL1 (Ormond Lakes 1): Emerson Micro
51. LS-OL2 (Ormond Lakes 2): Emerson Micro
52. LS-OL4 (Ormond Lakes 4): Emerson 3305
53. LS-OM (Ormond Mall): Emerson Micro
54. LS-PT (Pine Trail): Emerson Micro
55. LS-PWS (Pathway Elementary School): Emerson Micro
56. LS-SAN (San Marco): Emerson 3305
57. LS-SC (Shadow Crossings): Emerson Micro
58. LS-SL (Shadow Lakes): Emerson Micro
59. LS-SM (Spring Meadows): Emerson Micro
60. LS-SO (Sandy Oaks): Emerson Micro
61. LS-SP (Southern Pines): Emerson 3305
62. LS-SR (Saddlers Run): Emerson Micro
63. LS-SW (Spanish Waters): Emerson Micro
64. LS-TM (Tomoka Meadows): Emerson Micro
65. LS-CITYE (City Center): Emerson Micro
66. LS-VGO (Villagio): Emerson Micro
67. LS-WM (Walmart): Emerson Micro
68. LS-CRN (Crown): Emerson Micro
69. LS-RB (River Bend): Emerson Micro
70. LS-CP (City Provs): Emerson Micro
71. LS-DC: Emerson 3305
72. LS-HR: Emerson Micro
73. BSAIR: Emerson Micro
74. LS-HW: Emerson Micro
75. LS-RO: Emerson Micro
76. SWLC: Emerson Micro

Reuse Storage and Pumping Stations

1. Orchard St. High Service: Emerson Micro
2. Breakaway Trails: Emerson Micro
3. Shadow Crossing: Emerson Micro

Storm Water Pumping Stations (Total of 2)

Storm Water Level Stations (Total of 4)

(7) Supplemental Information for Utilities Division Facilities

1. A SCADA System Configuration and Communication diagram has been prepared and included as part of this package. The diagram provides general information on the details of major SCADA system computer components and connectivity.

WATER TREATMENT FACILITY
WTP ELECTRICAL ROOM
NETWORK CABINET
CONTROL ROOM
WTP-RT-SVR1
RUNTIME SERVER
WTP-RT-WS1
RUNTIME
WTP-RT-WS2
RUNTIME
APPLICATION
DEVELOPMENT
STATION
WTP-RT-DEV-WS
DEVELOPMENT
RUNTIME
WATER REMOTE SITES
RTUS EXISTING
WASTEWATER TREATMENT FACILITY
IT HARDENED DATA CENTER
CONTROL ROOM
IT-RT-SVR1
RUNTIME SERVER
WWTP-RT-WS1
RUNTIME
WWTP-RT-WS2
RUNTIME
APPLICATION
DEVELOPMENT
STATION
WWTP-RT-DEV-WS
RUNTIME/DEVELOPMENT
REUSE, STORAGE,
& PUMP STATION
LIFT STATIONS
RT-LS-WS1
RUNTIME
STORM WATER
& LEVEL STATIONS
THIN CLIENT
REMOTE ALARM
NOTIFICATION DEVICES
CELL PHONE
TABLET
REMOTE ALARM NOTIFICATION
SOFTWARE OVER TEXT MESSAGE
PORTABLE VIEW CLIENTS
CELL PHONE
TABLET
STORM WATER REMOTE SITES
RTUS
WASTE WATER REMOTE SITES
RTUS EXISTING
WATER REMOTE SITES
RTUS EXISTING
NOTES
1. NETWORK EQUIPMENT, EQUIPMENT CABINETS/RACKS AND WIFI/FM CABLING SHOWN SHALL BE PROVIDED BY THE OWNER
2. PORTABLE VIEW CLIENT EQUIPMENT SHALL BE PROVIDED IN THE FUTURE BY THE OWNER
3. EXISTING PLANT PROCESS PLC PANELS ARE NOT SHOWN FOR CLARITY OF PROJECT SCOPE
4. APPLICATION WILL SUPPORT DIRECT REPORT BY EXCEPTION POLLING FROM THE WORKSTATIONS INCLUDE SUPPORT TO REMOVE POLLING OF WATER SYSTEM LOCATIONS AND RELATED SOFTWARE FORM THE RTU MASTER PLC
5. RUNTIME STATIONS SHALL BE CONFIGURED TO FAIL OVER IN SEQUENCE AS IT HARDENED DATA CENTER, WEB ELECTRICAL ROOM, WTP CONTROL ROOM, WWTP CONTROL ROOM
MAKIM&CREED
CITY OF ORMOND BEACH, FLORIDA
CITY OF ORMOND BEACH
SCADA SYSTEM BLOCK
DIAGRAM
I-001

2. The City presently uses VTScada 11.3 software by Trihedral, Inc. as its SCADA system software platform.

3. The City's control hardware platform is existing and will continue in service through the duration of the contract. With limited exceptions, the control system hardware is ControlWave RTUs and PLCs by Emerson Process Management. Other equipment in use includes Allen Bradley CompactLogix, Allen Bradley SLC500 and Siemens S7 PLCs. When modifications are required for the Emerson RTU/PLC software, the vendor will utilize the services of Emerson Process Management to revise software and test the modifications.

4. VTScada 11.3 software is currently used at the City's water and wastewater treatment facilities, and remote pumping facilities (including raw water wells, potable water and reclaimed water pump stations, and sanitary sewer and stormwater lift stations).

5. All components of the City's utility infrastructure are existing systems, required to be operational during all construction/testing periods. The work and services provided under this contract shall be scheduled and coordinated with the City, at their convenience, to minimize the disruption of system operations.

(8) Contractor Qualifications

1. The Contractor shall perform all work necessary to select, furnish, configure, customize, debug, install, connect, calibrate (if required by the City), place into operation all hardware & software specified within specification form and to install all system software upgrades as required by the City to keep systems updated and running within the manufactures supported versions to include but not limited to VTScada 11.3, Control Wave Designer programming software (Emerson PLC software) MODBUS, as well as working knowledge of Altivar VFD's.

2. The Contractor shall be a "systems house" regularly engaged in the design and the installation of computer systems and their associated subsystems as they are applied to the municipal water or wastewater industry. For the purposes of this specification section, a "systems house" shall be interpreted to mean an organization that complies with all of the following criteria:

   a. Employs a registered professional Control Systems Engineer or Electrical Engineer to supervise or perform the work required by this specification section.

b. Employs personnel on this project who have successfully completed a manufacturer's training course on the configuration and implementation of the specific programmable controllers, computers and software.

c. Has performed work of similar or greater complexity on at least five (5) previous projects. Shall submit names, addresses, telephone numbers, and details of instrumentation.

d. Has been in the water/wastewater industry or similar industrial process controls performing the type of work specified in this specification section for a minimum of ten (10) years.

3. The Contractor shall maintain a fully equipped office/production facility with full-time employees capable of fabricating, configuring, installing, calibrating, troubleshooting, and testing the system specified herein. Qualified repair personnel shall be available and capable of reaching the facilities within a twenty-four (24) hour period for non-emergency services and shall be available and capable of reaching the facilities within a four (8) hour period for emergency services.

4. Actual installation of a system or additional equipment need not be performed by the company's employees; however, the company shall be responsible for the on-site technical supervision of the installation. Written approval must be given by the City for any subcontractors.

5. The Contractor shall submit a statement of qualifications, relevant to the specifications proposed for this bid that includes: equipment inventory, facility description, resumes of key personnel, experience references, and certifications.

6. The Contractor shall provide a list of telephone numbers, pager numbers, and cellular phone numbers where an Instrumentation Specialist can be reached at all times in the event of an emergency. Maximum thirty (30) minute call back time is required.

7. The Contractor's personnel working on-site at any City facility must be full- time or contracted employees of the awarded vendor and have photo identification to enter site and available upon request. The photo identification must contain the employee's full name, the bidder's official logo or name, occupational license number, and a unique employee identification number.

8. The City reserves the right to require a specific Equipment/Programming Specialist, as long as said Specialist is employed by the Contractor.

(9) Security and Proprietary Information

1. The City's proprietary information stored on electronic computing devices whether owned, or leased by the City, an employee or a third party, remains the sole property of the City. Contractor must ensure through legal or technical means that proprietary information is protected in accordance with the DATA PROTECTION STANDARD. Contractor has a responsibility to promptly report the theft, loss or unauthorized disclosure of the City's proprietary information. Contractor may access, use or share the City's proprietary information only to the extent it is authorized and necessary to fulfill assigned job. Remote access to the City's Process Control System(s) shall be minimized to the greatest extent possible to ensure the security of the system. The Contractor should be prepared to perform all but the most urgent repair work on-site.

2. The following are strictly prohibited:

    a. Accessing data, a server or an account for any purpose other than conducting City business.

    b. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws. The appropriate management should be consulted prior to export of any material that is in question.

    c. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).

    d. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the Contractor is not an intended recipient or logging into a server or account that the Contractor is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.

    e. Port scanning or security scanning.

    f. Connecting equipment to or exporting to any removable storage device without prior authorization from the City.

    g. Circumventing user authentication or security of any host, network or account.

h. Introducing honeypots, honeynets, or similar technology on the City's network.

i. Divulge remote connection modem phone numbers or other access points to City's computer resources to anyone without proper authorization.

j. Share account(s), passwords, Personal Identification Numbers (PIN), Security Tokens (i.e. Smartcard), or similar information or devices used for identification and authorization purposes.

k. Make unauthorized copies of copyrighted or City-owned software.

l. Use of non-standard shareware or freeware software without the appropriate City Management approval.

m. Download, install or run security programs or utilities such as password cracking programs, packet sniffers, or port scanners that reveal or exploit weaknesses in the security of a City computer resource unless approved.

(10) System Continuity

1. Should the City require on-site services, the Contractor shall make every effort to ensure that the equipment or system is left in operating condition. Should repairs performed by the Contractor result in equipment or system failure, the Contractor shall, within one (1) hour, inform the City authorized representative of the anticipated length of downtime. The Contractor shall make every effort to expedite repairs to minimize the downtime.

2. Should the City require on site services, (upon completion of all repairs, calibration, system start up and checkout procedures, and while the systems are in a "normal operating" condition), the Contractor and authorized City staff shall jointly demonstrate system performance to determine that the equipment operates properly and is acceptable. If control system loop checks are required, proper operation of the system loop shall be verified by operating all devices in the loop. Any failures shall be deemed as not meeting OEM requirements and shall require retesting and return of the equipment to the Contractor for further evaluation.

(11) Training

In the event, the successful offeror installs new equipment, software or system programming, they shall be responsible to provide City a hard copy and electronic training material and user manuals.

III. PROPOSAL REQUIREMENTS

A. Inquiries

Inquiries concerning this Request for Proposals shall be submitted to the attention of the Purchasing Coordinator by email to robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, NO questions will be responded to after September 21, 2020 at 5 p.m. which is nine (9) days prior to the submittal due date. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

B. Submission of Proposals

Submittals will not be evaluated on the aesthetics of the package. Non-recyclable materials are discouraged. Points may be deducted for Responses that exceed seventy-five (75) pages.

The following material must be received no later than 2:30 p.m. on September 30, 2020 for a proposing firm or individual to be considered:

1. One (1) original, unbound copy and one (1) digital copy contained on a CD or flash drive with all the same documents in a PDF format. The proposal shall include the following:

    a. Title Page: Title page marked, "**PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES**", the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

    b. Table of Contents: Include a clear identification of the material included in the proposal by page number.

    c. Proposer's Statement of Qualification: Include Proposer's name and principal address; contact person's name and title; telephone and fax number; FEIN;

number of years organization has been in business; number of years your firm has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

d. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

e. Profile or Proposer: State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done. State the size of staff, number of professional staff and over-all experience of assigned staff for this project.

C. Technical Proposal

1. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the "PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES", in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated.

a. Qualifications, Capabilities, and Experience of the Firm

i. Describe your firm's history and the organizational structure of the team established to manage the project.

This is to include the administrative operation and key personnel and their area of responsibility.

ii. Describe the methodology employed to ensure prompt service, customer satisfaction, prompt complaint resolution, and effective employee performance and training.

iii. Provide information of your top five customers.

iv. List the last three (3) contracts held comparable to this specific project and related experience accomplished by the proposer firm. Indicate:

- Client Name, address, and telephone number
- Principal/Project Manager in charge, licensing/certifications, various team positions
- Description of the contract including;
- Contract objective(s)/accomplishments
- Challenges encountered, resolutions
- Contract starting and ending dates

v. Comment on other areas which make your firm different from your competitors.

D. Cost Schedule

Bidders shall provide a comprehensive **"RATE SCHEDULE."** Bidders are given the option of developing and submitting their own **"RATE SCHEDULE"** that best reflects their company structure OR bidders may complete the table entitled "**RATE SCHEDULE,**" which includes additional blank spaces for unlisted job titles and rates, provided at the bottom of the table. These blank spaces are intended to allow the bidder to add other titles and rates as they deem necessary in their proposal.

In the **"RATE SCHEDULE"** table provided in the specifications, "ISA" refers to the International Society of Automation. While the Cost Schedule lists ISA certification, other comparable certifications are permissible. In addition, the term "Straight Time" shall be understood to mean all hours worked during normal weekdays but not exceeding eight (8) hours per day. Similarly, "Overtime" shall be understood to mean all hours worked after eight (8) hours on weekdays AND all hours worked on Holidays and weekends. "EI" refers to an Engineering Intern while "PE" refers to a Professional Engineer licensed in the State of Florida.

REVERE

City of Ormond Beach, Florida
Process Control System, Equipment & Instrumentation Services
RFP No. 2020 – 30

Rate Schedule

	Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Travel Time Hourly Rate
1	Project Manager	$180.00	$220.00	$180.00
	Design Engineering, Support Services			
2	Professional Engineer / Engineering Group Leader	$180.00	$220.00	$180.00
3	Senior Project Engineer / Senior Project Specialist	$160.00	$200.00	$160.00
4	Project Engineer III / Project Specialist III	$140.00	$180.00	$140.00
5	Project Engineer II / Project Specialist II	$120.00	$160.00	$120.00
6	Project Engineer I / Project Specialist I	$100.00	$140.00	$100.00
7	CAD Operator	$ 75.00	$ 115.00	N/A
8	Documentation Coordinator	$ 50.00	$ 75.00	N/A
	Field Service			
9	Field Service Group Leader	$125.00	$165.00	$125.00
10	Field Service Technician	$110.00	$150.00	$110.00
	Electrical Construction			
11	Electrical Superintendent / Site Manager	$ 120.00	$ 160.00	$ 120.00
12	Retrofit / Journeyman Electrician	$ 80.00	$ 120.00	$ 80.00
13	Electrical Technician / Shop Technician	$ 70.00	$ 110.00	$ 70.00

IV. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

A.	Cost Schedule	20%
B.	Experience	20%
C.	Qualifications	20%
D.	Capability	20%
E.	Past Performance	20%

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

V. TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with Federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time.

F. Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the

proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm(s) selected.

G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

Risk Management and Insurance Requirements

A. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

B. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**	
$0 - $25,000	$300,000	Each Occurrence
	$300,000	General Aggregate*
	$300,000	Aggregate Products & Completed Operations
	$ 25,000	Fire Damage (any one fire)
$25,001 - $250,000	$500,000	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurenca/$2 Million General Aggregate]	

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	**Limits (not less than)**
$0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

C. Requirements for Certificates of Insurance

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

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial

General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

4. The City shall be listed as a named insured on all policies of insurance and certificates thereof.

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020-30

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Revere Control Systems, Inc.
COMPANY NAME

Nan Johnson
AUTHORIZED SIGNATURE

Nan Johnson
NAME (PRINT OR TYPE)

Vice President of Municipal Systems
TITLE

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 - 30

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Revere Control Systems, Inc.
Company Name

Nan Johnson
Authorized Signature

Nan Johnson
Print Name

Vice Preseident of Municipal Systems
Title

ORIGINAL

REVERE
CONTROL SYSTEMS

Submitted To:

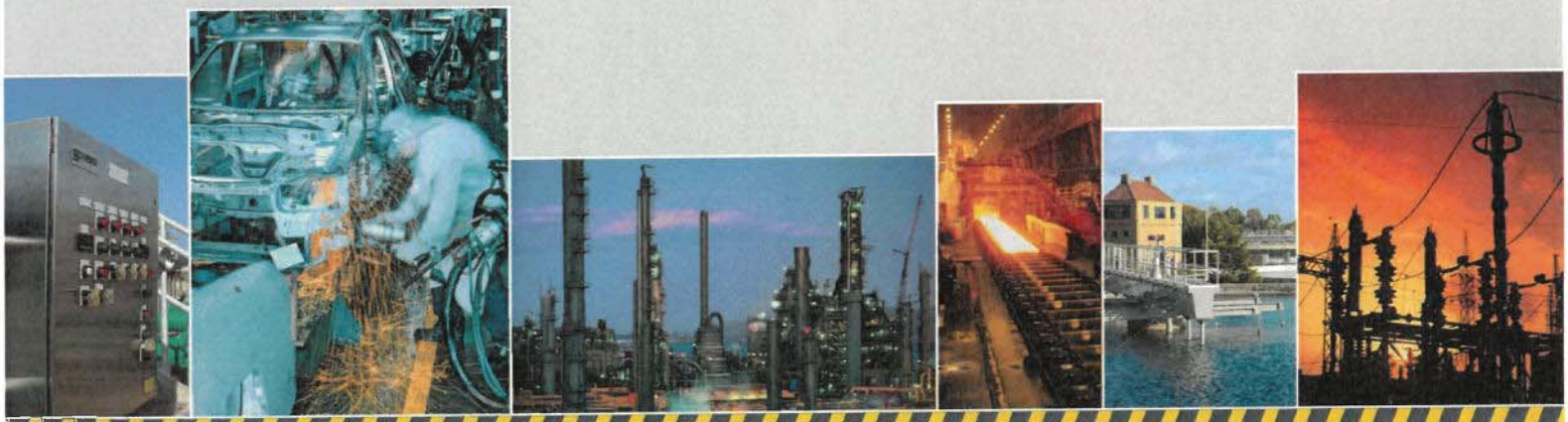
City of Ormond Beach
1st Floor Training Room, City Hall
22 South Beach Street
Ormond Beach, Florida, 32174

RFP 2020-30 Process Control System, Equipment, & Instrumentation Services

Due Date & Time: Wednesday, September 30,2020 2:30 P.M. EDT

Submitted By:

Revere Control Systems Inc.
2240 Rocky Ridge Road
Birmingham, Alabama 35216
Contact: Nan Johnson
Phone: (205) 271-9806
Email: njohnson@reverecontrol.com



ENGINEERED TO SERVE

REVERE

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TAB 1

REVERE

September 29, 2020

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

Reference: Request for Proposal – Process Control System, Equipment & Instrumentation Services

Revere Control Systems, Inc. presents the following Proposal in response to the City of Ormond Beach's Request for Proposal for Process Control System, Equipment and Instrumentation Services. The information included is accurate and represents our experience as it relates to your request.

Revere's long history and depth of experience are two (2) key elements that will benefit the City of Ormond Beach if selected to provide the Process Control System, Equipment & Instrumentation Services. Our Municipal Division includes team members with years of experience and an established reputation in the Water/Wastewater industry. As demonstrated in the enclosed references, Revere provides Engineering services for Process Control Systems through the State of Florida and the Southeastern United States.

Revere Control Systems, Inc. has been in the SCADA business for forty (40) years with installations throughout the Southeastern United States. We are primarily engaged in the business of Instrumentation and Automation Controls with a focus on the Water/Wastewater Industry.

We are confident in our ability to meet your expectations based on the experience and knowledge of our Project Team including the Executive Sponsor, Project Manager, Engineering Group Managers, Project Engineers and Field Service Technicians. Revere has the resources of in-house staff, facilities and finances to successfully provide the services required to support City of Ormond Beach's Process Control System.

As a company, Revere holds the Florida state licenses and authorizations required to perform the outlined scope of work including a General Contractor's License, Electrical Contractor's License. Professional Engineer License and Certified Project Manager Professionals.

We are committed to providing support services for the initial contract duration of three (3) years with two (2) additional one (1) year contract renewals for a total of five (5) years.

Thank you for your consideration of Revere Control Systems, Inc. and we look forward to sharing more information about our experience and capabilities of working with the City or Ormond Beach.

Respectfully Submitted,

Nan Johnson

Nan Johnson, PMP
Vice President of Municipal Systems
Revere Control Systems, Inc.

REVERE

City of Ormond Beach, Florida
Process Control System, Equipment & Instrumentation Services
RFP No. 2020 – 30

Rate Schedule

	Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Travel Time Hourly Rate
1	Project Manager	$180.00	$220.00	$180.00
	Design Engineering, Support Services			
2	Professional Engineer / Engineering Group Leader	$180.00	$220.00	$180.00
3	Senior Project Engineer / Senior Project Specialist	$160.00	$200.00	$160.00
4	Project Engineer III / Project Specialist III	$140.00	$180.00	$140.00
5	Project Engineer II / Project Specialist II	$120.00	$160.00	$120.00
6	Project Engineer I / Project Specialist I	$100.00	$140.00	$100.00
7	CAD Operator	$ 75.00	$ 115.00	N/A
8	Documentation Coordinator	$ 50.00	$ 75.00	N/A
	Field Service			
9	Field Service Group Leader	$125.00	$165.00	$125.00
10	Field Service Technician	$110.00	$150.00	$110.00
	Electrical Construction			
11	Electrical Superintendent / Site Manager	$ 120.00	$ 160.00	$ 120.00
12	Retrofit / Journeyman Electrician	$ 80.00	$ 120.00	$ 80.00
13	Electrical Technician / Shop Technician	$ 70.00	$ 110.00	$ 70.00

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES**

RFP NUMBER: **2020-30**

RFP DUE DATE & TIME: **September 30, 2020 at 2:30 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 17, 2020 at 2:00 p.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

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

PROPOSER'S NAME: Revere Control Systems, Inc.

PROPOSER'S MAILING ADDRESS: 2240 Rocky Ridge Road

CITY-STATE-ZIP: Birmingham, AL 35216

F.E.I.N.: 63-0794615

PHONE NUMBER: (205) 271-9806 EMAIL: njohnson@reverecontrol.com

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

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

X Nan Johnson
AUTHORIZED SIGNATURE (MANUAL)

Nan Johnson
NAME (TYPED)

Vice President of Municipal Systems
TITLE

September 30, 2020
DATED

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020-30

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Revere Control Systems, Inc.
COMPANY NAME

Nan Johnson
AUTHORIZED SIGNATURE

Nan Johnson
NAME (PRINT OR TYPE)

Vice President of Municipal Systems
TITLE

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 - 30

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Revere Control Systems, Inc.
Company Name

Nan Johnson
Authorized Signature

Nan Johnson
Print Name

Vice Preseident of Municipal Systems
Title

TAB 2

Revere Control Systems Inc. Statement of Qualification

Revere Control Systems Inc. corporate headquarters is located in Birmingham, Alabama. The company was established July 12, 1980 and has been in business under the same name from its inception. Revere specializes in control systems engineering with over 40 years of experience in the electrical engineering and automation field.

Principal address

Revere Control Systems Inc.
2240 Rocky Ridge Road
Birmingham, Alabama 35216
Phone: (205) 824-0004
Fax: (205) 824-0439

FEIN: 63-0794615

List of Corporate Officers

*Names and titles of all officers, partners or individuals doing business under trade name:

- **Robert R. Adams**, President
- **T. Rick Braddock**, Vice President of Operations
- **Thomas M. Adams**, Vice President of Safety, Quality and Compliance
- **Nanette D. Johnson**, PMP, Vice President of Municipal Systems/Corporate Secretary
- **Jason W. Leeper, P.E.**, Vice President of Industrial Systems
- **David L. Williams, P.E.**, Vice President of OEM Systems
- **Thomas C. York, P.E.**, Executive Vice President/Chief Operating Officer
- **Marc D. Handley**, Vice President of Strategy Process Continuous Improvement
- **G. Greg Graves**, Vice President of Sales & Marketing
- **Lisa Milano**, Vice President of Human Resources

Statements

*Statement of whether your firm has ever failed to complete work awarded to you:

- **No**. Revere Control Systems, Inc. has completed all work that has been awarded. ***There has never been a failure to complete any work awarded.***

*List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years:

- **No**. Revere Control Systems Inc. ***has not had any*** claims, arbitrations, administrative hearings and lawsuits during the last five years.

*List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants:

- **No**. Revere ***does not have*** any criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

*State whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

- **No**. Revere Control Systems, Inc., nor its principals or officers ***have never been convicted*** of a Public Entity Crime, debarred or suspended from bidding by any government entity.

Revere Control Systems, Inc. Company Profile

Established in 1980 in Birmingham, Alabama, Revere Control Systems employs approximately two hundred (200) people with one goal in mind: to be recognized as the preferred automation, communication, and information integrator in the field of Water and Wastewater.

We are experts in Industrial Automation. Our advice, automation engineering, and construction skills are all in-house and bundled together for one purpose: to perform better and faster for our customers with less coordination issues and less risk than any other method or choice.

Facilities



The Revere Control Systems Birmingham complex contains 64,000 square feet of production and administrative office space.

Main Office:	2240 Rocky Ridge Rd., Birmingham, AL 35216 205.824.0004
North Carolina Office:	2331-L Crown Point Executive Drive, Charlotte, NC 28227 704.851.4816
Florida Office:	3810 Drane Field Rd., Ste. 7, Lakeland, FL, 33811 863.226.0219
Texas Office:	2620 Summerhill Road, Texarkana, TX 75503 903.716.7070

Legal Form of Business and Revenue History

Revere Control Systems, Inc. is a Corporation. Our Revenue for Fiscal Year 2018 (Ending 6/30/2018) was $41.534M, for Fiscal Year 2019 (Ending 6/30/2019) was $43.271, and for Fiscal Year 2020 (Ending 6/30/2020) was $44.029M.

Project Bonding

Revere can provide **performance or supply bonding**. Our bonding capacity is $35M. Our bonding company is Hanover Insurance Company; our agent is Joey Bole with Cobbs, Allen & Hall of Birmingham, Alabama (205) 414-8100.

Insurance

Revere carries the following basic insurance coverage:

Workmen's Compensation	$ 1,000,000
Automobile Liability	$ 1,000,000
General Liability	$ 5,000,000
Excess Liability	$10,000,000
Errors & Omissions	$ 5,000,000

Contractor Licenses

Alabama General Contractor License	No. 21662
Tennessee Contractor License	No. 40950
Florida General Contractor License	No. CG-C060338
Florida Electrical Contractor License	No. EC13008291
Florida Qualified Business License	No. QB0010707
Georgia Electrical Contractor License	No. EN217283
Louisiana Electrical Contractor License	No. 39583
Mississippi Electrical Contractor License	No. 17818-MC
North Carolina Electrical Contractor License	No. 30254-U
Oklahoma Electrical Contractor License	No. 00171417
South Carolina Mechanical Contractor License	No. M112558
Texas Electrical Contractor License	No. 31584

Revere Control Systems is authorized to perform engineering in the following states:

- Alabama Certificate of Authorization Number CA-01318-E
- Arkansas Certificate of Authorization Number 2955
- Florida Certificate of Authorization Number 8769
- Georgia Engineer Firm License Number PEF006354
- Oklahoma Certificate of Authorization Number 7594
- South Carolina Certificate of Authorization Number 3899
- Tennessee Letter of Authorization, File Number 3841
- Texas Certificate of Authorization Number 16762

Engineering Qualifications

Revere has the following qualified staff:

- 50+ Degreed Engineers, including Professional Engineers with registrations in Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Illinois, Louisiana, Massachusetts, Mississippi, Nevada, New Mexico, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas, Utah, Virginia, West Virginia, and Wyoming
- Certified Project Management Professionals

Company Personnel and Talent

The Revere Team continues to grow in number and experience. The following represents the diversity of our team across the business.

- Total Number of Full Time Employees = 194
- Executive/Senior Management = 17
- Human Resources = 3
- Accounting = 4
- Information Technology = 3
- Project Management = 8
- Engineering = 85
- Field Service = 4
- Business Development & Sales Support = 20
- Panel/Manufacturing Production = 40
- Administrative and Office Support = 10

Senior Managers

- Bob Adams, President
- Tom York, PE, Chief Operating Officer
- Tom Adams, Vice President of Safety, Quality and Compliance
- Rick Braddock, Vice President of Operations
- Nan Johnson, PMP, Vice President of Municipal Systems
- Jason Leeper, PE, Vice President of Industrial Systems
- David Williams, PE, Vice President of OEM Systems
- Greg Graves, Vice President of Sales & Marketing
- Marc Handley, Vice President of Strategy Process Continuous Improvement
- Lisa Milano, Vice President of Human Resources
- Rob Shanks, Director of PAC Systems
- Andy Wilson, Director of Construction Services
- Simon Lindley, Director of Information Technology

History of Control Systems

Revere Control Systems, Inc. has worked in the Municipal Water/Wastewater Marketplace since the business was established in 1980. As a result, we have implemented, installed and updated a large number of control systems across the Southeastern United States. We have also provided professional services contracts to various municipalities as well which include the following services; Systems Integration, Instrumentation and Contractor Services for Water and Wastewater, energy supply, Energy Delivery on an as-needed basis. Upon request, we will provide a list of our completed projects in the Municipal (Public) Marketplace over the past five
(5) years.

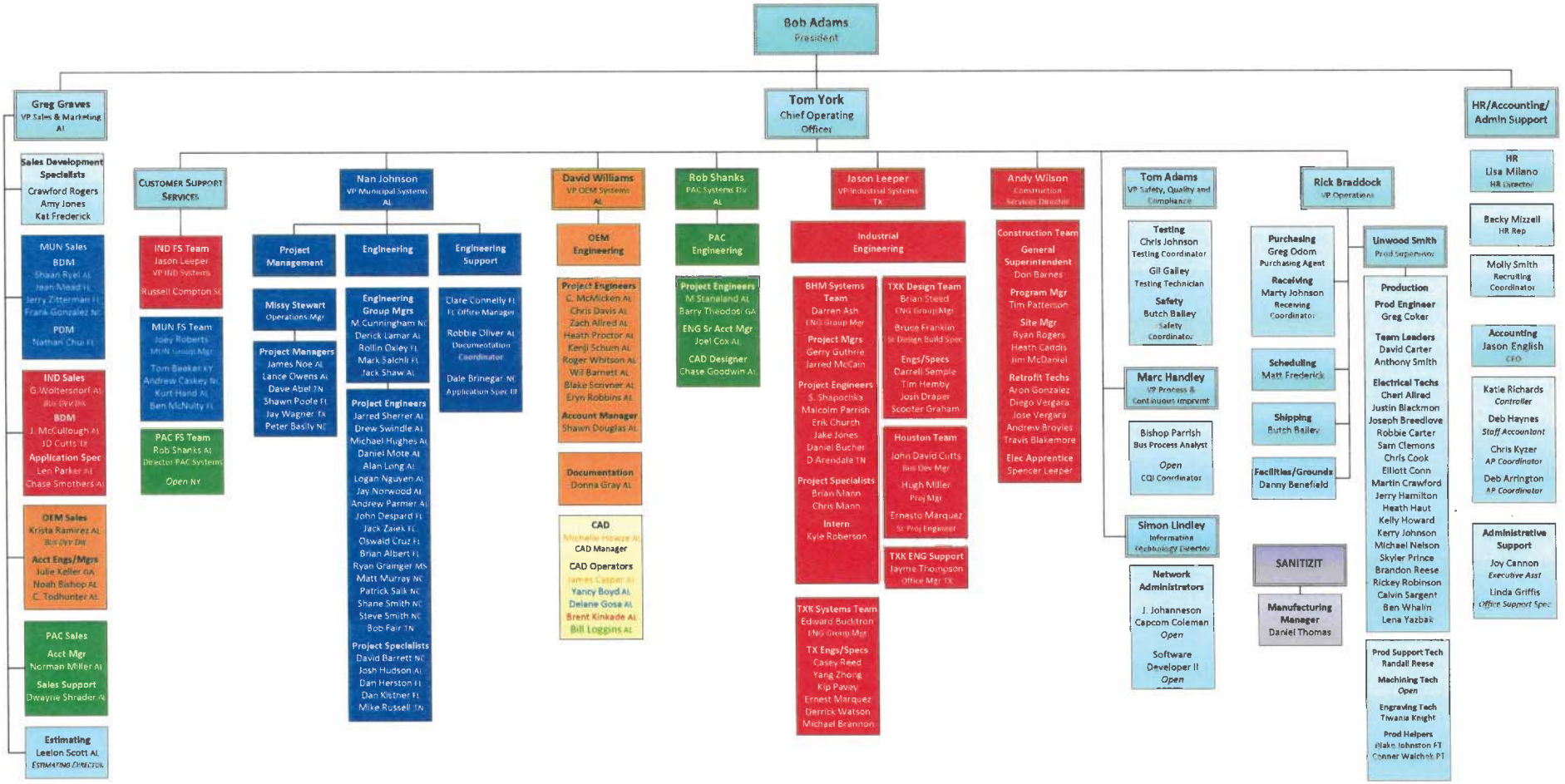
Local Office for Project Implementation

Our Office and Project Team members located in Lakeland, Florida will support the project for the City of Ormond Beach Process Control System, Equipment, and Instrumentation Services. Disciplines including Project Management, Engineering and Field Service are provided from this location. Additional support may be provided from personnel located in our Main Office in Birmingham, Alabama including Executive Sponsorship. The attached organizational charts detail our corporate structure and additionally, the project team and their responsibilities.

The Revere Difference

Revere strives to provide the services required to implement, maintain and service the full scope of a Plant Control System including the Field Investigation, Engineering Design, Programming, Panel Production, Factory Testing, Installation, Startup and Commissioning. Our company structure includes the knowledge and resources to perform the installation of control panels and conduit/wire. The Electrical Installation services for the Plant Control System can be provided by Revere's Construction Services Team or with the one of subcontract partners.

Revere Control Systems, Inc.
Organization Chart
August 2020



Engineering Co-op Students

As a result of the COVID-19 pandemic, the Engineering Co-op Program has been put on hold for at least 3 semesters.

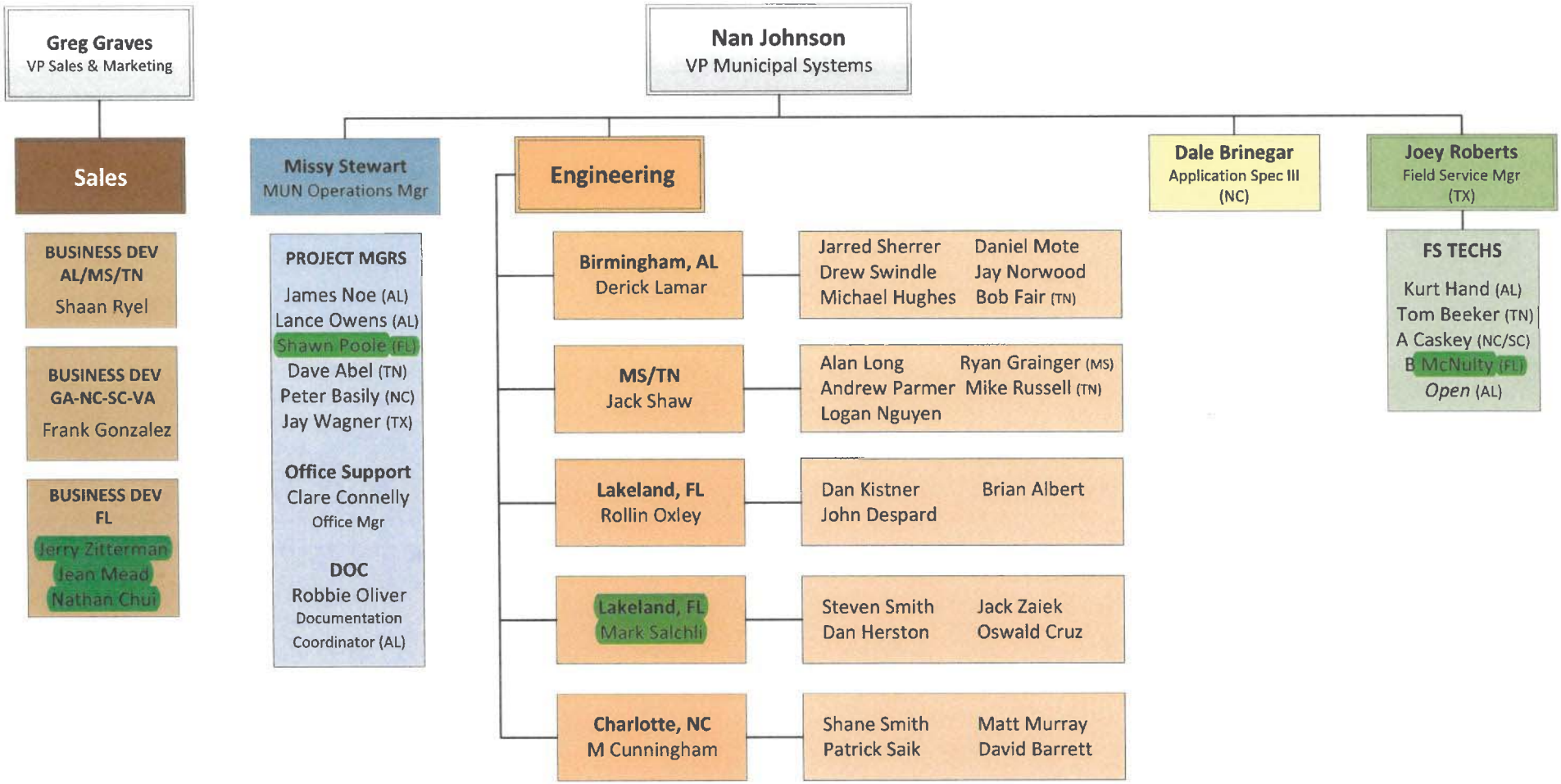
Hired as Engineers/Interns

Alan Long • Michael Stanaland • Patrick Saik
Will Barnett • Daniel Mote • Julia Justus

184 Employees: 179 FT/ 5 PT

Municipal Systems Organization Chart

August 2020



ENGINEERING CO-OPS/INTERNS HIRED

- Alan Long (MUN)
- Patrick Saik (IND)
- Wil Barnett (OEM)
- Daniel Mote (MUN)
- Michael Stanaland (OEM)

ENGINEERING CO-OP PROGRAM

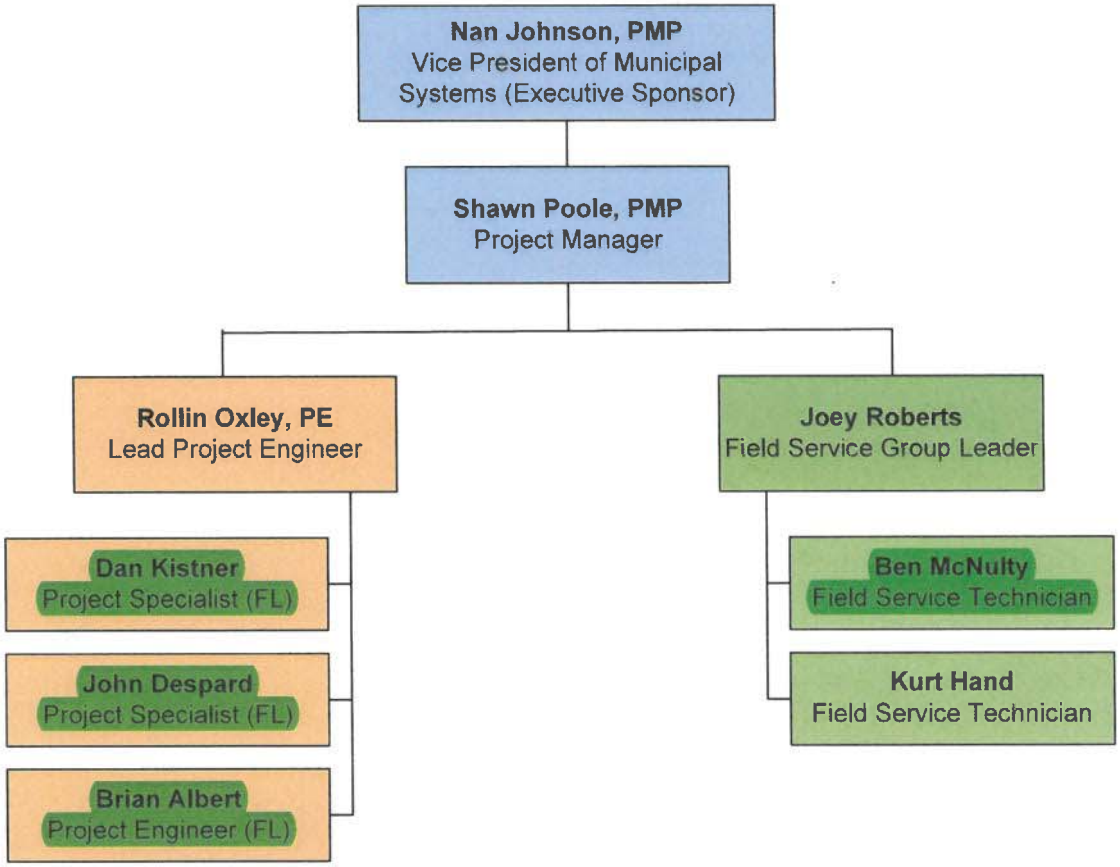
As a result of the COVID-19 pandemic, the Engineering Co-op Program has been placed on hold for at least 3 semesters.

ENG/FS INTERNS

- Kyle Roberson (IND/BHM)
- Scotty McCary (MUN/BHM)

Ormond Beach, Florida
Process Control System Professional Services

Revere Control Systems, Inc. – Project Team Organization Chart



Vice President — Administration



Nan Johnson, PMP
Vice President of Municipal Systems
Birmingham Office

Industry
- Water & Wastewater
- Industrial

Experience
- Joined Revere Control Systems in 2007
- Responsibilities include: planning, organizing and directing the activities of Municipal Systems so that company objectives are efficiently achieved, company policies and procedures are adhered to, and high customer and employee satisfaction rates are maintained
- Previous experience: 18 years' experience in water/wastewater systems engineering and project management
- HMI/SCADA: FIX 32, iFIX, Cimplicity, RSView32, Wonderware
- Communications: LAN/WAN, Radio (MAS), Ethernet, Modbus, Serial
- PLC: GE 90-30, 90-70, VersaMax, Rx3i, Allen-Bradley SLC, ControlLogix, MicroLogix
- Instrumentation: Flow, Level, Analytical
- Database: SQL Server
- Other: Networks, Field Startup
- Programming Languages: VisualBasic

Specialty Areas
- HMI Configuration
- Communications/Networks
- Field Startup
- Project Management

Training/Certification/Memberships
- Six Sigma Greenbelt Certification
- Professional Employee Management Development Course (PEMDC)
- Firm Price Job Management (FPJM)
- Contract Awareness and Risk Exposure (CARE)
- Project Management Professional (PMP) Certification Number 1203917

Education
- BS Computer Science, University of South Carolina, Columbia, South Carolina
- Associate of Arts, Anderson College, Anderson, South Carolina

Project Management



Shawn Poole, PMP
Project Manager
Lakeland Office

Industry
- Water & Wastewater
- Industrial

Experience
- Joined Revere Control System in 2019
- Responsibilities Include: Oversight of all aspects of projects by planning, executing, monitoring, controlling and closing projects to quality standards within customer expectations and company objectives.
- Experience: Team management, management of capital and expense projects, definition of scope, monitoring of actual costs versus budgets, project execution, monitoring and control, startup and commissioning
- W/WW Industry Experience: Operation and project development for Wastewater Treatment Plant
- Project Management Tools: Microsoft Project, PowerPoint, Excel (VBA, Macros)

Specialty Areas
- Project Management
- Customer Interface and Liaison
- Root Cause Analysis, Failure Modes and Effects Analysis

Training/Certification/Memberships
- Project Management Professional (PMP) Certification Number 2116165

Education
- B.S. in Engineering, Grand Valley State University, Allendale Michigan

Engineering Management



Rollin Oxley, PE
Engineering Group Manager
Lakeland Office

Industry
- Water & Wastewater

Experience
- Joined Revere Control Systems in 2012
- Responsibilities include: control systems design, programming, testing, implementation, and service
- Previous experience: SCADA, and automation systems engineering
- HMI/SCADA: Trihedral VTScada, Aveva Wonderware System Platform, Aveva Citect, GE Proficy iFix, Iconics
- Communications: Radio, Ethernet, Fiber, and WiBB
- PLC: Motorola, Allen Bradley ControlLogix and CompactLogix with RSLogix 5000, Siemens S7, Modicon M340 and M580 with Unity Pro
- Protocols: Ethernet, MDLC, DNP3, Serial

Specialty Areas
- Programming
- Control Panel Design
- Radio Communication Systems

Training/Certification/Memberships
- Licensed Professional Engineer in Electrical Engineering - Florida #74167

Education
- BSEE, University of South Florida, Tampa, Florida

Engineering



Dan Kistner
Project Specialist II
Lakeland Office

Industry
- Water & Wastewater

Experience
- Joined Revere Control Systems in 2014
- Responsibilities include: control systems design, programming, testing, implementation, and service
- Previous experience: 7+ years PLC and HMI programming in municipal and industrial environments
- HMI/SCADA: Wonderware System Platform, Trihedral VTScada, Rockwell Factory Talk View, Maple, GE Proficy iFix
- Communications: Ethernet, Modbus, Analog/Digital Radio
- PLC: Motorola, Allen-Bradly, Modicon, Automation Direct
- Instrumentation: Flow, Level, Pressure, Temperature
- Drives: Schneider
- Other: Field Startups, New Concept Development

Specialty Areas
- PLC Programming
- HMI Development
- Troubleshooting

Training/Certification/Memberships
- Wonderware System Platform Certified Developer
- Trihedral VTScada Advanced Programming and Scripting

Education
- Electrical Engineering Curriculum, University of Central Florida, Orlando
- Digital Media Curriculum, Polk State College, Winter Haven, FL

Engineering



John Despard
Project Specialist II

Industry
- Water & Wastewater
- Industrial - Cement

Experience
- Joined Revere Control Systems in 2018
- Responsibilities include: control systems design, programming, testing, implementation and service
- Previous experience: 7 years of experience with Instrumentation and Controls in Water/Wastewater and Cement Manufacturing
- HMI/SCADA: RSView/FactoryTalk ME/SE, Wonderware InTouch
- Communications: Ethernte, ControlNet, DeviceNet, Profibus, Modbus
- PLC: Allen Bradley SLC 500, PLC 5, ControlLogix, CompactLogix; Siemnes S7
- Drives: Allen Bradley PowerFlex, Mitsubishi, Vacon, Weg, Telemechanique, Square D, Eaton, SEW
- Other: Field Startup

Specialty Areas
- Field Instrumentation
- PLC Programming
- Field Startup and Troubleshooting

Training/Certification/Memberships
- Trinova Flow Tech I

Education
- AS Computer Integrated Manufacturing and Robotics; Gulf Coast State College, Panama City, Florida

Engineering



Brian Albert
Project Engineer I

Industry
- Water & Wastewater
- Municipal

Experience
- Joined Revere Control Systems in 2018
- Responsibilities include: Control system design, programming, testing, implementation, startup and service to meet customer supplied specifications
- HMI/SCADA: Trihedral VTScada, Rockwell Software FactoryTalk
- Communication Protocols: TCP/IP, Ethernet IP
- PLC: Allen Bradley CompactLogix/ControlLogix, Motorola ACE3600
- Instrumentation: Pressure, Level, Flow

Specialty Areas
- Control Panel Design
- Testing, Startup and Commissioning

Training
- Revere Control Systems Intern Program

Education
- BSEE, University of South Florida, Tampa, Florida

Customer Support Services



Joey Roberts
Field Service Group Leader

Industry
- Water & Wastewater
- Industrial Construction
- Pulp & Paper
- Food and Beverage
- Power Generation
- Oil and Gas
- Chemical
- Nuclear Power Generation
- Catalyst Manufacturing

Experience
- Joined Revere Control Systems in 2014
- Responsibilities include: Engineering support, instrument calibrations, control panel modifications, testing, startup and commissioning
- Communication Protocols: TCP/IP, Ethernet IP, DeviceNet, HART, Fieldbus
- PLC: Allen Bradley CompactLogix/ControlLogix
- Instrumentation: ABB, Foxboro, Honeywell, Yokogawa, Rosemount, Endress+Hauser, Mettler Toledo, Ohmart-Vega, Magnetrol, Siemens, Hach

Specialty Areas
- Calibration
- Troubleshooting
- Instrument Specification
- Testing, Startup and Commissioning

Training/Certifications/Memberships
- ISA CCST Level I

Customer Support Services



Ben McNulty
Field Service Technician

Industry
- Water & Wastewater
- Industrial

Experience
- Joined Revere Control Systems in 2020
- Responsibilities include: installation, startup and service of control systems; training customers in the operation, maintenance, and troubleshooting of control systems
- Communication Protocols: TCP/IP, Ethernet IP, ControlNet, DeviceNet
- HMI: Rockwell Automation Panelviews
- PLC: Allen Bradley CompactLogix/ControlLogix, SLC 500, PLC-5
- Instrumentation: Pressure, Level, Flow, Analytical; Rosemount, Siemens, Endress+Hauser, Hach,

Specialty Areas
- Calibration
- Electrical Troubleshooting
- Instrument Specification
- Testing, Startup and Commissioning

Training/Certifications/Memberships
- OSHA 10-Hour Certification

Education
- Polk State College of Advanced Manufacturing: Technical Engineering

Electrical Installation/Retrofit



Kurt Hand
Electrical Installation/Retrofit Technician II
Birmingham Office

Industry
- Water & Wastewater
- Industrial

Experience
- Joined Revere Control Systems in 2013
- Responsibilities include: performance of skilled electrical work in the design, layout, assembly, installation, testing and maintenance of electrical control panels and wiring used in electrical systems; to install and/or retrofit panels, switches, conduits, circuit breakers, wires, lights, and other electrical parts

Specialty Areas
- Electrical systems installation
- Electrical systems retrofit

Training/Certification/Memberships
- 8-Hour standard tower climbing safety & rescue training
- CPR certified

Revere Control Systems, Inc. Methodology & Project Approach

Our project approach includes various areas including implementation procedures, participation by the Customer Representatives and expectations of our Project Team members. Elements of the project design requirements are part of our project approach including design/hardware, software/platform, installation, maintenance, training and future upgrades and expandability.

Collaboration

A key element for the successful implementation of any project is the Owner's involvement. As outlined in various aspects of our project approach, participation by the project participants including representatives from the Owner is extremely important.

Our approach to implementing this services contract is in the form of a partnership with the Owner rather than a Contractor. A project will not be completed successfully by only a single party. We understand the Owner holds the knowledge and experience of the station operations and existing conditions. This information is invaluable and cannot be provided by any party other than the Owner. Therefore, we have based our project approach not only on the qualifications and experience of our team members, but also the knowledge and experience of the Owner.

During the Design Phase, the Revere Project Team will spend time with the Owner Representatives to coordinate information, review designs, make decisions and facilitate communications.

Beginning on the day we receive Notice of Award, our project team will move forward to further develop and expand our Project Approach. With the primary goal of providing a well designed and implemented SCADA Control System, collaboration with Owner personnel will be an emphasis throughout the life of the project.

We have established tools in place that will allow us to share documents and information between the project team members including meeting minutes, design documents/drawings, schedules and project plans. Regular coordination meetings with our project team will be held to review progress as well as to set priorities, adjust schedules and assign resources in order to meet the project objectives. Assigning responsibilities and resources in accordance with our project plan will be a regular task as well as monitoring and providing updates to ensure schedule constraints are met.

Meetings

Project Kick-Off Meeting – We will begin the project with a Project Kickoff Meeting that includes Owner and Revere personnel. Our Project Manager, Engineering Manager, Project Engineers and Executive Sponsor will attend the meeting with the primary goal to confirm our understanding of the Owner's goals. A "Shared" file system will be established to provide the Owner access to design documentation.

Monthly Progress Meetings – A progress report will be prepared and submitted with invoices on a monthly basis. An updated schedule will be included in the progress report. Monthly progress meeting will be held to review updates regarding work performed during the previous thirty (30) days and distribute plans for work scheduled to complete during the next thirty (30) days. These meetings will be held at a location designated by the Owner. The progress meetings will be facilitated by Revere's Project Manager.

Design / Review Workshops – Design/review workshops will be held approximately ten (10) to fifteen (15) days following the Notice to Proceed and the submission of design documents or submittal packages. The objectives of the design/review workshops are to review and provide detailed explanations for the document content, identify value engineering options and receive comments and direction from Owner personnel.

Scheduling

Our Project Manager will develop and maintain a Project Schedule with input from the project team members including the Engineering Manager, Project Engineers, Site Superintendent and supporting departments such as CAD and Panel Production. A key participant with regards to developing and maintaining the project schedule is the Owner's personnel. We are dependent upon the knowledge and experiences of the Owner's personnel to organize and implement our work activities especially with regards to the onsite installation, testing and commissioning tasks.

We depend on the Owner's personnel to provide specific requirements as to when various activities can be implemented at the facilities to minimize the disruption of operations and maintenance activities.

Updates to the project schedule will be provided as part of the monthly progress report and reviewed during the monthly progress meetings. However, coordination of onsite activities will take place with the Owner as often as daily depending on the task and the need for interaction with station operations and maintenance.

The Design Phase of the project will consist of the following:

- Development of the Project Plan including a schedule for the Design.
- Field Investigation of Owner Facilities to evaluate existing equipment and locate documentation
- Workshops with Owner Personnel to define and review the required functionality of the SCADA Control System
- Preparation of the Design Documentation including Drawings and Specifications. Packages will be provided and reviewed for the 30, 60, 90 and 100 percent design stages.
- Perform value-engineering activities with coordination of the Owner's staff.
- Preparation of a detailed project cost model, project schedule, and provide detailed cost estimates as the design and design alternatives are advanced. At a minimum, comprehensive estimates will be provided at the 30%, 60% and 100% design milestones.

- Submit and negotiate a Guaranteed Maximum Price to complete the Build Phase of the Project.
- Identification of Project permitting requirements and initiate certain permitting activities.
- Secure all required insurance and bonding for project.

The Build Phase of the project will consist of the following:

- Secure necessary permits, insurance, and bonding for project
- Detailed submittals for Control Panels and Control Equipment
- Submittals for HMI Graphics and Functional Control Strategies
- Procurement of Equipment
- Production of Control Panels
- PLC, HMI and OIT Programming
- Unwitnessed and Witnessed Factory Testing
- Installation and Field Testing
- Commissioning and performance testing
- Training of the Owner's Operations, Maintenance and Administrative Personnel
- Maintenance and Support Services following Substantial and Final Completion

Cost Evaluations

The methods that we have found to be successful in controlling costs include a project management plan that utilizes an initial schedule and budget that is updated on a monthly basis or more often if called for. A cost plan is prepared to include all construction costs, all other items of project cost including professional fees and contingency. The purpose of the cost plan is to allocate the budget to the main elements of the project to provide a basis for cost control. The terms budget and cost plan are often regarded as synonymous. However, the difference is that the budget is the limit of expenditures defined for the project as set by the Owner, whereas the cost plan is the definition of what the money will be spent on and when. The cost plan should cover all stages of the project and will be the essential reference against which the project costs are managed.

The method used to determine the budget will vary at different stages of the project, although the degree of certainty should increase as project elements become better defined. The construction budget should be based on the Owner's budget. The aim of cost control is to produce the best possible product within the Owner's budget.

Effective cost control is achieved when the whole project team adopts the correct attitude towards cost. Effective cost control will require the following actions to be taken:

- Establishing that all decisions taken during design and construction are based on a forecast of the cost implications of the alternatives being considered, and that no decisions are taken whose cost implications would cause the total budget to be exceeded.

- Encouraging the project team to design within the cost plan at all stages and follow the variation/change and design development control procedures for the project. It is generally acknowledged that 80% of the cost budget is determined by design and 20% by construction. It is important that the project team is aware that no member of the team has the authority to increase costs on its section or element of the work. Increased costs on one item must always be balanced by savings on another.

- Regularly updating and reissuing the cost plan and variation orders causing any alterations to the brief.

- Developing the cost plan in liaison with the project team as design and construction progress. At all times it should comprise the best possible estimate of the final cost of the project. Adherence to design freezes will aid cost control. Developing the cost pan also involves adding detail as more information about the work is assembled, replacing cost forecasts with more accurate forecasts or actual costs whenever better information can be obtained.

- Reviewing contingency and risk allowances at intervals and reporting the assessments is an essential part of risk management procedures. Developing the cost plan should not involve increasing the total cost.

- Checking that the agreed change management process is strictly followed at all stages of the project. The procedure should only be carried out retrospectively, and then only during the construction phase of the project, when it can be demonstrated that otherwise significant delay, cost or danger would have been incurred by awaiting responses.

- Arranging for the contractor to be given the correct information at the correct time in order to minimize claims. Any anticipated or expected claims should be reported to the Owner and included in the regular cost reports.

- Contingency provisions are based on a thorough evaluation of the risks and are available to pay for events which are unforeseen and unforeseeable. It should not be used to cover; changes in the specification, changes in the Owner's requirements or variations resulting from errors or omissions. Should the consultants consider that there is no alternative but to exceed the budget, a written request must be submitted to the Owner and the correct authorization received.

- Submitting regular, up-to-date and accurate cost reports to keep the Owner well informed of the current budgetary and cost situation.

- Ensuring that the project costs are always reported back against the original approved budget. Any subsequent variations to the budget must be clearly indicated in the cost reports.

Risk Identification and Mitigation

Design-build is a project delivery method that provides the Owner with a single point of contact for both design and construction. A basic awareness exists of the unique financial and liability risks associated with design-build is essential to avoiding some of the unpleasant surprises that can await. These risks include:

Financial Risks: Professionals can face increased financial risks with design-build projects. Revere serving as the prime in a design-build project means taking on a much larger portion of the liabilities associated with the project. Revere will assume full responsibility for managing, directing and coordinating the design and construction, including responsibility for the adequacy of the plans and for the construction means, methods, techniques, sequences and procedures, as well as for jobsite safety.

Financial risks can occur when serving as prime on a design-build project. With design-build projects, the full contract price will be established at the beginning stages of the project. This presents a greater potential for unanticipated design and construction costs arising after the fixed contract price has been established.

Liability Risks: Because of the increased potential liabilities, the design-build contracts between Revere and the Owner require that attention should be paid to each party's work scope, indemnification clauses, limitation of liability provisions, construction observation requirements and dispute resolution methods.

The Design-Build Institute of America has done substantial work in drafting appropriate design-build contract documents. The AIA, EJCDC and FIDIC have also published sets of standard form agreements for professionals providing design-build services. The AGC has established documents for its members as well. These standard documents are good starting points, but they will likely need to be tailored to fit your situation.

To maximize the benefits of design-build, it is essential that each party's responsibilities and obligations be clearly defined under the contract. This not only will avoid misunderstandings as to who is responsible for what, it can also prevent duplication of effort. Likewise, a 'teaming agreement' is helpful to make sure that all parties to the project work together to maximize project successes and minimize potential disputes.

Under the design-build process, there is a contractual relationship with the contractor, subcontractors and suppliers. These relationships are conducive to including indemnification clauses as a condition of service.

Risk identification and mitigation is a process that begins during the proposal stage of an opportunity. Each risk is then categorized as being a business risk, a generic risk or a project-specific risk.

Business risks are those that affect the on-going operation of the company, our customer, or both. Examples are often addressed contractually, such as Terms and Conditions of Sale.

Generic risks affect all projects and are typically wide-ranging. An example is that the requirements have not been adequately defined.

Project specific risks often involve issues with the technology being used or deployed or the availability of contractors and support personnel in a timely manner.

Each risk is identified in two parts; the first being the situation that occurs as the result of the risk occurring, and the second being the impact to the project.

Traditionally, the identified risks are assigned with a response plan as outlined below:

1. Avoid the risk by taking action(s) to remove it.
2. Transfer the risk by accessing additional resources better qualified to handle the risk.
3. Mitigate the risk by taking action(s) to lessen the impact.
4. Accept the risk as being low enough not to warrant other action(s).

Each identified risk will be evaluated and assigned a response plan along with the actions required for mitigation or elimination. This process begins during the proposal phase and continues through the life of the project until it is completed.

Our Project Plan will include the risk assessment information that includes the identified risks, response plan and actions and project team participants assigned to or contributing to the plan for mitigation. This information will be shared and updated on a monthly basis during the progress review reports and meetings.

Design Management

Upon execution of the contract, we propose the following approach to completing the project. Please note that the final approach will be determined through negotiations with Owner personnel.

Site Analysis – A Site Analysis will be performed during the Design Phase for development, scheduling and cost estimating. Our Team will schedule initial visits evaluations at each Owner facility with Owner Personnel or Representatives.

Records - Our Team will review all available data including but not limited record drawings, maintenance records and operational data.

Design Documentation Report (DDR) – We will proceed with the preparation of the Design Documentation Report (DDR) resulting from the Site and Records analysis.

Design (30% & 60%) – Our project specific tasks for 30% and 60% design are as follows:

- Development of the engineering design
- Workshops with Owner Personnel or Representatives and other project participants

- Review Value Engineering options raised during the workshops following the 30% and 60% submittals
- The engineers will work closely with the Contractor to review equipment costs, availability and constructability of the improvements
- Prepare updated cost estimates and schedules at every step of the design effort
- A senior level engineer will perform a QA/QC review of each submittal

Design (100%) – Our project specific tasks for100% design are as follows:

- Finalization of the engineering design
- Workshops with Owner Personnel or Representatives and other project participants
- Review Value Engineering options raised during the workshops following the 30% and 60% submittals
- The engineers will work closely with the Contractor to review equipment costs, availability and constructability of the improvements.
- Prepare updated cost estimates and schedules at every step of the design effort.

Permitting – The General Contractor will proceed with obtaining all necessary permits required to initiate construction.

Critical Items – Our team will identify specific items that are critical to the successful completion of the project. The Engineers will work closely with the Contractor and expedite the review of all necessary shop drawings and RFIs in order to allow the Contractor to procure said items. This may involve procurement prior to the final design.

Construction – Our Engineers will perform a review of all shop drawings as prepared by the Contractor for compliance with the design documents. Our Team will perform construction observations to ensure conformance with the Owner's requirements. Our services will include testing and commissioning.

Project Closeout –We will meet with the Owner to review the operation of the facilities during the warranty period to verify that the desired operation of the equipment is provided.

Quality Standards

Our Team has found that communications among team members is a vital element in achieving a quality project, a project that is properly planned, designed and constructed. Insufficient coordination and communication will heavily contribute to project failures and problems, as well as the dissatisfaction of team members.

Throughout our history, we have demonstrated our ability to meet Owner schedules and budgets. As professionals serving many clients, the ability to complete quality work in a timely fashion and within budgets has long been an ingredient in building a strong reputation in the industry.

The methods that we have found to be successful regarding communications include a project management plan that utilizes an initial schedule and budget that is updated on a monthly basis or as needed during critical project phases or activities. In addition, monthly meetings are held with all project team members to discuss the status of the project and any concerns. The meetings will address issues, problems or complex matters, gather ideas interactively, and initiate important actions or decisions. Minutes of the meetings will then be prepared to document the discussions, recommendations and decisions and will be distributed to the team members, as well as to the Owner. Furthermore, we believe that it is useful to have representatives from the Owner present at these meetings.

The first step of the project will be to meet with the Owner personnel to discuss and prioritize the objectives of the project. The project scope will be controlled by a continuous and an exhaustive communications process that will ensure that Owner personnel are fully informed as to the project status and any potential concerns. This will be accompanied by monthly written status reports, written communication and progress meetings. Maintaining this type of close communication will provide complete project scope control with not only the Owner, but also the project team.

Our internal process includes a procedure which calls for the implementation of a QA/QC plan on every project. Each element of the QA/QC process has its value and must be implemented by the Project Manager (PM) as part of the QA/QC program. These elements include effective program organization as well as the use of design reviews, continuous improvement tools, and vendor/supplier pre-qualifications.

QA/QC reviews of the design documents, following standard protocols, are conducted throughout the design process in order to maintain the standards established by the QA/QC program. These reviews are as follows:

Design Reviews: Design Reviews are conducted throughout the detailed design process, but particularly at the conclusion of Design Document Report (DDR) and at 30%, 60% and 100% design levels.

Continuous Improvement Tools: One of the most annoying problems of design is repeating past mistakes. The Project Manager provides feedback to the design group regarding generic mistakes throughout the design and construction process.

QA/QC Checklists: Each item on the checklist must be signed off by the Project Engineer and is reviewed by the Project Manager prior to final stamping of drawings and specifications. This assures that each project team knows and understands the importance placed on the checklist and the goal of not repeating past mistakes.

Quality Assurance

Refers to the formal high-level review of the project plans and quantities by an experienced engineering manager at strategic points in the plan development process, to certify that the plans

and quantities meet established quality standards and provide for appropriate flexibility and cost savings before advancing to the next stage. Essentially, quality assurance is the process of enforcing quality control standards at strategic points in project development. Quality Assurance is the responsibility of the Project Manager.

A series of QA Reviews are to be conducted by the Project Manager and Project Engineer during project design effort with the support of appropriate members of the Project Team. A QA Review is required at every milestones/strategic point in the plan development process.

Plans undergoing a QA Review should be stamped, signed, and dated by the Project Manager and Project Engineer.

Project Management Approach

Revere has established a Project Management Office structure based on the Project Management Institute (PMI) standards and procedures. While many of the PMI standards work well in the Systems Integration industry, there are several tasks or activities that are not as well suited for this type of work. As a result, we have adapted our procedures, forms and tools for us to be more effective in our management activities.

Revere currently has seven (8) Certified Project Managers (PMP). Our Project Management staff follows the procedures that Revere has put into place over the last twelve (12) years. We continue to evaluate our procedures, forms and tools and make improvements through changes, additions and deletions in order to meet the needs of our customers or our business model.

Our Project Managers serve as the main point of contact to the customer throughout the life of the project. The Project Manager is involved during the estimating and proposal phase of the project all the way through contract completion and closeout. This allows us to have continuity while establishing a high knowledge level of the project requirements early in the process. We have also found that by having the Project Manager involved during the Initiation Phase (estimating and proposal), we can better plan our activities and manage the expectations of the project not only for the customer but for our corporate management.

It is the Project Manager's responsibility to develop and maintain the Project Schedule with input from various parties including our Engineering Staff, Field and Installation Support Staff, Subcontractors, the Consulting Engineering and most importantly, the Owner. The Owner provides specific requirements as to when various activities can be implemented at the plant site in order to minimize the disruption of plant operations and maintenance activities. Updates to the project schedule are provided to the Owner/Engineer on a monthly basis during the project review meeting. However, coordination of onsite activities takes place with the Owner as often as daily depending on the task and the need for interaction with plant operations and maintenance.

The Project Manager is responsible for the financial aspect of the project including cost management and financial reporting to corporate management on a monthly basis. Project

budgets, actual costs incurred to date are evaluated each month and the Project Manager forecasts the remaining costs required to complete the project. The Project Manager reviews the project financials with division and corporate management on a monthly basis.

During the design stage of the project, the Project Manager requests information from the Owner/Engineer as needed and coordinates submittal preparation and delivery with the appropriate representative. Tracking submittals is performed at least on a bi-weekly basis if not more often depending on the project requirements and schedule constraints.

The Project Manager provides direction and clarification to the project team during the life of the project activities to progress per the schedule requirements. If information is needed from the Owner/Engineer, the Project Manager develops and issues a formal request for information to the Engineer/Owner, especially when coordinating between multiple parties or resolving technical issues.

Subcontractors report directly to the Project Manager who provides direction for installation along with site coordination with the Owner. There are instances when subcontractor representatives perform the site coordination with the Owner depending on the type of work required. For projects of this type, the Project Manager is involved in the high-level activities at every phase of the project. This includes such areas as design/submittals, configuration/programming, factory testing, site installation and startup/commissioning.

Responsibilities of the Owner's Representatives

The following chart reflects the general responsibilities of Revere and the Owner's Representative(s).

Phase	Revere Responsibilities	Owner Responsibilities
Project Plan	• Develop Project Plan • Prepare/Submit Project Schedule • Prepare/Submit Schedule of Values	• Review and provide comments to the Project Plan to allow for a smooth implementation
Design/Submittal/ Programming	• Coordination of Engineering Activities • Resource Planning	• Provide input or responses to technical requests/issues • Review and Provide Comments to Submittal Packages within the defined timeframe
Factory Testing	• Conduct a Mock Witnessed Factory Test to Verify Readiness for Owner Demonstration	• Verify Functionality of the Plant Control System via the Witnessed Factory Test
Installation	• Coordination of Revere Project Team Members including Subcontractors • Quickly Develop Resolutions for Issues as they are identified	• Maintain Plant Operations during Equipment Installation • Provide Direction for Existing Site Conditions • Identify the Needs of Plant Operations in order to Maintain Plant Productivity
Startup/ Commissioning	• Ensure System Testing is thoroughly performed and demonstrated for Owner Acceptance • Verify Work Scope is Completely Implemented	• Participate in System Testing and Validation of Startup Activities • Authorize Process Equipment Startup based on Plant Operating Conditions

Scope Management and Configuration/Change Management

One of the responsibilities for the Project Manager is to manage the work scope and prevent deviation from the defined contract requirements and Owner's expectations. It is understood that the Owner may request changes to the contracted work scope or that changes may be required as a result of plant conditions or unforeseen issues. The Project Manager will prepare and submit detailed proposals including an increase or decrease of the contract price in response to changes requested by the Owner as well as conditions or conflicts that require a scope change. Revere will not implement any changes to the contracted work scope without receiving authorization

from the Owner in the form of a written change order agreement. This process allows the Owner/Engineer to review the costs associated with the requested changes prior to any work being performed.

Revere's Project Manager will also maintain a change order log that will be provided as part of the project update issued on a monthly basis. This log will assist all parties with tracking of the contract amount and any additions or deletions made during the life of the project.

Chain of Command and Hierarchy for Resolution of Conflicts/Issues

Our Project Manager and project team are assigned the task to identify issues and develop resolutions in a timely manner so that the project schedule is maintained. This assignment carries a higher priority during field installation and startup activities since there is a direct impact on the plant operating conditions. The Project Manager will coordinate with the Owner's Representatives to determine the best resolution for each conflict/issue. This enables our project team to continue the work to maintain the project schedule as well as focus on the technical work activities. For most conflicts/issues, selecting a resolution is based on the Owner's preference and may be decided by members of the Plant's Operations and Maintenance Staff.

If a conflict/issue requires authorization from a position higher than the Project Manager, then Revere's Vice-President of Municipal Systems will work with the Project Manager and the Owner to resolve the issue as quickly as possible. The Owner or Owner's Representative may contact a member of Revere's Corporate Management Team including the Vice-President of Municipal System and Chief Operating Officer directly or via the Project Manager. Contact information for these individuals will be included in our project plan and distributed during the first few days of the project.

Design/Hardware and Software/Platform

As part of the Design Phase, our Project Team will take the following steps to identify and select the control hardware and software platforms to be included in the SCADA Control System Design-Build Project.

- Evaluate existing PLC control panel hardware components
- Record and evaluate existing software packages or licenses for compatibility and expansion options
- Evaluate existing computer hardware and configurations
- Record and evaluate the existing network infrastructure including cabling, devices and topologies
- Obtain information from Owner Representatives regarding functionality requirements and preferences for hardware manufacturers and software providers
- Identify any limitations for the Design-Build project as well as future expansions or upgrades

- Understand the capabilities of the Owner's personnel for operations, maintenance and support for the SCADA Control System
- Compare the required functionalities with the experience and knowledge of our Engineering Project Team to generate efficiencies during the Construction Phase of the project
- Verify availability of hardware components from local distributors or vendors to ensure supply of equipment for spare parts and maintenance support
- Identify requirements for software license updates and upgrades

Our Engineering personnel prefer to use hardware from PLC manufacturers that provide acceptable support and service in the event technical issues arise. We make every effort to use equipment with a high level of compatibility and provides the functionality required for the system design. The following PLC manufacturers and hardware platforms will be considered and recommended to the Owner for consideration.

- Allen Bradley ControlLogix or CompactLogix
- Schneider Electric Modicon M340 or M580
- Emerson Rx3i (Formerly General Electric)

Additional Manufacturers and Platform Levels may be considered based on complexity and functionality requirements.

The selection of HMI software packages will be based on input from the Owner's Representatives and how that information matches with the capabilities of the software products. The initial costs associated with purchasing software and licenses as well as annual agreements for upgrades and support will also be considered as a key element of the evaluation.

The following HMI software vendors and packages will be included in the consideration.

- Trihedral VTScada
- Inductive Automation Ignition SCADA
- Rockwell Software FactoryTalk View SE
- GE Proficy HMI iFix
- Aveva Wonderware InTouch or ArchestrA System Platform

Other HMI software vendors and products may be considered based on input from the Owner.

Approach to PLC Logic Development

As one of the initial tasks during the Design Phase, Revere Engineers will evaluate the existing SCADA Control System to record PLC hardware configurations and obtain current copies of existing control logic. We understand that this will not provide us with a fully documented version of the logic, but it will be used as a reference to represent the current plant controls.

Workshops will be held with Owner Representatives and Revere Project Engineers at the plant facility to review the development of the software control strategies. Revere will develop an initial control strategy based on our interpretation of the existing control logic for review and input by Owner Representatives. Approximately half of the control narratives will be provided for review and discussion during the first Workshop. The remaining half of the control narratives will be provided for review and discussion during the second Workshop. Revere will modify the control narratives to reflect comments and input provided by the Owner. A final review of the control narratives will be performed during the third Workshop.

The software control narratives will be used to develop the PLC control logic and the HMI application. They will also be used as part of the procedures for factory and field testing.

PLC Programming Languages

There are five programming languages available for use on modern PLC/PAC controllers: ladder logic, function block, structured text, instruction list and sequential function chart. Revere prefers to use three of these languages – ladder logic, function block and structured text – as each one is particularly well suited for different applications.

Ladder logic was the only programming option for early generation PLCs and continues to be one of the more popular programming language choices. Revere continues to use this programming language for PLC applications including most process auto control functions. Modern programming software allows the use of custom function blocks to be used in ladder logic as they would be used in function block programming.

Function block programming is a visually improved form of ladder logic that is generally easy to read and follow and would be a natural choice for programming. However, many manufacturers have not developed their programming software for ease of use and flexibility when using function block programming as compared to their ladder logic programming. In these cases, Revere will use ladder logic programming instead.

Structured text is generally better suited for If/Then/Else, For/Next Loops, and complex math functions than ladder logic or function block. Revere will also use structured text programming for small basic functions that typically should not have to be modified. Analog input remapping/rescaling is one example.

Sequential Function Charts (SFC) can be used for sequential stepped processes such as filter backwashing. As this programming format is often hard to read or troubleshoot, Revere will typically manually program these steps using ladder logic.

Programming Convention

Revere's method of PLC programming can be broken down into two basic elements. The first is to isolate the real world I/O, whether it be hardwired or polled over a communication network from another device, from the process logic. This allows flexibility in I/O locations that change

at any point in a project, ease of testing and troubleshooting. It also allows common logic to be programmed independently of I/O module configurations and/or ranges.

The second main element of Revere's programming methodology is to break tasks out into their core basic functions and connect these functions to accomplish more complex tasks. This is the ideology of object-oriented programming in more traditional programming languages such as C++. Some of the benefits of this programming style are the ease of programming and testing smaller blocks of code, ease of duplicating code, ease of creating complex logic using smaller pre-tested code blocks and reduced troubleshooting time as you can focus in on a smaller portion of the overall code. This style of programming also forces more upfront planning when programming which generally results in a better finished product.

Approach to Develop SCADA/HMI Configuration

As one of the initial tasks during the Design Phase, Revere Engineers will evaluate the existing SCADA Control System to obtain a copy of the current HMI software application. Workshops will be held with Owner Representatives and Revere Project Engineers at the plant facility to review the development of the SCADA/HMI Application.

The first workshop will include gathering information from the Owner Representatives to create a draft version of the Software Standards and Conventions Document. This document will be reviewed and discussion during the second workshop. Examples of the system database information such as tag name conventions, alarm configuration and data collection will also be provided and discussed during the second workshop. Comments and input provided from the second workshop will be incorporated in the Software Standards and Conventions for final review and discussion during the third workshop.

Revere will request copies of the required reports in at least a hard copy format for review and discussion during the second and third workshops.

SCADA System Computer Hardware Configuration

Revere will work with the Owner including their IT Department to develop an acceptable hardware configuration for the Plant Control System computer systems. Hardware specifications and configurations will be based on industry standards and SCADA System software requirements

System Testing and Startup

The following information describes our approach to system testing including Un-Witnessed Factory Testing, Witnessed Factory Testing, Field Testing and Site Acceptance Testing.

Factory & Field Test Plans

Revere will develop detailed test plans that will be used for Un-Witnessed and Witnessed Factory Testing as well as Field Testing. The functional control strategies developed earlier in the project implementation with input from Owner Representatives will be the basis for these test plans. The Test Plan(s) will be provided as a formal submittal package for review and comment prior to performing the Factory and/or Field Testing.

Un-Witnessed Factory Testing

The purpose of the Un-Witnessed Factory Test is for Revere's project team to test the functionality and performance of the SCADA Control System as an integrated deliverable system including the applicable hardware and software. Implementation and completion of the testing activities includes the recording of test results on approved forms and documentation. This test includes a system audit and configuration review as well as functional verification of the human machine interface (HMI), data communications, process control and required applications. Upon completion of the Un-Witnessed Factory Test, the completed forms/documentation can be made available to the Owner during the Witnessed Factory Test for reference purposes.

A physical inspection of the equipment is performed to verify that all equipment available and in good physical condition. This includes a visual inspection of the assembled control panels to verify that the workmanship meets the expected quality control standards. System power-up, power-fail and communication tests are performed during this test to determine the proper response or conditions have been achieved.

A Functional Verification Test is performed in order to implement the defined control strategies as outlined in the contract documents and approved submittal package work correctly. Revere personnel test the process I/O signals include spare points during the Un-Witnessed Factory Test.

For simulation purposes, Revere will create test logic within the PLC program to simulate an operational status based on its corresponding output. For example, when a pump is called to start and its corresponding discrete output is turned on, the PLC will force the running input discrete input on. Then the HMI will display the pump is running. The loop back simulation can be delayed on a point by point basis to provide a more realistic simulation and to allow complex sequences to be more easily monitored.

Witnessed Factory Testing

The purpose of the Witnessed Factory Test is to demonstrate the functionality and performance of the SCADA Control System as an integrated deliverable system including the applicable hardware and software. Approval of the test procedures by the Owner signifies that upon successful completion of the test, the integrated system is ready for shipment.

The Witnessed Factory Test is implemented in the same manner as the Un-Witnessed Factory Test except that the Witnessed Test is more of a demonstration of the system functionality to the Owner/Engineer. We use the same simulation test logic as used during the Un-Witnessed Factory Testing. Results of the Witnessed Factory Test are recorded on approved forms and documentation.

Installation and Field Testing

Upon completing the installation of new SCADA equipment including PLC Control Panels, our project team will establish communications between the PLC Control Panels and the HMI SCADA Servers/Workstations via the network cabling system and communications hardware. We will then perform an I/O signal checkout from the field device through the newly installed PLC hardware and the HMI Application. This will require participation by the Owner's Representatives to assist with the field devices as well as to witness the checkout results.

Once the Owner and Revere are satisfied with the SCADA System installation, communications is established and we have completed the I/O signal checkout, we will begin the checkout/testing of the functional control logic by placing the process equipment into operation. This will require coordination and input from the Plant Operations Staff to ensure the plant process is being tested and operated correctly. This step represents the Site Demonstration Test for each process area or PLC Panel.

Overall Site Acceptance Testing

Once the SCADA System is installed and the Site Demonstration Test is completed for each plant process area, then the Site Availability Demonstration period will begin. In the event of a failure, Revere will respond with the appropriate personnel to provide resolution.

System Support and Maintenance

The warranty, maintenance and support period begins at Substantial Completion or Final Acceptance of the SCADA Control System. Warranty coverage and support services for the equipment purchased and software developed for this project by Revere is included in the coverage.

Revere personnel will provide the following preventive maintenance services during the warranty period for the equipment and software provided.

- Inspection of PLC Hardware (Processors, Ethernet Communication Modules, I/O Modules, etc.) once every six (6) months.
- Inspection of Ethernet Switches and Network Communications once every six (6) months.
- Inspection of the HMI Application including data collection on the computer servers and workstations provided by the Owner once every three (3) months.

A detailed service report will be provided to the Owner's representative within two (2) days of the site visit. This will allow us to assemble any notes made in the field as well as information obtained via follow up methods to the site visit. It is understood that remote access to the control system will not be granted for maintenance purposes. All maintenance support services will be performed onsite by a Revere staff member.

Training

Training for the selected PLC hardware and HMI software can be provided as part of the Design-Build Project. This training can be provided by the product manufacturers at various locations.

Revere Project Team Members will also provide training for the Owner's Representatives including Operations, Maintenance and Administrative personnel. These training sessions will take place at the Owner s facilities and will focus on the specifics of the SCADA Control System provided by Revere.

All training requirements including courses, number of sessions, required attendees and content will be identified during the Design Phase of the project with input from the Owner's Representatives.

Future Upgrades / Expandability

Revere will make every effort to consider upgrades and expansion options for the SCADA Control System during the Design and Build Phases of the project. Selection of the control system hardware and software including PLC hardware, control panel design, computer hardware, network or communications equipment, operating systems and HMI software packages will be made to allow for expansion and upgrades to the plant processes and facilities.

TAB 3

Revere Control Systems Inc.Top Municipal Customers

Seminole County Environmental Services Department-Florida
500 West Lake Mary Blvd
Sanford, FL 32773

Customer relationship for 15 Years
**Please see customer reference document.*

Owner Representative:
Elisa Matarlo; Water Operations Manager
Phone: (407) 665-5601
E-Mail: EWilliams02@seminolecountyfl.gov

Gainesville Regional Utilities
301 SE 4th Avenue
Gainesville, FL 32601

Customer relationship for 15 Years
**Please see customer reference document.*

Owner Representative(s):
Rachel Haeseler, PE; Utility Engineer
Phone: (352) 393-1618
E-Mail: haeselerra@gru.com

Debbie Daugherty, PE; Engineer
Phone: (352) 393-1622
E-Mail: daughertydd@gru.com

City of Sunrise
Sunrise Utilities Department
777 Sawgrass Corporate Parkway
Sunrise, FL 33325

Customer relationship for 12 Years
**Please see customer reference document.*

Owner Representative(s):
Allan Miller; Project Manager
Phone: (954) 888-6050
E-Mail: AMiller@sunrisefl.gov

Bonita Springs Utilities-Florida
11860 East Terry Street
Bonita Springs, FL 34135

Customer relationship for 20 Years

Owner Representative:
Andy Koebel, Director of Operations
Phone: (561) 494-1052
E-Mail: akoebel@bsu.us

City of Auburn-Alabama
Water Resources Management Department
1501 West Samford Avenue
Auburn, Alabama 36832

Customer relationship for 12 Years

Owner Representative(s):
Tim Johnson, P.E.; Utility Engineer
Phone: (334) 501-3060
E-Mail: tjohnson@auburnalabama.org

Matt Dunn, P.E.; Watershed Division Manager
Phone: (334) 501-3077
E-Mail: mdunn@auburnalabama.org

Collier County Public Utilities
3339 East Tamiami Trail, Suite 303
Naples, FL 34112

Customer relationship for 8 Years

Owner Representative:
William L. Overbeek, P.E., PMP
AECOM Technical Services, Inc.
Phone: (407) 284-4737
Email: william.overbeek@aecom.com

REVERE

CUSTOMER REFERENCE

CITY OF SUNRISE, FLORIDA
Sunrise Utilities Department
777 Sawgrass Corporate Parkway
Sunrise, FL 33325

Owner Representative(s):

Allan Miller; Project Manager
Phone: (954) 888-6050
E-Mail: AMiller@sunrisefl.gov

Year of Project Completion: Contract Period October 2008 – April 2022
Contract Amount to Date: $5,302,233.49

Personnel Providing Support

Shawn Poole, PMP, Project Manager
Ben McNulty, Field Service Technician

Description of Services Provided

Revere has provided and is currently providing professional services including Instrumentation & Contractor services for Water and Wastewater, Energy Supply, and Energy Delivery on an as needed basis. Specific services include configuration, maintenance, repair and replacements, diagnostics, administration, programming, upgrades, documentation and training for the City's SCADA Control System for the Water and Wastewater Treatment Plants, Wells, and Pump Stations as listed below. No known challenges have been encountered.

SCADA Services are provided for the following City facilities:

- Springtree Water Treatment Plant
- Springtree Wastewater Treatment Plant
- Springtree Raw Water Wells
- Springtree ASR Well
- Sawgrass Water Treatment Plant
- Sawgrass Wastewater Treatment Plant
- Sawgrass Raw Water Wells
- Sawgrass Injection Wells
- Sawgrass Concentrate Well
- Utility Lift Stations
- High Service Re-Pump Stations
- Southwest Water Treatment Plant
- Southwest Wastewater Treatment Plant
- Southwest Raw Water Wells
- Park City Water Treatment Plant
- Park City Raw Water Wells

- Melaleuca Re-Pump Station
- Weston Pump Station
- Natural Gas System

Technical support services are provided for the following components/systems:

- SCADA Servers, SCADA Client Workstations and associated appurtenances
- Microsoft Access and SQL Server databases
- GE Cimplicity HMI SCADA Applications
- GE 90-70 PLC, 90-30 PLC, Versamax PLC and related software
- Allen Bradley PLC and related software
- Routers, hubs, and switches linked through fiber and UTP cables
- Radio Spread Spectrum and Diagnostics Software
- Field Instrumentation & Local Control Panel Hardwired Controls

Work is performed based on work orders issued by the City. A scope of work is prepared along with a time and expense estimate for approval by the City prior to proceeding with the work.

We are required to provide a timely and comprehensive emergency response to failures for the included systems. A response and acknowledgement of an Emergency is to be provided within four (4) hours of being contacted by the City. Work to actively resolve an Emergency must begin within twenty-four (24) hours of the Declaration of Emergency. Support is provided via the following methods:

- Telephone assistance services via the technical support hotline 24 hours a day, 7 days per week.
- Communication via email.
- Professional emergency support available onsite within twenty-four (24) hours of notice.
- Control Systems Technician available onsite within five (5) hours of notice for troubleshooting and calibration equipment.

Revere has provided network support services to the Utilities Department for the SCADA Control System as well as the City's Management Information Systems (MIS) Department as it interfaces with the SCADA Control System and for monitoring tools of the City's overall network. As part of this support effort, we have implemented the use of CPWE and ICS-CERT best practices based on the procedures and guidelines provided by the City.

Service Contract Projects Completed

SCADA Services 2008-2009	$951,048.07
SCADA Services 2009-2010	$595,698.94
SCADA Services 2010-2011	$361,938.58
SCADA Services 2011-2012	$511,440.08
SCADA Services 2012-2013	$415,736.13
SCADA Services 2013-2014	$581,310.85
SCADA Services 2014-2015	$366,298.13
SCADA Services 2015-2016	$264,972.99

SCADA Services 2016-2017	$199,251.23
SCADA Services 2017-2018	$209,240.04
SCADA Services 2018-2019	$301,123.09
SCADA Services 2019-2020	$350,000.00
SCADA Services 2020-2021	$-
Gas Dept 2011-2012	$13,519.32
Gas Dept 2012-2013	$5,914.57
Gas Dept 2013-2014	$5,526.54
Gas Dept RTU Panels (Tamarac & Nob Hill)	$34,704.00
Flowmeter Installations	$220,079.93
LS 323 Pump Control Panel	$24,393.00
Levee L-35 Well Panels	$22,741.00
Sawgrass LS-2 Pump Control Panels	$26,400.00
Sunrise Percolation Pond RTUs	$47,350.00
Springtree WWTP LS Duplex PCP	$23,547.00
Stormwater Service 2019-2020	$1,565.00

SEMINOLE COUNTY, FLORIDA
Environmental Services Department
500 West Lake Mary Blvd
Sanford, FL 32773

Owner Representative(s)

Elisa Matarlo; Water Operations Manager
Phone: (407) 665-5601
E-Mail: EWilliams02@seminolecountyfl.gov

Year of Project Completion: Contract Period October 2014 – September 2021
Services Contract Amount to Date: $793,847.18
Project Contract Amount to Date: $7,066,342.61
Total Contract Amount to Date: $8,126,209.79

Personnel Providing Support

Nan Johnson, PMP, Project Manager
Rollin Oxley, P.E., Lead Project Engineer
Dan Kistner, Project Specialist

Description of Services Provided

Revere has provided and is currently providing professional services including Instrumentation & Contractor services for Water and Wastewater, Energy Supply, and Energy Delivery on an as needed basis. Specific services include Field Instrumentation, PLC Control Panels, PLC/HMI Programming, Factory/Field Testing, Startup and Commissioning Services for several Seminole County Water and Wastewater Treatment Plants as listed below. No known challenges have been encountered.

Service Contract Projects Completed

Markham WTP Service	$3,190.00
Leachate System Telemetry	$404,673.90
Markham WTP Support	$3,120.00
Yankee Lakes Motorola Upgrade	$87,987.53
Greenwood Lakes Motorola Upgrade	$97,104.75
LS Comm Driver Replacement	$18,360.00
Support Services	$3,300.00
SCADA Services FYE 2017-2018	$12,875.00
LS Driver Replacement to DNP3	$52,780.00
SCADA Services FYE 2018 - 2019	$75,000.00
WTP Operations Programming	$31,410.00
SCADA Services FYE 2019 - 2020	$135,000.00

Yankee Lake PLC Upgrade	$13,506.00
AA0083 Landfill Evaluation & Report	$1,560.00

Projects Completed

Revere has also completed major projects for Seminole County including the projects as listed below.

Chlorine Alarm Panels	$4,108.00
NW Reg WWTP Improvements	$343,723.00
Fiber Optic Patch Panels	$277,598.00
Greenwood Lakes Program Mods	$2,800.00
Siemens Transfer Switch	$4,300.00
Markham Ph IIA Expansion	$160,000.00
Moscad Parts Term Contract	$87,667.00
Yankee Lake Phase 1 Improvements	$656,379.00
Onsite Programming Services	$4,864.00
IP Gateway	$5,148.00
Hudson Master PS Replacement	$49,454.05
Pretreatment System	$24,897.00
Markham Well No. 4	$49,503.51
Greenwood Lakes	$24,456.00
Greenwood Lakes WRF	$607,839.03
Upgrades to Deep Injection	$9,991.56
Yankee Lake Actiflo System	$169,000.00
Indian Hills WTP Improvements	$108,658.69
Yankee Lake WRF Phase 2A	$504,966.77
Greenwood Lakes Chlorine	$4,000.00
Annual Calibration	$2,850.00
Tarpon Springs PS Rehab	$48,265.00
Country Club WTP	$1,552,599.20
LS Pump Control Panels	$31,000.00
PS Upgrades 2013	$190,838.00
Alaqua Control Panels	$31,268.00
Coventry Control Panels	$29,045.00
PS Radio/RTU Replacement	$2,081,123.80

Project Examples

Country Club Water Treatment Plant

Contract Info: Amount = $1,772,169.00
Year of Project Completion: 2014

Revere provided the Plant Control System including field instrumentation, eleven (11) RTU Panels with the Motorola ACE3600 hardware platform and the HMI application using Wonderware System Platform software. The network infrastructure included fiber optic cable and Cisco network switches.

A witnessed factory acceptance test and detailed field testing was performed in coordination with the General Contractor, Engineer and Owner Representatives.

Landfill Leachate System Telemetry

Contract Info: Amount = $404,674.00
Year of Project Completion: 2017

SCADA System Replacement, Instrument and Control Panel Improvements, HMI Subsystem, Programming, SCADA Hardware, Antenna Tower Installation, Onsite Testing, Onsite Training

Wastewater Pump Station RTU / Cellular Conversion

Contract Info: Amount = $2,081,124.00
Year of Project Completion: 2018

Revere converted the existing Wastewater Pump Station Radio/RTU communication system to a cellular based system. This includes the construction and replacement of 285+ RTU/Radio assemblies by removing the existing RTU and radio hardware and replacing with new Motorola ACE3600 units and cellular based modems. The following field instrumentation was provided: Level Transmitters/Transducers, Float Switches, Venturi Flow Tubes, and Pressure Instruments – Gauges, Switches, Transmitters. The PLC Control Panels were provided using the Motorola ACE3600 Hardware Platform. Revere was responsible for the SCADA System software development including the PLC Programming and HMI Configuration using Wonderware ArchestrA. Revere has also provided Field Instrumentation, PLC Control Panels, PLC/HMI Programming, Factory/Field Testing, Startup and Commissioning Services for several other Seminole County Water and Wastewater Treatment Plants and remote sites which include the following projects completed between 2012 and 2014:

Indian Hills Water Treatment Plant

Contract Info: Amount = $107,878.00
Year of Project Completion: 2013

Revere provided instruments, Motorola CP and alarm panels, PLC and SCADA programming for effluent pumping and chemical treatment.

Greenwood Lakes Wastewater Treatment Facility

Contract Info: Amount = $606,467.00
Year of Project Completion: 2012

Revere provided a complete replacement of the control system including instrumentation, Motorola PLC panels, PLC programming and additions to existing Seminole SCADA system for plant upgrades.

Greenwood Lakes Motorola MOSCAD Replacements

Contract Info: Amount = $119,120.00
Year of Project Completion: 2017

Project management, engineering design & implementation, PLC and HMI programming, CAD drawings, functional checkout, documentation, field repair, installation, and testing

Yankee Lake Regional Wastewater Treatment Facility-2 Phases

Contract Info: Amount = $500,731.00
Year of Project Completion: 2012

Revere provided a complete replacement of the control system. During Phase 1 Revere furnished and commissioned instruments, control panels, and added status and control programming to existing Wonderware SCADA System. In Phase 2, Revere furnished instrumentation, Motorola PLC panels, PLC programming, and made additions to existing Seminole SCADA system for plant upgrades.

Yankee Lakes Water Reclamation Facility Renewal & Rehabilitation

Contract Info: Amount = $329,813.00
Year of Project Completion: 2018

Revere upgraded the existing PLC panels and modified the existing PLC programing and HMI Programing. and provided the following: new Wireless tablet computer with a full Windows OS platform, Workstation with UPS, InTouch for System Platform with Historian Client RDS Concurrent License; Motorola STS software license and completed an Un-witnessed Factory Test and a Witnessed Factory Test.

REVERE

CUSTOMER REFERENCE

GAINESVILLE REGIONAL UTILITIES
1600 NE 53rd Avenue
Gainesville, FL 32609

Owner Representative(s):

Rachel Haeseler, PE; Utility Engineer
Phone: (352) 393-1618
E-Mail: haeselerra@gru.com

Debbie Daugherty, PE; Engineer
Phone: (352) 393-1622
E-Mail: daughertydd@gru.com

Year of Project Completion:	Contract Period April 2019 – October 2022
Services Contract Amount to Date:	$21,805.77
Project Contract Amount to Date:	$1,037,368.30
Total Contract Amount to Date:	$1,059174.07

Personnel Providing Support

James Noe, PMP, Project Manager
Dan Kistner, Project Specialist

Description of Services Provided

Revere has provided and is currently providing professional services including Instrumentation & Contractor services for Water and Wastewater, Energy Supply, and Energy Delivery on an as needed basis. Specific services include Field Instrumentation, PLC Control Panels, PLC/HMI Programming, Factory/Field Testing, Startup and Commissioning Services for several Seminole County Water and Wastewater Treatment Plants as listed below. No known challenges have been encountered.

Service Contract Projects Completed

Murphree WTP Services	$7,264.12
Murphree WTP Spare PC	$3,700.00
Murphree WTP Lime System	$4,765.00
Murphree WTP Lime System Service	$6,076.65

Projects Completed

Revere has also completed major projects for Seminole County including the projects as listed below

Santa Fe & Kelly Repump Station Comms	$70,213.00
Filter Influent Controller Replacement	$52,800.00
Murphree WTP Ethernet Comms-Well Sites	$5,090.00
Murphree WTP Ethernet Comms	$4,870.00
Murphree WTP	$8,200.00

Murphree WTP Control System Upgrade	$776,721.00
Murphree WTP Support Services	$74,424.00
Redundant Historian Upgrade	$48,018.00
Murphree WTP Spare PC	$3,548.00
Murphree WTP Firewall Issue	$1,606.44
Murphree WTP Spare Sonic Wall	$1,121.06
Murphree WTP Lime Sys. SCADA Updates	$34,732.20
Murphree WTP Reports	$26,237.60

Project Examples

Murphree Water Treatment Plant – SCADA Upgrade

Year of Project Completion: December 2015
Contract Amount: $ 851,145.00
Percent Performed by Revere: 80%

Revere served as the Prime Contractor for the SCADA Upgrade Project with a direct contract from Gainesville Regional Utilities. The project consisted of the following major tasks: upgrading the existing Allen Bradley PLC-5 Hardware with Allen Bradley ControlLogix Hardware, provided a backup control system for critical control loops using Allen Bradley PICO Controllers.
upgrading the existing Plant Control System server and computer workstations, and upgrading the existing Plant Control System HMI Software from Intellution Fix 32 to GE Proficy iFix Version 5.8.

TAB 4



Revere Control Systems

has been audited and conforms to all requirements necessary to be a

CERTIFIED MEMBER

of the

CONTROL SYSTEM INTEGRATORS ASSOCIATION

December 3, 2017 – December 3, 2020

Jose M. Rivera, CSIA CEO

CSIA Member Since: 2000

Lynda Patterson, FASAE, CAE, CSIA President

CSIA Certified Since: 2002

Project Management Institute

THIS IS TO CERTIFY THAT

Nanette D Johnson

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Tony Appleby
Chair, Board of Directors

Sunil Prashara
President and Chief Executive Officer

PROJECT MANAGEMENT INSTITUTE CORPORATE SEAL 1969 PENNSYLVANIA

PMP® Number: 1203917
PMP® Original Grant Date: 20 August 2008
PMP® Expiration Date: 19 August 2023

Project Management Institute.

Project Management Institute

THIS IS TO CERTIFY THAT

Shawn Thomas Poole

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Randall T. Black
Chair, Board of Directors

Sunil Prashara
President and Chief Executive Officer

PROJECT MANAGEMENT INSTITUTE CORPORATE SEAL 1969 PENNSYLVANIA

PMP® Number: 2116165
PMP® Original Grant Date: 18 December 2017
PMP® Expiration Date: 17 December 2020

Project Management Institute.

VTScada

Software for Monitoring & Control

Certified Solution Partner

Revere Control Systems

August 21, 2013

Date



Patrick Cooke - Director of Marketing

25 Years
Trihedral
1986-2011



Solution Partner

A ROCKWELL AUTOMATION PARTNER

Revere Control Systems, INC

Birmingham, AL

has achieved Rockwell Automation PartnerNetwork™ certification as a Solution Partner

CONTROL	POWER	INFORMATION
• Discrete • Process / PlantPax • Machinery Safety	• Drives SI • Low Voltage Drive Capability	

Name of Rockwell Automation Issuer

Blake Moret
Chairman & CEO

Name of Rockwell Automation Issuer

Darin Harbor

SI/SP Program Manager

2020 Annual Membership

Rockwell Automation

This certificate is presented to

Daniel Kistner

for completion of:

CCV207: FactoryTalk View SE Programming

Rockwell Automation – Tampa, FL

July 20th – July 24th, 2015

Instructor: Tim Lombardo

Training Services of Rockwell Automation has been reviewed and approved as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 1760 Old Meadow Road, Suite 500, McLean, VA 22102 (702) 506-3275. Rockwell Automation awards CEU's to participants who successfully complete this program.

3.15 IACET CEUs

LISTEN. THINK. SOLVE.

Rockwell Automation

This certificate is presented to

Rollin Oxley

for completion of:

CCV207: FactoryTalk View SE Programming

Rockwell Automation – Tampa, FL

July 20th – July 24th, 2015

Instructor: Tim Lombardo

Training Services of Rockwell Automation has been reviewed and approved as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 1760 Old Meadow Road, Suite 500, McLean, VA 22102 (702) 506-3275. Rockwell Automation awards CEU's to participants who successfully complete this program.

3.15 IACET CEUs

LISTEN. THINK. SOLVE.

Rockwell Automation

EMERSON™
Process Management

Educational Services

Certificate of Attendance

Rollin Oxley

RA440 ControlWave Designer Programming Short Course
March 2013

AUTHORIZED IACET PROVIDER

1.8
Continuing Education Units

Instructor – A. Esteves

EMERSON™
Process Management

Educational Services

Certificate of Attendance

Rollin Oxley

RA331 ControlWave Configuration
February 2013

AUTHORIZED IACET PROVIDER

1.8
Continuing Education Units

Instructor – T. Holliman

Save | Refine Search | 6 results for *Keyword: Revere Control Systems, Inc*

Document Name	Company Name	UL CCN Description
NITW.E88854	REVERE CONTROL SYSTEMS INC	INDUSTRIAL CONTROL PANELS
NITW7.E88854	REVERE CONTROL SYSTEMS INC	INDUSTRIAL CONTROL PANELS CERTIFIED FOR CANADA
NNNY.E251085	REVERE CONTROL SYSTEMS INC	CONTROL PANELS AND ASSEMBLIES FOR USE IN HAZARDOUS LOCATIONS
NNNY7.E251085	REVERE CONTROL SYSTEMS INC	CONTROL PANELS AND ASSEMBLIES FOR USE IN HAZARDOUS LOCATIONS CERTIFIED FOR CANADA
NRBX.E202847	REVERE CONTROL SYSTEMS INC	INDUSTRIAL CONTROL PANELS RELATING TO HAZARDOUS LOCATIONS
NRBX7.E202847	REVERE CONTROL SYSTEMS INC	INDUSTRIAL CONTROL PANELS RELATING TO HAZARDOUS LOCATIONS CERTIFIED FOR CANADA

« 1 »

1 of 1

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TAB 5

Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

REVERE CONTROL SYSTEMS

2240 ROCKY RIDGE ROAD
VESTAVIA HILLS AL 35216

LICENSE NUMBER: CA8769

EXPIRATION DATE: FEBRUARY 28, 2021

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

OXLEY, MARVIN ROLLIN III

4021 BUTTON BUSH CIRCLE
LAKELAND FL 33811

LICENSE NUMBER: PE74167

EXPIRATION DATE: FEBRUARY 28, 2021

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PAYTON, BENJAMIN R

REVERE CONTROL SYSTEMS, INC.
2240 ROCKY RIDGE ROAD
BIRMINGHAM AL 35216

LICENSE NUMBER: CGC1526173

EXPIRATION DATE: AUGUST 31, 2022

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
Additional Business Qualification

PAYTON, BENJAMIN ROSS

REVERE CONTROL SYSTEMS, INC.
2240 ROCKY RIDGE ROAD
BIRMINGHAM AL 35216

LICENSE NUMBER: EC13008291

EXPIRATION DATE: AUGUST 31, 2022

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State of Florida
Department of State

I certify from the records of this office that REVERE CONTROL SYSTEMS, INC. is an Alabama corporation authorized to transact business in the State of Florida, qualified on December 5, 1996.

The document number of this corporation is F96000006332.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 25, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirtieth day of January, 2020



Secretary of State

Tracking Number: 2503553773CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Detail by Entity Name

Foreign Profit Corporation

REVERE CONTROL SYSTEMS, INC.

Filing Information

Document Number F96000006332
FEI/EIN Number 63-0794615
Date Filed 12/05/1996
State AL Status ACTIVE

Principal Address

2240 ROCKY RIDGE ROAD
BIRMINGHAM, AL 35216

Mailing Address

2240 ROCKY RIDGE ROAD
BIRMINGHAM, AL 35216

Registered Agent Name & Address

BUSINESS FILINGS INCORPORATED
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324
Name Changed: 09/30/2019
Address Changed: 09/30/2019

Officer/Director Detail

President Robert R. Adams 2668 Altadena Road Birmingham, AL 35243	Vice President Thomas M Adams 5643 Pocahontas Road Bessemer, AL 35244
Vice President Thomas R. Braddock 932 Alford Avenue Birmingham, AL 35226	Vice President, Secretary Nanette D. Johnson 959 Tyler Crest lane Hoover, AL 35226
Vice President George Gregory Graves 5216 Valleybrook Circle Birmingham, AL 35244	Vice President Marc Handley 4695 Sandpiper Lane Birmingham, AL 35244
Vice President Jason W. Leeper 6902 Sugar Crest Drive Texarkana, AR 71854	Vice President David L. Williams 77 County Road 487 Vandiver, AL 35176

CITY OF LAKELAND

BUSINESS TAX RECEIPT

Expires on: 9/30/2021

Business Tax Office, 228 S Massachusetts Ave., Lakeland, FL 33801

Account Number: 1386606
Workers: 8
Square Footage: 10,400
Fee: $379.14

Location Address
3810 DRANE FIELD RD #5- 8

Business Name & Mailing Address
REVERE CONTROL SYSTEMS INC

ROBERT R ADAMS, OWNER
3810 DRANE FIELD RD #7
LAKELAND,FL 33811

This business tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City Business Tax Section, subject to zoning restrictions. This Receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence or of the compliance or noncompliance of the holder with other laws, regulations or standards.

CITY OF Lakeland

RECEIPT MUST BE CONSPICUOUSLY DISPLAYED IN YOUR PLACE OF BUSINESS

VALID ONLY WHEN SIGNED

Bus. Type(s) Bus. Subtype(s)	Quantity
CAT I-OFFICE PROFESSIONAL FIRM	
CATEGORY I	

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 166437 **CLASS: B**

EXPIRES: 9/30/2021

OWNER NAME
ADAMS, ROBERT R

LOCATION
3810 DRANE FIELD RD STE 7
LAKELAND - IN

BUSINESS NAME AND MAILING ADDRESS

REVERE CONTROL SYSTEMS, INC

2240 ROCKY RIDGE RD
BIRMINGHAM, AL 35216

CODE	ACTIVITY TYPE
230130	CONTRACTOR ELECTRICAL UNLIMITE
540190	PROFESSIONAL ENGINEER

PROFESSIONAL LICENSE (IF APPLICABLE)
8769

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID-1521751.0001-0001 08/27/2020 08/27/2020 RZL 159 57.75 DEBORAH HAYNES

TC301F-20

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cobbs Allen
115 Office Park Drive
Suite 200
Birmingham AL 35223

CONTACT NAME: Tracy Cooke
PHONE (A/C, No, Ext): 205-874-3620 FAX (A/C, No): 205-414-8105
E-MAIL ADDRESS: tcooke@cobbsallen.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire	25615
INSURER B : Phoenix Insurance Company	25623
INSURER C : Travelers Property Casualty Co of Amer	25674
INSURER D : Alabama Self-Insured WC Fund/Midwest Employers	5502
INSURER E : Ironshore Specialty Insurance	25445
INSURER F :	

INSURED REVER01
Revere Control Systems, Inc.
2240 Rocky Ridge Road
Birmingham AL 35216

COVERAGES **CERTIFICATE NUMBER:** 1587420022 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			Y-630-6D652658-COF-19	12/1/2019	12/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 5,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			810-1L985407-19-14-G	12/1/2019	12/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP-9J360798-19-14	12/1/2019	12/1/2020	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-9M470543-19-14-G 012900/PQAL129001	12/1/2019 1/1/2020	12/1/2020 1/1/2021	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E A E	Professional Liability Installation Floater Pollution Liability			DCP7BABWPQK001 6306D652658 DCP7BABWPQK001	12/1/2019 12/1/2019 12/1/2019	12/1/2020 12/1/2020 12/1/2020	Per Claim/Aggregate Limit Each Claim/Aggregate	5/7,000,000 500,000 2/7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Cyber Liability: Carrier: Hudson Excess Insurance Company, Policy # CYB-1004367-00, Policy period: 12/1/2019-12/1/2020, Limit: $5,000,000

CERTIFICATE HOLDER

Informational Purpose Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COBBS ALLEN

July 17, 2020

Bob Adams
Revere Control Systems, Inc.
2240 Rocky Ridge Rd.
Birmingham, AL 35216

RE: Bond Capacity

Dear Mr. Adams,

Per your request, I am writing to confirm the bond capacity of your company, Revere Control Systems. Revere Control Systems is capable of bonding single projects up to $15 million and an aggregate of $35 million.

Your surety, The Hanover Insurance Company, is rated "A Excellent" by A.M. Best and has a financial size category of XIV. In addition, Hanover's US Treasury Listing is $143,592,000.

As you know, we highly recommend Revere Control Systems to any owner or general contractor considering the use of it's services.

As is usual, each individual bond request is considered at the time of the request and is subject to normal underwriting criteria.

Please let me know if I can be of any additional assistance.

Sincerely,

Joey Bole

Joey Bole, AFSB

CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: December 1, 2020

Subject: Process Control System, Equipment, & Instrumentation Services

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request to approve continuing contracts for process control system, equipment and instrumentation services to two contractors; each for an initial term of three years with renewal clauses for additional years.

Background

On August 18, 2020, the City Commission approved a disposition item to advertise a Request for Proposals (RFP) for process control system, equipment and instrumentation services. On September 30, 2020, seven proposals were received. On October 16, 2020, a ranking committee consisting of the Utilities Maintenance Superintendent, the SCADA Instrumentation Technician, and the Utilities Engineer met and ranked the proposals. The committee collectively and unanimously agreed to recommend award of a contract to two companies that showcased qualifications, experience, and references superior to the other bidders. In accordance with the RFP, it is being recommended that the following two firms be awarded a process control system, equipment and instrumentation services contract:

- CEC Controls/Wood Automation & Control - Bradenton, FL
- Revere Control Systems, Inc - Lakeland, FL

Discussion

Prequalifying multiple vendors to provide process control system, equipment and instrumentation services ensures that the vendors have the required staffing, qualifications, and experience to complete repairs on the SCADA, instrumentation and programmable logic controllers, and related utilities infrastructure, in a timely manner. The competitive bidding process enabled staff to verify that each vendor's proposed unit prices are fair and consistent within the utility industry standards of the state of Florida.

As a result, having these vendors under contract serves as an effective management tool to facilitate and expedite repairs. The outcome is improved water, sewer, and reclaimed system reliability.

The term of the contract is for an initial period of three (3) years, followed by an automatic renewal clause for two additional one-year periods.

Budget Impact

There is no direct budget impact associated with this proposal. Work will only be done on an as-needed basis. However, recognizing the routine need for these services, funding is annually allocated for these needs. In FY 2020-21, the funding sources included Water & Wastewater Operating Fund (Water Treatment Plant Repair & Maintenance $180,000 and Wastewater Treatment Plant Repair and Maintenance $120,000), as well as the Capital Project Fund (Water & Wastewater - General Facility and System Upgrades with a combined budget of $350,000).

Citizen Impact

Having multiple qualified vendors capable of providing both scheduled and emergency repair of utility process control system, equipment, and instrumentation services reduces the time for water production facilities and wastewater transmission and treatment systems to be out of service. Thus, the reliability of utility service is improved, benefitting our customer base and protecting the environment. Additionally, soliciting for multiple vendors ensures competitive pricing, and reduces operating costs with improved in-house administrative efficiency.

Recommendation

Staff requests City Commission approval of the continuing contracts to CEC Controls and Revere Controls for process control system, equipment and instrumentation services.

Attachments:

- 20-183 Process Cntrl Equip Instr Svcs As Needed (P20-) (PDF)
- CEC Controls Agreement (PDF)
- Revere Control Systems Agreement (PDF)

REVIEWED BY: Kelly McGuire, Finance Director 11/20/2020

Claire Whitley, Assistant City Manager 11/20/2020

APPROVED BY:

Joyce A. Shanahan, City Manager 11/25/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

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 Cobbs Allen 115 Office Park Drive Suite 200 Birmingham AL 35223	**CONTACT NAME:** Andrea Gilley **PHONE (A/C, No, Ext):** 205-874-1306 **FAX (A/C, No):** **E-MAIL ADDRESS:** agilley@cobbsallen.com
INSURED REVER01 Revere Control Systems, Inc. 5201 Princeton Way Hoover AL 35226	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Fire Ins. of Hartford 20478 **INSURER B :** Continental Ins Co 35289 **INSURER C :** Lloyds of London 32727 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1696137367 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7063354214	12/1/2023	12/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 200,000 $ 15,000 $ 1,000,000 $ 5,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7063354200	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7063354195	12/1/2023	12/1/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7063354231	12/1/2023	12/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A C C	Installation Floater *Pollution Liability *Professional Liability			7063354214 PF00676A23 PF00676A23	12/1/2023 12/1/2023 12/1/2023	12/1/2024 12/1/2024 12/1/2024	Limit Per Claim/Aggregate Per Claim/Aggregate	1,000,000 2/4,000,000 2/4,000,000

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

*Pollution & Professional Liability Deductible $25,000
Excess Professional and Pollution Liability Carrier: Lloyds of London, Policy # PF00677A23, Policy Period: 12/1/23-12/1/24 Aggregate $3,000,000/ Each Claim $3,000,000 - Retention $25,000
Cyber Liability Carrier: Coalition Insurance Solutions, Inc., Policy# C4LQL103612CYBER202303, Policy Period: 12/1/2023-12/1/2024, Aggregate $3,000,000/ Each Claim $3,000,000 - Retention $50,000
Excess Cyber Liability Carrier: Scottsdale Indemnity Co, Policy # EKI3504277, Policy Period: 12/1/2023-12/1/2024, Aggregate $2,000,000/ Each Claim $2,000,000 - Retention $50,000

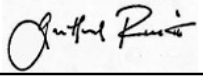
CERTIFICATE HOLDER

City of Ormond Beach
501 N Orchard Street
Ormond Beach FL 32174

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CECCONT-01 SMCCAULEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2024

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PRODUCER	CONTACT NAME: Sarah McCauley
The Roots Insurance Agency 3001 W. Big Beaver Rd, Ste 504 Troy, MI 48084	PHONE (A/C, No, Ext): (248) 744-3650 FAX (A/C, No): E-MAIL ADDRESS: SMccauley@RIAHoldingsllc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : The Continental Casualty Company	20443
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

CEC Controls Company, Inc.
14525 - 14555 Barber Ave
Warren, MI 48088

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			7094173503	8/31/2024	8/31/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			7094173498	8/31/2024	8/31/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			7094173520	8/31/2024	8/31/2025	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		7094173517	8/31/2024	8/31/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project No. 2020-183(CEC 0014-2021), Project Description: Process Control System, Equipment and Instrumentation Repair Services.
City of Ormond Beach is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 7.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Auto Renewal - Professional Piping Services		
Summary:	This is to inform the City Commission that staff intends to utilize the auto-renewal portion of the pressure main cleaning services contract with Professional Piping Services, Inc. An auto-renewal provision allows a contract to extend beyond its initial term without requiring formal renewal action. Once the contract reaches its end date, it automatically renews for an additional term, unless either party gives notice of intent to terminate or modify within a specified time frame. This ensures continuity of services while minimizing the need for renegotiation each time the contract term expires. However, it's important to monitor such provisions to ensure they align with the City's goals and budget. The City entered into a contract with Professional Piping Services, Inc. to clean pressurized mains throughout the City's service area for a 3-year period, beginning October 6, 2020, under Resolution 2020-143. Under this agreement, the contract allows for 2 one-year auto-renewals. Staff intends to utilize the second auto-renewal to add an additional one-year time period, thereby extending the contract until October 2025. The estimated cost for these services is around $88,000.00 Under the current contract, Professional Piping Services, Inc. has provided reliable and high-quality service to the City. The cleaning services provided has aided in cleaning materials from the City's force mains and other pressurized pipes, thereby allowing the City to maintain the level of service expected by its customers.		
Financial Impact:	The Utility Department anticipates spending approximately $80,000 on Professional Piping Services this fiscal year. This estimate is based on funds utilized in previous fiscal years. Fund 401 - Water and Wastewater Operating Account has sufficient funds in FY 2024-25 for these services.		

Citizen Impact:	Proper maintenance and cleaning of the City's pressurized mains is an essential component of utility staff maintaining daily operations. Contracting with a knowledgeable, reputable and experienced vendor aids in maintaining public health, safety, and overall permit compliance.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of a 1-year auto-renewal for pressure main cleaning services to Professional Piping Services, Inc.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. RES 2020-143 (8E)
Approval:	Kelly McGuire, Finance Director 10/16/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/23/2024 Joyce Shanahan, City Manager 10/23/2024

RESOLUTION NO. 2020-143

A RESOLUTION ACCEPTING A BID FROM PROFESSIONAL PIPING SERVICES, INC. FOR PRESSURE MAIN CLEANING SERVICES, UNDER BID NO. 2020-26; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2015-22) for pressure main cleaning services of the City's various utility water and sewer piping systems within the City's utility service area ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the only bid received and have determined that the bid submitted by Professional Piping Services, Inc. with a base bid in the amount of $115,980.00, plus bid alternate #1 of $5,278.00 and bid alternate #2 of $5,098.00 for a total bid of $126,356.00 (a copy of said bid being incorporated in the contract which is attached hereto and incorporated herein by reference) is the lowest responsible and responsive bid, and

WHEREAS, the City's professional staff anticipates an expenditure of only $72,500.00 for the Project in FY20-21, and

WHEREAS, the City Manager has certified that sufficient funds for the Project have been appropriated to the credit of the Water and Wastewater Operating Fund and have not been appropriated for any other purpose, and

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

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

SECTION ONE. The bid submitted by Professional Piping Services, Inc. to perform pressure main cleaning services at the prices set forth in their bid is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Professional Piping Services, Inc. for the performance of the Project at the said price and to pay the cost thereof from the Water and Wastewater Operating Fund.

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

APPROVED AND AUTHENTICATED this 6th day of October, 2020.

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2020\10-06-20\20-143 Pressure main cleaning-Professional Piping Svcs (P20-0165G).docx

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Professional Piping Services, Inc.** ("Contractor"), 30043 State Road 54 W., P.O. Box 7337, Wesley Chapel, FL 33545, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Invitation to Bid (ITB #2020-26 "Pressure Main Cleaning Services") together with Addendum No. 1, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years and shall be automatically renewed for two (2) additional one-year periods, unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Agreement expiration date.

3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Contractor**
Joyce Shanahan, City Manager	Roger M. Cimbora, Jr., Operations Manager
(copy to City Attorney)	Professional Piping Services, Inc.
22 South Beach Street	P.O. Box 7337
Ormond Beach, FL 32174	Wesley Chapel, FL 33545

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of

this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Each Occurrence
	$300,000 General Aggregate*
	$300,000 Aggregate Products & Completed Operations
	$ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence

	$1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall

be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly

nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

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

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

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

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

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS

AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

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

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

DATED this 6 day of October, 2020.

Witnesses:

Wendy Hortz

Print Name: Wendy Hortz

Taylor

Print Name: Taylor Lochert

CITY OF ORMOND BEACH

By: Bill Partington
BILL PARTINGTON
Mayor

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 15 day of September, 2020.

Witnesses:

Print Name: Vicki Osborne

Lisa Kovach

Print Name: Lisa Kovach

PROFESSIONAL PIPING SERVICES, INC.

By: Roger M Cimbora Jr

Print Name: Roger M Cimbora Jr

Title: Operations Mgr

Attest: Bobbi Clay

Print Name: Bobbi Clay

Title: Office Admn

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3330

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **Pressure Main Cleaning Services**

BID NUMBER: **2020-26**

BID OPENING DATE & TIME: **Wednesday, September 2, 2020 at 2:30 PM**

BID OPENING LOCATION: **1st Floor Training Room, Ormond Beach City Hall, 22 S. Beach Street Ormond Beach, FL 32174**

PRE-BID MEETING DATE & TIME: **Monday, August 13, 2020 at 10:00 AM**

PRE-BID MEETING LOCATION: **Public Works Training Room, 501 N. Orchard St., Ormond Beach, FL 32174**

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

BIDDER'S NAME: Professional Piping Services

BIDDER'S MAILING ADDRESS: PO Box 7337

CITY-STATE-ZIP: Wesley Chapel Fl 33545

F.E.I.N. or S.S. NUMBER: 59-2523188

PHONE NUMBER: 813-994-0032 EMAIL: ppsinc@tampabay.rr.com

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

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

X Roger M Cimbora Jr
AUTHORIZED SIGNATURE (MANUAL)

Roger M Cimbora Jr
NAME (TYPED)

Operations Mgr
TITLE

Roger M Cimbora Jr

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

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

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

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

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such

Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

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

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

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

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

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

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

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

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 or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received.

Award of the contract will be made to the lowest priced responsive, responsible bidder who submits an offer on all items listed in the Bid Response Form and whose offer represents the lowest price when the total of items 1 through 2 are added in the aggregate. Items Alt 1 and Alt are for informational purposes and are not totaled in the Bid Form

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

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach

PRESSURE MAIN CLEANING SERVICES
Bid No. 2020-26

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet, with all required attachments, along with one (1) fully complete electronic file in PDF format on either a CD or thumb drive, by the closing date and time. Both versions must be in a single sealed envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator,Robert Schattie, by e-mailing robert.schattie@ormondbeach.org.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

Cost of Bid Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

SCOPE OF WORK

1. General

The City of Ormond Beach Public Works Department is seeking bids to provide poly pig pipe cleaning procedures to safely and effectively clean and restore to maximum flow capacity, pressure piping systems whose contents or inline operating conditions impair functioning by reducing their volume capacity, laminar flow characteristics or negatively impact the quality of the flows transported through them. Pressure piping includes sanitary sewer force mains, raw water, potable water and reclaimed water mains.

The materials to be removed in these systems are known to be, but are not limited to:

a. "Foreign" materials including solids and construction debris
b. Scale, chemical and carbon deposits
c. Iron tuberculation and calcium deposits in many forms and degrees of attachment and hardness
d. Sand, sludge, silt, grit, slime, shell and bentonite
e. Organic residue and rags commonly found in sanitary sewer force mains.

The types of piping in service in the City of Ormond Beach include ductile and cast iron, HDPE and PVC.

2. Location of Project

The Project is located in the sewer and service areas of the City of Ormond Beach and is to be situated on the City-owned property, roadway public right-of-ways and easements. Water, wastewater and reclaimed water service area maps are identified in Attachment B.

Maps showing the pressure main route, location of closest water source, if any, retrieval point and any other required information about the pressure mains shall be provided for each request for service. Should no hydrant or other water source be available, the City of Ormond Beach will provide tanker trucks. The City of Ormond Beach will assist to minimize flows and perform lift station bypassing as required.

3. Project Requirements

Provide all supervision, labor, tools, transportation, material and equipment necessary to clean the pressure pipeline or force main, using poly pigs and an approved poly pig procedure. Install all items required, including the poly pig launching and retrieval devices as required in this specification and the furnishing of poly pig swabs and poly pigs.

It will be the Contractor's responsibility to install the equipment, disassemble the equipment and clean up and store materials at the direction of the Engineer. No excavations should be required for normal pigging operations. Should a failure occur on

the subject line, which is not the fault of the Contractor, the City of Ormond Beach will do the needed excavation, repairs and restoration. Should the Contractor due to negligence cause such failure, the Contractor will be responsible for excavation, repairs and restoration.

4. Contract Assignment

The successful Bidder will be required to perform the work as a prime Contractor. The Contractor shall not subcontract any portion of the work without the prior written approval of the City of Ormond Beach. No assignment of the Contract will be allowed.

5. Safety Code Requirements

The Contractor shall at all times during pipe pigging operations conform to Occupational Safety and health Administration (OSHA) or other safety code standards or requirements. The Contractor shall conform to traffic control requirements of the State of Florida Department of Transportation at all sites within roadway right of ways.

6. Order & Time of Work

The City of Ormond Beach reserves the right to establish the specific order in which the work is to be completed. All cleaning and pigging shall be performed during daylight hours between 7:00 a.m. and 7:00 p.m. on Monday through Friday. No work shall be performed after hours or on holidays or weekends unless approved by the City. Non emergency work shall be completed within 30 days after the Notice to Proceed is issued. Emergency work shall commence within 48 hours after notification.

7. Bidder Minimum Qualifications

A. The materials and work specified herein shall be furnished and performed by firms that are fully experienced, reputable, and qualified in the performance and use of the specified items. The materials specified shall be constructed and installed in accordance with the best practice and methods.

B. The work will be awarded to a Contractor who has the following qualifications.

1. Current and active license by the State of Florida as an Underground Utility Contractor.

2. All Project personnel shall be in compliance with Florida Law, Chapter 287.087 and the Florida Worker's Compensation Standard, Drug-Free Workplace Program.

3. Supervisory personnel shall have a minimum of five years experience in the cleaning and rehabilitation of pressure mains. Experience in other types of cleaning in non pressured piping systems will not qualify. Supervisory personnel should be able to conclusively demonstrate to the satisfaction of the City that they are thoroughly familiar and trained in the procedures, means and methods for the safe and responsible cleaning and restoration of maximum flow capacity of pressure mains. An experienced supervisor shall provide a list of Projects performed within the last five years, comparable in size and scope to the work herein proposed, that he has personally supervised. This list shall include the names of the Project, size and length of the force main or pipeline cleaned, the dates this work was performed and names/phone numbers of Project personnel for confirmation purposes.

8. Contractor Responsibilities

A. Supervision – There shall be on-site at all times during the work, one superintendent with a minimum of five years supervisory experience to survey, lay out and supervise the construction of the work under this Contract.

B. Proposed Method of Work – The method of cleaning shall be by use of Knapp poly pigs or equal. The Contractor shall furnish polyurethane pipe cleaning pigs of the appropriate diameter and covering material for use in the pipe system to be cleaned.

C. Cleaning – The cleaning shall restore the original flow characteristics of originally installed pipe without over abrading or over cleaning the interior walls of the pipe.

D. Equipment – the Contractor shall furnish pig-launching equipment, which will minimize the City's need to provide for additional valves, 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 poly pig detector, with the appropriately sized cavity poly 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 truck mounted pumps or other equivalent devices necessary to increase the line pressure to free the pig if it becomes stuck in the line.

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. Effectiveness of cleaning is verified by the change in pressures before and after the cleaning takes place, the amount of material visibly removed with each pass of the pig and the time it takes for the pig to reach the retrieval site.

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 process about the system or to confirm existing information.

H. **Work Area** – the Contractor shall insure prior coordination with the City to contain/direct the effluent flow from the affected system in order to avoid spills or overflow at the pig launching and retrieval locations. The removal and disposal of sediment from the retrieval site shall be performed by the City.

I. **Setting Contractor Equipment** – The Contractor shall provide all equipment to hoist, move or set their equipment on site.

J. Contractor shall notify the City of Ormond Beach, Public Works Department, Utilities Division at (386) 676-3245 when flushing into the sewer collection system because of increased fluid demand on pump stations.

9. Submittals – Post After Award

A. In accordance with the General Conditions and as specified herein, Contractor shall provide a detailed plan outlining the following:

1. Written contingency plans for dealing with in-line problems, i.e., blockages, "lost" pigs and system integrity problems, i.e., breaks, leaks, piping or fitting failures, are required to be submitted to, and approved by the Project Manager before initiating the work.

2. The contingency plan will include means and methods for identifying and measuring changes or improvements to the flow characteristics of the force mains during and upon completion of their cleaning and restoration to the maximum flow capacity.

10. Products

POLY PIGS

A. Poly pigs shall be constructed of blown elastomeric polyurethane with an open cell construction and a density equal to or suitable for use in the piping system being cleaned. Poly pig configuration shall consist of a parabolic nose and a concave base, and it shall be coated with resilient surface material that will maintain a peripheral seal and will effectively clean the piping system without over abrading the interior pipe wall or approved equal. Poly pig characteristics shall include the ability to navigate through ninety degree and one hundred and eighty degree turns, bi-directional fittings, plug valves and full port gate valves and comparable in-line appurtenances, reduce its cross sectional area and restore itself to its original design configuration, be propelled by applications of hydraulic and pneumatic pressure while maintaining its primary function as an internal cleaning device of conduits. When effectively and properly applied the poly pig shall clean and restore piping systems of all sizes, types, uses, and lengths to their design or maximum flow capacity.

Furnish poly pigs in sufficient numbers and sizes, of appropriate densities, coatings and configurations as manufactured by Knapp Poly Pigs of Houston, Texas or an approved equal.

Provide pig signal devices as required. These devices shall be those as manufactured by Maloney Pipeline Products, Houston, Texas or an approved equal.

11. Execution

A. Contractor will co-ordinate with the Collection System Supervisor to establish the cleaning procedure including the provision of:

1. Selection of starting and ending points for the cleaning process.

2. Evaluation of total volume of fluids to be used and the disposal and sources(s) of these fluids.

3. Mechanical or piping adaptation to the existing piping configuration.

4. Coordination and scheduling of the cleaning process to include selection of the distances and sizes of the piping to be cleaned as one procedure.

5. Immediately recommend alternative procedures to be applied if the cleaning of the system requires such remedial action.

B. Equipment shall be installed in accordance with manufacturer's recommendations.

C. Initial selection of the cleaning pigs 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.

12. Traffic Control & Maintenance of Traffic (MOT)

A. The Contractor shall be responsible for preparing and implementing the MOT on public roadways in accordance with published regulations (i.e., Manual or Uniform Traffic Control Devices, M.U.T.C.D., Florida Department of Transportation (FDOT) Roadway and Bridge Standard Index) requirements. The Contractor shall apply for the MOT permit and abide by all applicable laws, regulations and codes thereof pertaining to MOT on public streets, detour of traffic, traffic control and other provisions as may be required for this Project.

B. Implementing the MOT on public streets includes detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control, and other provisions, throughout the Project, as required by the City of Ormond Beach Department of Public Works, FDOT and Volusia County for specific roadways under their jurisdiction. Traffic shall maintained according to corresponding typical traffic control details as outlined in the above noted standards. The Contractor will not be permitted to isolate residences or places of business. Access shall be provided to all residences and places of business whenever construction interferes with the existing means of access. No street shall be completely blocked, nor blocked more than one-half at any time, keeping the other one-half open for traffic, without specific approval.

C. The Contractor shall provide all barricades with warning lights, necessary arrow boards and signs to warn motorists of the work throughout the Project. Adequate approved devices shall be erected and maintained by the Contractor to detour traffic around the work.

D. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. The Contractor shall provide necessary access to all adjacent property during work.

E. The Contractor shall be responsible for the provision, installation and maintenance of all MOT and safety devices outlined in the above noted standards. In addition, the Contractor shall be responsible for providing an individual, employed by the Contractor, and certified as "Work Zone Traffic Safety Supervisor" by the International Municipal Signal Association.

F. The Contractor should anticipate, and include in his bid, the possibility of being directed to work night and/or weekend hours to perform work in areas of heavy traffic and high flows or surcharges, which cannot be reduced during normal hours. No additional payment will be made for requiring the Contractor to work these special shifts.

13. Safety

The Contractor shall conduct operations in strict accordance with all applicable Federal, State and Local safety codes and statutes and shall be fully responsible and obligated to maintain procedures for safety of the public as well as work personnel and equipment involved in the Project.

14. Measurement and Payment

A. Bid Item No. 1 Pressure Main Cleaning

Payment will be made at the applicable unit price indicated in the Bid Form. Payment shall be full compensation for all materials, labor, and equipment required to clean the lines. No separate payment will be made for mobilization, demobilization or by-pass pumping. The City will remove and dispose of materials produced at the terminal manhole or pig retrieval site.

The quantity for payment will be the length of pipe acceptably cleaned, measured along the centerline of the pipeline.

B. Bid Item No.2 Maintenance of Traffic

Payment for this item shall be made at the Contract unit price and shall be full compensation for all labor, materials and equipment necessary to prepare the MOT permit if required and implement the MOT plan required by the City of Ormond Beach Public Works Department and/or other governing bodies to work within their right of ways. All Maintenance of Traffic work shall conform to the requirements of Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction latest edition and Design Standards for Design, Construction, Maintenance and Utility Operations on State Highway Systems, latest edition, Index No. 600 through 660.

The quantity for payment will be the number of days when work is being performed and a MOT plan is in effect.

C. Alternate Bid Item No. 1 Emergency Mobilization

Payment for this item shall be made for mobilization activities necessary to initiate cleaning to remove blockages within 48 hours of notification at the owner's request. Non-Emergency Mobilization costs are included in the bid item for pressure pipe cleaning.

The quantity for payment will be the number of occurences when an emergency response for pressure main cleaning is requested by the owner and initiated within the specified time frame.

D. Alternate Bid Item No. 2 Electronic Poly Pig Utilization

Payment for this item shall be made for utilization of an electronic poly pig detector at the City's request to locate areas of potential or suspected blockages, find lost valves or locate lines for mapping purposes. Payment for utilization of the electronic device will be the same, regardless of the size. No separate payment will be made for utilization of this device by the contractor to locate a stuck pig or assist with the cleaning effort.

The quantity for payment will be based upon the number of requests by the Owner to utilize an electronic device to perform specific tasks. No separate payment will be made for the use of multiple devices to perform the same task.

City of Ormond Beach

PRESSURE MAIN CLEANING SERVICES
Bid No. 2020-26
BID RESPONSE FORM

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

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174
Phone: (386) 676-3223

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

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

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

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

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date	Addendum Number
8-14-2020	1

Receipt of all of which is hereby acknowledged.

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

BID RESPONSE FORM
(continued)

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: Professional Piping Services

VENDOR/CONTRACTOR LICENSE NUMBER: CUC055717

ADDRESS: PO Box 7337

Wesley Chapel FL 33545

PHONE NO.: 813 994-0032 FAX NO.: 813 907-0902

SUBMITTER'S NAME: Roger M Cimbora Jr
(Typed or Printed in Ink)

TITLE: Operations Mgr

AUTHORIZED SIGNATURE: I, _____ hereby
(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

PRESSURE MAIN CLEANING SERVICES
Bid No. 2020-26

Item No.:	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1.	Pressure Pipe Cleaning				
	A. <3-inch diameter	5,000	LF	$5.66	$28300.00
	B. 4"- 8" inch diameter	10,000	LF	$2.85	$28500.00
	C. 10"-12" diameter	10,000	LF	$2.89	$28900.00
	D. 14"-16" diameter	2,000	LF	$10.74	$21480.00
	E. ≥ 18" diameter	100	LF	$78.00	$7800.00
2.	Maintenance of Traffic	10	DAY	$100.00	$1000.00

TOTAL BID FOR CONTRACT $115980.00
(Figures)

One Hundred Fifteen Thousand Nine Hundred Eighty Dollars
(Words)

Alt 1	Emergency Mobilization	1	EA	$5278.00	$5278.00
Alt 2	Electronic Poly Pig Utilization	1	EA	$5098.00	$5098.00

City of Ormond Beach

PRESSURE MAIN CLEANING SERVICES
Bid No. 2020-26

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.

Professional Piping Services
COMPANY NAME

Roger M Cimbora
AUTHORIZED SIGNATURE

Roger M Cimbora Jr
NAME (PRINT OR TYPE)

Operations Mgr
TITLE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

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

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Professional Piping Services
COMPANY NAME

Roger M Cimbora
AUTHORIZED SIGNATURE

Roger M Cimbora Jr
NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

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

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

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:

(1) A physical business and location address;
(2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
(3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
(4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
(5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

Local Vendor Affidavit of Eligibility N/A

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

ATTACHMENT A
CITY OF ORMOND BEACH
VENDOR/ CONTRACTOR REGISTRATION & INSURANCE REQUIREMENTS

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.

EXHIBIT A

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall

be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

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

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

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

(c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit

$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

D. Requirements for Certificates of Insurance

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

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

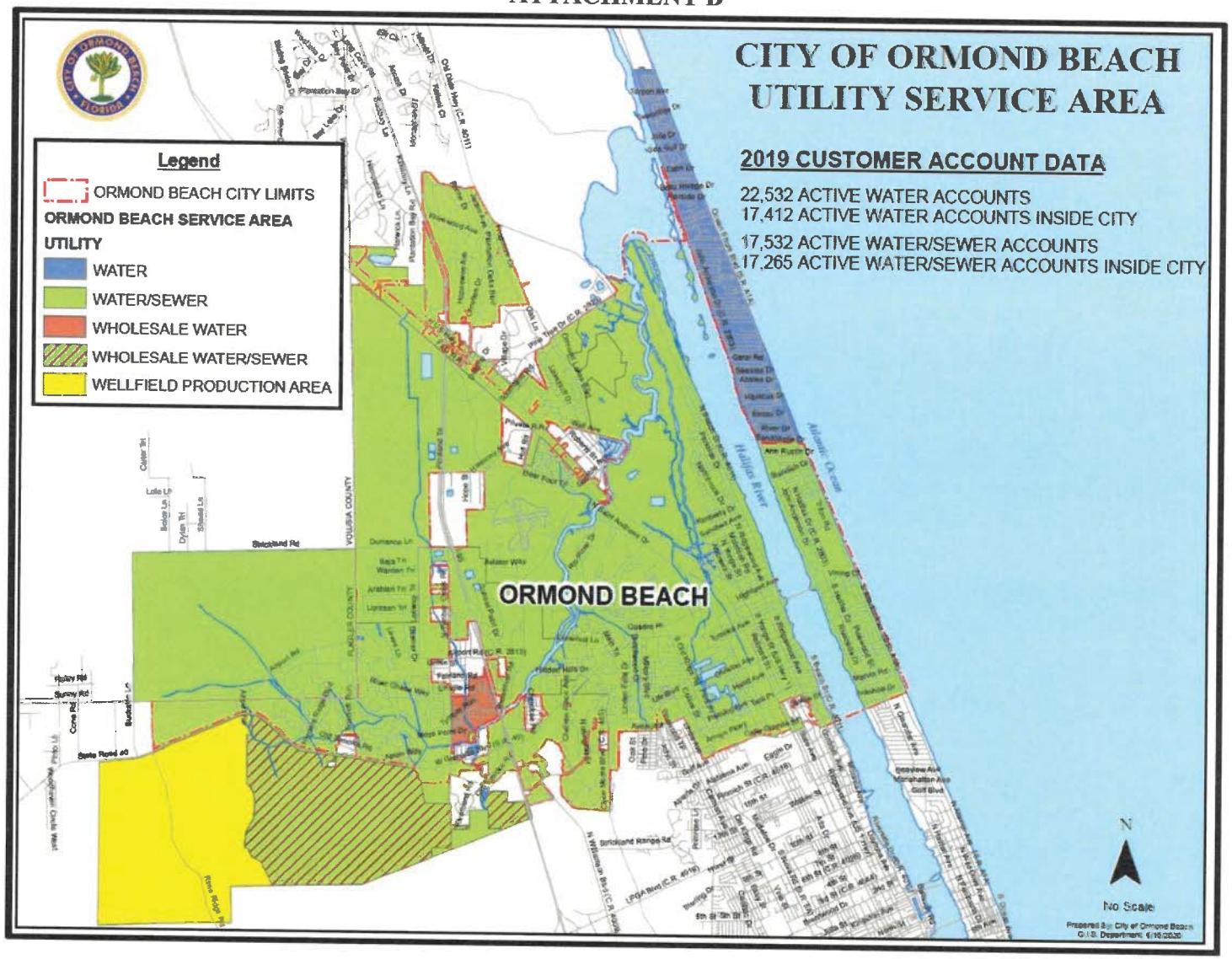
1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

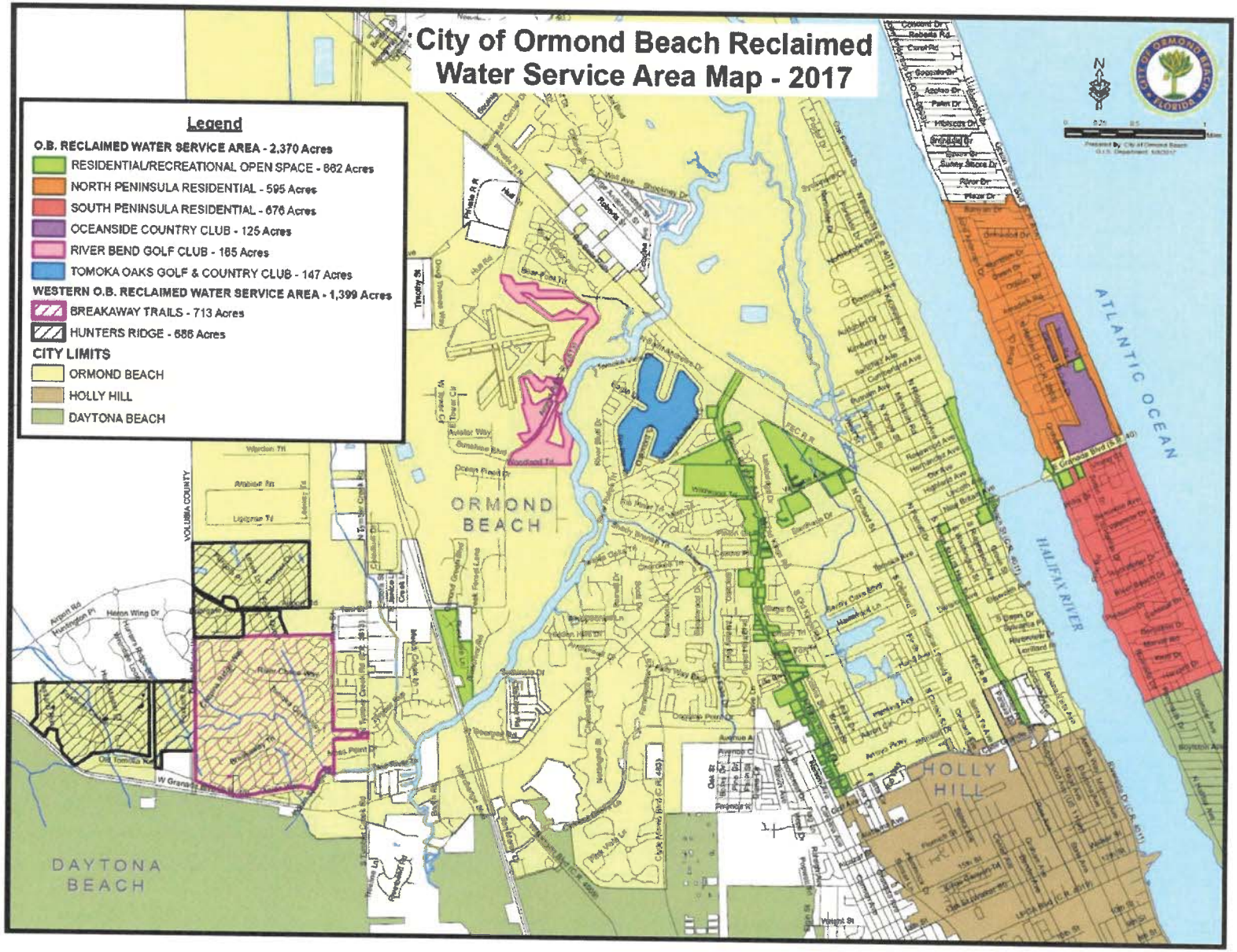
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

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

ATTACHMENT B




City of Ormond Beach Reclaimed Water Service Area Map - 2017
Legend
O.B. RECLAIMED WATER SERVICE AREA - 2,370 Acres
RESIDENTIAL/RECREATIONAL OPEN SPACE - 882 Acres
NORTH PENINSULA RESIDENTIAL - 595 Acres
SOUTH PENINSULA RESIDENTIAL - 676 Acres
OCEANSIDE COUNTRY CLUB - 125 Acres
RIVER BEND GOLF CLUB - 185 Acres
TOMOKA OAKS GOLF & COUNTRY CLUB - 147 Acres
WESTERN O.B. RECLAIMED WATER SERVICE AREA - 1,399 Acres
BREAKAWAY TRAILS - 713 Acres
HUNTERS RIDGE - 686 Acres
CITY LIMITS
ORMOND BEACH
HOLLY HILL
DAYTONA BEACH
ATLANTIC OCEAN
HALIFAX RIVER
ORMOND BEACH
HOLLY HILL
DAYTONA BEACH
VOLUSIA COUNTY

PROFESSIONAL PIPING SERVICES, INC.
The Piping System Cleaning Specialists
Certified Underground Utility Contractor
License No. CU-C055717

Joseph Franceschina - Field Technician

Employed since 2016 by Professional Piping Services, Inc., in the position of Field Technician. He is accredited with the Contractor Safety and Health Training Program, has successfully completed the forty hours OSHA, Health and Safety Training Course and is in complete compliance with the offsite training requirements of OSHA 29 CFR 1910.120 (E) (3) (I).

P. O. Box 7337, Wesley Chapel, Florida 33545
E-mail: ppsinc@tampabay.rr.com
Telephone (813) 994-0032 (800) 780-6098 FAX (813) 907-0902

Project Team Resumes

Roger M Cimbora, Jr. - Operations Manager

Employed since 1994 by Professional Piping Services, Inc., in the position of Operations Manager. He is certified and licensed by the State of Florida as an Underground Utility Contractor. His duties include pre and post construction project analysis, coordination of company efforts in the field as well as liaison with customer representatives. Assuring company compliance with engineering and specification requirements.

Daryle Buckley – Senior Field Supervisor

Employed since 2006 by Professional Piping Services, Inc., in the position of Field Technician, and promoted to Senior Field Supervisor 2014. He is accredited with the Contractor Safety and Health Training Program, has successfully completed the forty hours OSHA, Health and Safety Training Course and is in complete compliance with the offsite training requirements of OSHA 29 CFR 1910.120 (E) (3) (I), and Confined Space Entry for Construction & General Industry as per 29 CFR 1910.146/1926.1207/NFPA350/ANSI Z117

John Osborne - Field Supervisor

Employed since 2006 by Professional Piping Services, Inc., in the position of Field Supervisor. He is accredited with the Contractor Safety and Health Training Program, has successfully completed the forty hours OSHA, Health and Safety Training Course and is in complete compliance with the offsite training requirements of OSHA 29 CFR 1910.120 (E) (3) (I) and Confined Space Entry for Construction & General Industry as per 29 CFR 1910.146/1926.1207/NFPA350/ANSI Z117.

Gary Angermiller - Field Technician

Employed since 2016 by Professional Piping Services, Inc., in the position of Field Technician. He is accredited with the Contractor Safety and Health Training Program, has successfully completed the forty hours OSHA, Health and Safety Training Course and is in complete compliance with the offsite training requirements of OSHA 29 CFR 1910.120 (E) (3) (I).

Nicholas Bedami - Field Technician

Employed since 2016 by Professional Piping Services, Inc., in the position of Field Technician. He is accredited with the Contractor Safety and Health Training Program, has successfully completed the forty hours OSHA, Health and Safety Training Course and is in complete compliance with the offsite training requirements of OSHA 29 CFR 1910.120 (E) (3) (I).

P. O. Box 7337, Wesley Chapel, Florida 33545
E-mail: ppsinc@tampabay.rr.com
Telephone (813) 994-0032 (800) 780-6098 FAX (813) 907-0902

PROFESSIONAL PIPING SERVICES, INC.
The Piping System Cleaning Specialists
Certified Underground Utility Contractor
License No. CU-C055717

REFERENCES

Pinellas County
400 St. Ft. Harrison Ave
Clearwater, FL 33756
Annual Contract
Ron Moretuzzo
727-582-7022

Manatee County
PO Box 1000
Bradenton, FL 34206
Annual Contract
Marty Rafferty
941-795-3411

Seacoast Utility
4200 Hood Road
Palm Beach Gardens, FL 33410
Keith Haas
561-627-2900 ext 1350

City of St Cloud
PO Box 1300
St Cloud, FL 34769
Rick Mauro
407-709-3257

Palm Beach County
PO Box 4036
W Palm Beach, FL 33401
Conrad Thirbenny
561-307-8098

P. O. Box 7337, Wesley Chapel, Florida 33545
E-mail: ppsinc@tampabay.rr.com
Telephone (813) 994-0032 (800) 780-6098 FAX (813) 907-0902

ADDENDEM NO. 1

August 14, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 BID 2020-26 Pressure Main Cleaning Services

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The Project Manual shall be amended as follows:

Item 1: The following additional information is being provided in response to inquiries presented at the August 13, 2020 Pre-Bid Conference.

> **Question 1:** When is the deadline for submitting questions for this bid?
> **Answer 1:** The deadline for questions is August 24, 2020 at 5 PM. Submit all technical questions regarding this Bid in writing to the City's Purchasing Coordinator,Robert Schattie, by e-mailing robert.schattie@ormondbeach.org.
>
> **Question 2:** Can you please send me prior bid tabulation with bid unit price breakdowns?
> **Answer 2:** A copy of the previous bid tab plus the itemized breakdown is attacher herewith as part of this addendum.

Item2: Please delete "Page 19 of 34" from the "Invitation to Bid" and replace it with "Page 19R of 34."

Item3: Please delete "Page 21 of 34" from the "Invitation to Bid" and replace it with "Page 21R of 34."

In all other respects, except as specifically stated herein, the subject BID 2020-26 Presure Main Cleaning Services remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Professional Piping Services

SIGNATURE: [signature] **DATE:** 5/27/2020

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for **CITY OF ORMOND BEACH– BID 2020-26 Pressure Main Cleaning Services**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

City of Ormond Beach
BID OPENING TABULATION

Pressure Main Cleaning Services
Bid No. 2015-22

Bid Opening Date: January 15, 2015

Time: 2:00 P.M.

Company Submitting Bid And Address	Addendum	Total Bid
Professional Piping Services PO Box 7337 Wesley Chapel, FL 33545	✓	92,880.00
		Alt 1 = 5,278.00 Alt. 2 = 5,098.00

Opened By: (Signature) Purchasing Coordinator (Title)

Tabulated By: (Signature) Utilities Engineer (Title)

1. Pressure Pipe Cleaning

A. <3-inch diameter	5,000	LF	$5.66	$28,300.00
B. 4"- 8" inch diameter	10,000	LF	$1.55	$15,500.00
C. 10"-12" diameter	10,000	LF	$1.88	$18,800.00
D. 14"-16" diameter	2,000	LF	$10.74	$21,480.00
E. ≥ 18" diameter	100	LF	$78.00	$7,800.00
2. Maintenance of Traffic	10	DAY	$100.00	$1,000.00

TOTAL BID FOR CONTRACT $92,880.00

(Figures)

Ninety Two Thousand Eight Hundred Eighty Dollars

(Words)

Alt 1 Emergency Mobilization	1	EA	$5,278.00	$5,278.00

Five Thousand Two Hundred Seventy Eight Dollars

Alt 2 Electronic Poly Pig Utilization	1	EA	$5,098.00	$5,098.00

Five Thousand Ninety Eight Dollars

CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: October 6, 2020

Subject: Pressure Main Cleaning Services Bid Award

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request to award a unit price contract to Professional Piping Services, Inc., to perform pressure pipe cleaning services on the City's various utility water and sewer piping systems located within the City's utility service area.

Background

Several areas within the City have piping infrastructure designed and constructed to meet existing and future anticipated flow needs. At piping locations where minimum flow values and corresponding scour velocities are not achieved, solid settling occurs at various low points or valleys eventually causing main blockages. Additional obstructions such as grease, non-disposable items, and other debris, are also found in utility piping systems that restrict normal pipe flow and may lead to undesirable spills and overflows.

A continuing contract for pressure pipe cleaning services was originally solicited by City staff and advertised for bids in December 2014. The contract established unit prices per linear foot for various ranges of diameters of piping to be cleaned. After being successfully utilized for the maximum five-year duration, the contact expired in February 2020. Staff subsequently updated the bid documents and advertised for services in August of 2020.

Discussion

The City received and opened bids for this project on September 2, 2020. One (1) bid was received with unit prices varying between $2.85 to $10.74 per linear feet for standard pipe sizes up to 16” in diameter, as shown in the attached bid proposal. The various piping groups and bid lengths illustrated on the bid form resulted in a tabulated total amount of $115,980 for overall bid evaluation.

Alternate bids for emergency response charges and electronic poly pig utilization for location services were also obtained for situations where these specified services are determined necessary. The additional bid price for emergency response mobilization is a lump sum unit price of $5,278 and utilization of an electronic poly pig for location purposes is a lump sum unit price of $5,098. The apparent low bidder is Professional Piping Services, Inc., which has provided satisfactory performance of pressure main cleaning services for the City in the past and provides verification of required qualifications.

The services contract will enable City staff to schedule and have performed necessary pipe cleaning activities to prevent blockages from adversely affecting pipe capacity where operational characteristics have declined from a loss of flow or increased pressures. In addition, having an established contract enhances staff's ability to establish, budget and schedule preventative maintenance pipe cleaning activities that improve system reliability.

Budget Impact

Funding for these contract services has historically and consistently been budgeted in the amount of $77,750 within the Water and Wastewater Operating Fund, under the designation of other contractual services. For FY20/21, the budgeted amount has been reduced to $72,500. The contract for pressure pipe cleaning services provides a fixed unit pricing for indicated pipe sizes for an initial three (3) year term with an option to renew for two additional one-year periods.

Citizen Impact

Periodic cleansing of mains improves system operating pressures and lowers pumping costs. Additionally, cleaning mains minimizes the potential for main blockages that can result in service disruption and associated sanitary overflows. Therefore, main cleaning safeguards public health, safety and welfare the protects the environment.

Recommendation

Staff recommends award of the Pressure Pipe Cleaning Services Contract to the low bidder, Professional Piping Services, Inc., for an initial term of three years for the unit pricing amounts contained in the bid proposal for piping diameter size ranges depicted. The contract may also be automatically renewed for two additional one-year periods on a unit price basis.

Attachments:

- 20-143 Pressure main cleaning-Professional Piping Svcs (P20-0165G) (PDF)
- Professional Piping agr (PDF)
- 2020-26 Bid Tab Combined (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 9/28/2020

Claire Whitley, Assistant City Manager 9/28/2020

APPROVED BY:

Joyce A. Shanahan, City Manager 9/30/2020

City of Ormond Beach
BID OPENING TABULATION
Pressure Main Cleaning Services
Bid No. 2020-26

Bid Opening Date: September 2, 2020
Time: 2:30 P.M.

Company Submitting Bid	Company Address	Bid Bond	ADDENDUM	Total Bid
Professional Piping		X RS	Yes	115,980.00
				ALT 1 5278.00
				ALT 2 5098.00

Opened By: Robert Schatte
(Signature)
Purchasing Coordinator
(Title)

Tabulated By: Rogly Smith
(Signature)
UTILITIES ENGINEER
(Title)

BID OPENING TABULATION

Project: Pressure Main Cleaning Services

Bid Number: 2020-26

Date & Time: September 2, 2020 2:30pm

Contractor	Addendum 1	Bid Bond	Alt 1	Alt 2	Total BID
Profession Piping	YES	No	5,278.00	5,098.00	115,980.00

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

Robert Schattie
Purchasing Coordinator
Robert Schattie

City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 7.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Auto Renewal - Pump & Motor Repair Services		
Summary:	This agenda item is to inform the City Commission that staff intends to utilize the auto-renewal portion of the contract with Florida Armature Works, Inc., Ruby Industrial Technologies, LLC d/b/a Kaman Industrial Technologies, and Stewart's Electric Motor Works, Inc. for pump and motor repair services. An auto-renewal provision allows a contract to extend beyond its initial term without requiring formal renewal action. Once the contract reaches its end date, it automatically renews for an additional term, unless either party gives notice of intent to terminate or modify within a specified time frame. This ensures continuity of services while minimizing the need for renegotiation each time the contract term expires. However, it's important to monitor such provisions to ensure they align with the City's goals and budget. The City entered into a contract with Florida Armature Works, Inc., Ruby Industrial Technologies, LLC, and Stewart's Electric Motor Works, Inc. to provide pump and motor repair services on an as-needed basis, under Resolution 2020-184. The 3 year contract began on December 1, 2020. This contract allows for 2 one-year auto-renewals. Staff intends to utilize the second auto-renewal within this contract, adding 1 addional year, thereby extending the contract until November 2025. Under the current contract, Florida Armature Works, Inc., Ruby Industrial Technologies, LLC, and Stewart's Electric Motor Works, Inc., have provided reliable and high-quality service to the City. The pump and motor repair services provided have aided in keeping the City's utility systems in operation, allowing the City to maintain the level of service expected by its customers.		
Financial Impact:	The City anticipates spending approximately $120,000 on Pump and Motor Repair Services this fiscal year. This estimate is based on funds		

	utilized in previous fiscal years. Fund 401 - Water and Wastewater Operating Account has sufficient funds in FY 2024-25 for these services.
Citizen Impact:	Proper maintenance and repair of the City's pumps and motors is an essential component in maintaining daily utility operations. Contracting with knowledgeable, reputable, and experienced vendors aids in maintaining public health, safety, and overall permit compliance.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of a one-year auto-renewal to the pump and motor repair services contracts with Florida Armature Works, Inc., Ruby Industrial Technologies, LLC, and Stewart's Electric Motor Works, Inc.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. RES 2020-184 (7K)
Approval:	Kelly McGuire, Finance Director 10/16/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/23/2024 Joyce Shanahan, City Manager 10/23/2024

RESOLUTION NO. 2020-184

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH THREE PROFESSIONAL FIRMS FOR UTILITIES MOTOR AND PUMP REPAIR SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2020-13; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (RFP 2020-13) for motor and pump repair services on an as needed basis relative to various mechanical and electrical utilities infrastructure throughout the City ("the Project"), and

WHEREAS, the City's professional staff have reviewed the proposals received and have negotiated contracts with three (3) firms to provide the aforedescribed repair services (copies of said proposals being incorporated in the contracts which are attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing, the City's professional staff recommends that the City Commission accept the proposals of Florida Armature Works, Inc., Ruby Industrial Technologies, LLC d/b/a Kaman Industrial Technologies, and Stewart's Electric Motor Works, Inc. to provide repair services for the Project at the prices set forth on the attached contracts, and

WHEREAS, the City Manager has certified that money for the project, not to exceed $350,000.00 annually, has been appropriated to the Water & Wastewater Operating Fund, the Water Treatment Plant Repair & Maintenance Fund, the Wastewater Treatment Plant Repair and Maintenance Fund, and the Capital Project Fund and the said funds have not been appropriated for any other purpose, and

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

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Florida Armature Works, Inc. to provide utilities motor and pump repair services on an as needed basis relative to various mechanical and electrical utilities infrastructure throughout the City.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Ruby Industrial Technologies, LLC d/b/a Kaman Industrial Technologies to provide utilities motor and pump repair services on an as needed basis relative to various mechanical and electrical utilities infrastructure throughout the City.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Stewart's Electric Motor Works, Inc. to provide utilities motor and pump repair services on an as needed basis relative to various mechanical and electrical utilities infrastructure throughout the City.

SECTION FOUR. All other proposals relative to the aforedescribed Project shall be deemed rejected upon the execution of contracts with Florida Armature Works, Inc., Ruby Industrial Technologies, LLC d/b/a Kaman Industrial Technologies, and Stewart's Electric Motor Works, Inc.

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

APPROVED AND AUTHENTICATED this 1st day of December, 2020.

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2020\12-01-20\20-184 Motor & Pump As Needed Svcs (P20-0187G).docx

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Florida Armature Works, Inc.** ("Contractor"), 2460 Smith Street, Kissimmee, FL 34744, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposal (RFP 2020-13, "Utilities Motor and Pump Repair Services") dated September 16, 2020, along with Addendum No. 1, attached hereto as Exhibit "A", and the Proposal dated September 16, 2020, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years with two (2) automatic one-year renewal options for a total not to exceed five (5) years, unless either party provides at least ninety (90) days prior written notice of its intent not to renew the Agreement.

3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Florida Armature Works, Inc.**
Joyce Shanahan, City Manager	Herman Garcia, Vice President
(copy to City Attorney)	2460 Smith Street
22 South Beach Street	Kissimmee, FL 34744
Ormond Beach, FL 32174	

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of

this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Each Occurrence
	$300,000 General Aggregate*
	$300,000 Aggregate Products & Completed Operations
	$ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence

	$1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall

be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly

nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

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

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

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

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

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS

AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

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

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

DATED this 1 day of December, 2020.

Witnesses:

Wendy Hontz

Print Name: Wendy Hontz

Cassidi Ritz

Print Name: Cassidi Ritz

CITY OF ORMOND BEACH

By: Bill Partington

BILL PARTINGTON
Mayor

By: Joyce Shanahan

JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2020.

Witnesses:

Steve Barnett

Print Name: Steve Barnett

Steve Barnett

Print Name: Steve Barnett

FLORIDA ARMATURE WORKS, INC.

By: _____

Print Name: German Garcia

Title: President

Attest: _____

Print Name: HERMAN GARCIA

Title: VICE PRESIDENT

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **UTILITIES MOTOR AND PUMP REPAIR SERVICES**

RFP NUMBER: **2020-13**

RFP DUE DATE & TIME: **September 16, 2020 at 2:00 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 1, 2020 at 10 a.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

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

PROPOSER'S NAME: Florida Armature Works, Inc.

PROPOSER'S MAILING ADDRESS: 2460 Smith St.

CITY-STATE-ZIP: Kissimmee, FL 34744

F.E.I.N.: 59-3263174

PHONE NUMBER: 407.846.1745 EMAIL: Herman@flarmworks.com

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Herman Garcia
NAME (TYPED)

Vice President
TITLE

9/14/2020
DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

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

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

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

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

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

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

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

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

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

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

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

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

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

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

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13

I. INTRODUCTION

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide pump and motor repair services on an "as needed basis" for the Utilities Division of the Public Works Department. Award may be made to one or more firms, and no guaranteed quantity of work is offered. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

To be considered, bidders must submit one (1) signed and unbound original of the complete proposal packet, including all required attachments, along with one (1) full complete electronic file of the proposal in pdf format on either a CD or thumb drive by the closing date and time. Responses shall be submitted in sealed envelopes and clearly identified as "**UTILITIES MOTOR AND PUMP REPAIR SERVICES**" and reference **RFP No. 2020-13"** on the outside of the envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Bids delivered after the time and date specified will not be accepted.** The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required. For any question regarding bid delivery contact the purchasing office at 386-676-3223.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extends outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2019 included 22,532 active water accounts, of which 17,412 were located within the City limits. Records indicate there were 17,532 active water & sewer accounts, of which 17,265 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

The Utilities Division of the City's Public Works Department is responsible for providing quality potable water, sanitary sewer and reclaimed water services to utility customers in a manner that balances social, environmental, and economic factors. The Utilities Division of the Public Works Department consists of five operating sections: Water Production, Water Reclamation (sometimes referred to as the Wastewater Treatment Facility), Potable Water Distribution, Wastewater Collection & Reclaimed Water Distribution, and Equipment Maintenance.

The Water Production Division is responsible for the safe and efficient operation of the City's Water Treatment Plant (WTP), 19 wells, 3 water storage tanks, and four water distribution booster stations. The WTP has a design capacity of 12.0 million gallons per day.

The Water Reclamation Facility (also referred to as the Wastewater Treatment Facility) is responsible for the safe and efficient treatment of wastewater, the supply of reclaimed water for irrigation, and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The City's Water Reclamation Facility is designed to treat sewage at a rate of 8 million gallons per day. The City utilizes 76 sanitary sewer lift stations to transmit wastewater to the Wastewater Reclamation Facility. Meanwhile, the reclaimed water system has a permitted capacity of 10 million gallons per day, and utilizes 3 reclaimed water storage tanks and associated pump stations.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide **UTILITIES MOTOR AND PUMP REPAIR SERVICES** on an "as needed" basis. The term of this contract shall be for an initial three (3) year agreement. The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year

period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding.

B. Scope of Work:

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. Awarded firms will be responsible for:

1. Pickup of equipment requested for evaluation and/or repair from affected City of Ormond Beach facility within 72 hours of request.
2. After assessment of equipment, development of a quote for the work necessary to repair to include pricing in accordance with the agreement and timeline to complete the work
3. Execution of work on the equipment, once a Purchase Order referencing the quote has been issued
4. Timely completion of the work
5. Return of repaired equipment within 48 hours of completion of work
6. General responsiveness to requests for evaluation/repair, phone calls and emails

Service under this award will include a full range of pump and electric motor repair services. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. Firms selected shall be capable of providing services including, but not limited to, the following:

PUMP REPAIR SERVICES:
Shaft Repair
Shaft Replacement and Bearing Replacement Seal Repair
Seal Replacement
Wear Ring Replacement Impeller Repair Impeller Replacement
Apply Protective Coatings Volute Repair
Volute Replacement Casing Repair Casing Replacement Dynamic Balancing
Clean Pump Assembly of Pump
Performance Testing Pump Curves
Provide Detailed Shop Reports, and Recommendations

ELECTRIC MOTOR REPAIR SERVICES:
Repair Shaft
Replace Bearings
Rewind Motor
Dip and Bake Motor
Balance Motor
Motor Diagnostic

MOTOR TESTING SERVICES:
Megging
HiPot Testing
Surge Testing
Voltage Drop Testing
Core Loss Testing
Provide Detailed Shop Reports and Recommendations

III. PROPOSAL REQUIREMENTS

A. Inquiries

Inquiries concerning this Request for Proposals shall be submitted to the attention of the Purchasing Coordinator by email to robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, NO questions will be responded to after September 8, 2020 at 5 p.m. which is eight (8) days prior to the submittal due date. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

B. Submission of Proposals

Submittals will not be evaluated on the aesthetics of the package. Non-recyclable materials are discouraged. Points may be deducted for Responses that exceed seventy-five (75) pages.

The following material must be received no later than 2:00 p.m. on September 16, 2020 for a proposing firm or individual to be considered:

1. One (1) original, unbound copy and one (1) digital copy contained on a CD or flash drive with all the same documents in a PDF format. The proposal shall include the following:

    a. Title Page: Title page marked, "**UTILITIES MOTOR AND PUMP REPAIR SERVICES**", the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

    b. Table of Contents: Include a clear identification of the material included in the proposal by page number.

    c. Standard General Requirements: Include Proposer's name and principal address; contact person's name and title; telephone and fax number; FEIN; number of years organization has been in business; number of years your firm

has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

d. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

e. Technical Qualifications of Firm: Provide a description and overview of firm, including the size, range of activities, licenses, certifications etc. Detail expertise in, and experience with troubleshooting and repair of pumps and electric motors such as lift station pump/motors, well pump/motors, transfer pump/motors, and high service pump/motors (5 HP to 300 HP and up to 5000 GPM) of similar size and materials. (Limit response to two pages maximum) Identify any subcontractors(s) that will be involved if work not performed in house, including address and a description of qualifications. (Limit response to one page maximum per subcontractor)

f. Technical Qualifications of the Project Team: Identify the primary individuals (Project Team) who will be responsible for supervising, managing and executing the work for this Contract. List all certifications appropriate to the work. (Limit response to one page per person)

g. References: Using the "List of References" sheet supplied herewith, provide list of six (6) utility clients for whom work has been performed within the past 5 years. Be sure to include:
   - Entity/Client
   - Location
   - Year Completed
   - Client contact name, Phone and Email
   - Types of equipment serviced

h. Responsiveness: Describe your approach to timely completion of work and provide general turnaround times.

i. Pricing: Provide not to exceed pricing using the Proposal Pricing Form.

j. Location: Provide shop location(s) where the bulk of work will occur and indicate which member of the Project Team primarily works from each. Provide information on alternate or backup facilities, if available. Points shall be awarded as follows: Within 25 miles of Ormond City Hall (15 points), Within 50 miles of Ormond Beach City Hall (10 points), Within 100 miles of Ormond Beach City Hall (5 points), Beyond 100 miles of Ormond Beach City Hall (0 points)

IV. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

EVALUATION CRITERIA	MAXIMUM POSSIBLE POINTS
Technical Qualifications of Firm	20
Technical Qualifications of Project Team	20
References	20
Responsiveness	10
Pricing	10
Location	15
Completeness of Proposal	5
TOTAL	100

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

V. TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with Federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time.

F. Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm(s) selected.

G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13
LIST OF REFERENCES

1. Entity/Client			
Location		**Year Completed:**	
Client Contact Name			
Email		**Phone:**	
Types of equipment serviced			

2. Entity/Client			
Location		**Year Completed:**	
Client Contact Name			
Email		**Phone:**	
Types of equipment serviced			

3. Entity/Client			
Location		**Year Completed:**	
Client Contact Name			
Email		**Phone:**	
Types of equipment serviced			

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13
LIST OF REFERENCES

4. Entity/Client			
Location		**Year Completed:**	
Client Contact Name			
Email		**Phone:**	
Types of equipment serviced			

5. Entity/Client			
Location		**Year Completed:**	
Client Contact Name			
Email		**Phone:**	
Types of equipment serviced			

6. Entity/Client			
Location		**Year Completed:**	
Client Contact Name			
Email		**Phone:**	
Types of equipment serviced			

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13

PROPOSAL PRICING –Motor and Pump Repair

Proposer submits the following prices for the work described in this solicitation:

Item of Work	Per (Unit)	Unit Price
1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	$
2. Crane Truck Service (including operator) for removing and install pump or motor	HR	$
3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	$
4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and holidays	HR	$
5. Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm	HR	$
6. Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays	HR	$
7. Tear Down and Inspection	HR	$
Parts Allowance: Cost plus markup %		___ .___%

Risk Management and Insurance Requirements

A. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

B. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

$100,000. Each Accident Bodily Injury by Accident
$100,000. Each Employee Bodily Injury by Disease

$500,000. Policy Limit Bodily Injury by Disease

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	Limits (not less than)	
$0 - $25,000	$300,000	Each Occurrence
	$300,000	General Aggregate*
	$300,000	Aggregate Products & Completed Operations
	$ 25,000	Fire Damage (any one fire)
$25,001 - $250,000	$500,000	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurenca/$2 Million General Aggregate]	

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	Limits (not less than)
$0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

C. Requirements for Certificates of Insurance

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

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial

General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

4. The City shall be listed as a named insured on all policies of insurance and certificates thereof.

REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020-13

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[x] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[x] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Florida Armature Works, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Herman Garcia
NAME (PRINT OR TYPE)

Vice President
TITLE

REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 - 13

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Florida Armature Works, Inc.
Company Name

Authorized Signature

Herman Garcia
Print Name

Vice President
Title

ADDENDEM NO. 1

August 17, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The Project Manual shall be amended as follows:

Item 1: The following additional information is being provided in response to inquiries submitted to the Purchasing Coordinator.

Question 1: What is the budgeted amount for this service?
Answer 1: The annual budgeted for repair and maintenance typically totals approximately $200,000 for Water and $120,000 for Wastewater for a total of $320,000.

Question 2: Is there an itemized motor/pump listing?
Answer 2: No itemized listing of motor and pumps exists. However, Page 8 of 24 of the Bid Specifications provides a detailed overview of the utility facilities, which is intended to provide prospective bidders with an appreciation of the corresponding infrastructure required to operate the system described.

Question 3: Will the city pick one vendor for both pump and motor repair or would you consider dividing the two services between suppliers?
Answer 3: The City plans to select a minimum of two vendors for the services described. Selection will be based upon qualifications, experience, and other factors detailed in the Specifications.

Question 4: The pay item does not include mobilization. Can the Contractor assume they will be compensated at the itemized rate on the bid sheet per google maps from their base, to the requested site, and back to base?
Answer 4: No, the City will not compensate the contractor for mobilization. Page 9 of 24 details the Scope of Work. City forces shall remove equipment, and then load the equipment on the contractor's vehicle for the contractor to transport to and from the contractor's shop for repair. Once the contractor transports the repaired equipment back to the City, then the City shall remove the item from the contractor's vehicle and City forces shall reinstall the equipment.

Question 5: Can the owner give brand, and model numbers for the (19) Well's, (76) Lift Station's, and (4) Booster Stations?
Answer 5: The requested information for brands and models is not available. Multiple styles, brands, sizes and manufacturers for pumps and motors are utilized.

Question 6: Are there any overhead power service's that would need to be removed prior to any of removal of equipment that would prevent the crane from safe working practices? If so will the City be responsible for contacting power company for this portion of work?
Answer 6: Under this contract, City forces anticipates removing and reinstalling pumps and motors, including crane operation and coordination with FPL.

Question 7: Would you please clarify as to the intended focus of this contract?
Answer 7: This RFP primarily focuses on repair and refurbishment of pumps and motors at treatment plants as well as the pumps and motors for equipment at remote pumping stations which utilize High Service Pumps. The work also includes pumps and motors associated with submersible sewage pumping stations, where the City is standardized on Flygt Pumps. *This contract is not intended for work associated with water production wells. Potential bidders are advised that the City is actively planning to advertise a separate contract focusing on Well Repairs and Rehabilitation.*

Question 8: Can you please send me prior bid tabulation with bid unit price breakdowns?
Answer 8: The City has not previously had a contract for these types of services.

In all other respects, except as specifically stated herein, the subject RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Florida Armature Works, Inc.

SIGNATURE: _____ **DATE:** 9-16-2020

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for **CITY OF ORMOND BEACH – RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

2460 Smith Street
Kissimmee, FL 34744

FLORIDA ARMATURE WORKS, INC.

Phone: (407) 846-1745
Fax: (407) 846-6129

Letter of Transmittal

September 16th, 2020

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

Subject: Utilities Motor and Pump Repair Services

To Whom It May Concern:

We are writing you with the proposal titled "Utilities Motor and Pump Repair Services." The purpose of writing this proposal is to inform the City of Ormond Beach of our qualifications as a firm and its employees, experience in working with municipalities like yourselves, and the expectations you will receive if you decide to work with Florida Armature Works. This Proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

All decision makers, including myself, have reviewed the proposal and understand what's expected from the awarded bidder. Along with reviewing the proposal we have put together our best effort in gathering all the documentation needed to submit the proposal. We believe our quality as well as turnaround time is best suited for this type of contract as we have already proven ourselves with a larger contract in that past that lasted several years. We hope you will take our proposal into consideration, as our offer is firm for the entire period of this contract.

Sincerely,

Herman Garcia
Vice President

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **UTILITIES MOTOR AND PUMP REPAIR SERVICES**

RFP NUMBER: **2020-13**

RFP DUE DATE & TIME: **September 16, 2020 at 2:00 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 1, 2020 at 10 a.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

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

PROPOSER'S NAME: Florida Armature Works, Inc.

PROPOSER'S MAILING ADDRESS: 2460 Smith St.

CITY-STATE-ZIP: Kissimmee, FL 34744

F.E.I.N.: 59-3263174

PHONE NUMBER: 407.846.1745 EMAIL: Herman@flarmworks.com

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Herman Garcia
NAME (TYPED)

Vice President
TITLE

9/14/2020
DATED

REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020-13

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[x] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[x] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Florida Armature Works, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Herman Garcia
NAME (PRINT OR TYPE)

Vice President
TITLE

REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 - 13

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Florida Armature Works, Inc.
Company Name

Authorized Signature

Herman Garcia
Print Name

Vice President
Title

tilities otor and ump epair ervices

- 0 0-1

eptember 16th, 0 0

FLORIDA ARMATURE WORKS, INC.

HERMAN A. GARCIA

FLORIDA ARMATURE WORKS, INC.
2460 SMITH ST.
KISSIMMEE, FL 34744
407.846.1745

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C. Standard General Requirements

Overview:

Florida Armature Works, Inc. is a family owned and operated electric motor and pump repair center located at 460 mith t. Kissimmee, FL. Since being established in 1993, we have committed ourselves to our customers by providing quality workmanship and efficient customer service. Our highly skilled technicians have over 100 years of combined experience in the electrical apparatus repair industry. In the past 25 years we have grown from a two man shop repairing pool motors and smaller industrial motors, to 11 full time employees with the capability of working on Motors as large as 800 Horse power. We previously held a contract that serviced over 430 lift stations as well as 10 combined Waste Water Treatment Plants and Water Treatment Plants. Currently, we hold seven contracts with various municipalities, from locations far south as Jupiter, FL to far west as Pinellas County, FL.

Since the beginning, Florida Armature Works has worked on vast machinery that pumps water or generates power. From Floway turbine pumps, to Flygt submersible pumps, to U.S. Motor or Leeson, we have never shied away from a project that was within our capability. Over the years we have seen an increase in the repairs for submersible pumps, which we would say is our expertise. By having an onsite machine shop this allows us to either repair damaged parts or machine a brand new part to the manufactures specifications. Being able to work on these items in-house, has allowed us to pass the savings onto our customers through lower repair costs. Florida Armature Works does have access to majority of the OEM parts, but we leave it to the discretion of the customer if they want to spend the extra money which can lead to a longer lead time due to availability.

Being a member of EASA (Electrical Apparatus Service Association) allows us to use EASA's many resources such as, direct technical consulting/support, the industry repair standard, education, technical resources, software, management and sales training, industry research, networking and more. This has allowed us to elevate our performance and success. We have recently been added as a Service Warranty Repair Center for the Leeson Motor brand but this does not limit us to the brands of motors we can work on.

eneral nformation:

roposers ame and ddress : **Florida Armature Works, Inc. - 2460 Smith St. Kissimmee, FL**
ontact erson: **Herman Garcia - Vice President**
elephone and ax: **407.846.1745 / 407.846.6129**
- 59-3263174
umber of ears in Business: **27**
umber of ears you firm has been in business under present name: **27**
umber of ears your firm has be in business in work specific to this : **27**
ames and itles of all fficers: **German Garcia - President, Leslie Barnett - Vice President, Herman Garcia - Vice President**

Please note that our firm has never had in legal proceedings brought forth to us nor have any of our officers be in any Criminal Proceedings.

2460 Smith Street
Kissimmee, FL 34744

FLORIDA ARMATURE WORKS, INC.

Phone: (407) 846-1745
Fax: (407) 846-6129

Letter of Transmittal

September 16th, 2020

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Subject: Utilities Motor and Pump Repair Services

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Sincerely,

Herman Garcia
Vice President

e. Technical Qualifications of Firm

Florida Armature Works, Inc. provides Industrial Motor Services and Submersible Pump repairs for a customer base that ranges from Municipalities to private industries such as Golf Courses, Food Processing and Hospitality. German Garcia, Founder of Florida Armature Works, has always prided himself with quality workmanship, affordable repair cost and completion in a timely manner. In doing so, all equipment repairs are done in house with no use of a contractor. Having a team with over a 100 years experience combined has allowed us to grow and service many customers under multi-year contracts. Below, you will see how we treat each individual repair.

The FAW Process:

a. Testing and Inspection
b. Disassembly
c. Stator Testing
d. Rewind Process
e. Varnish Process
f. Mechanical Fittings
g. Quoting
h. Dynamic Balancing
i. Assembly
j. Testing

Testing and Inspections:

Inspection is a critical portion of the job and defines the entire scope of work. Motors are disassembled, cleaned and exposed to several test and measurements. Motors are visually inspected and photos are taken of the exterior. A failure assessment is conducted and suggested causes are noted with possible photos of the cause of failure. Electrical testing begins after a physical assessment of condition for suitability to test run. Windings are tested to ensure that there are no grounds, short circuits open circuits incorrect connections or high resistance connections.

Disassembly:

Motors are assigned to a mechanic in which they are provided our "repair forms" with all the motor name plate information. During the dismantling process, the mechanic notes all results from the dismantling process which includes:

1. Physical assessment
2. Test run (if possible)
3. Disassemble
4. Stator Testing
5. Mechanical Fittings inspection (machine work)
6. Parts required
7. Turn In Paperwork

All Job Forms are then reviewed by the shop foreman and discussed with the account manager in which he or she will work on pricing

Stator Testing:

There are four different types of tests we perform throughout the process of our inspecting and repair process in no specific order:

1. The Hipot Test for Dielectric Strength: Determining Efficacy of Cable Insulation
2. The Surge Test: Isolating Shorts and Detecting Burnout
3. The Megger Test: Evaluating Critical Insulation Performance
4. The Core Loss Test: Ensuring Quality and Reliability

The Megger tester applies a high voltage to a system for a prescribed length of time, measuring the leakage current through the insulation. This measurement is expressed as resistance and, when tested periodically, can be used to graph and evaluate the condition of a motor's overall insulation over time. With the Hipot test, we are trying detect for weaknesses and potential for failure within cable or wire insulation by Using either AC or DC voltage, the hipot test involves applying current between electrical circuits and the frame. Once the stator is ready, we perform a Core Loss Test which can indicate the difference between a motor's input and output power, and these statistics can then be charted against acceptable levels and industry standards. While some loss is normal, a significant loss can reveal repairable problems before they become serious. Once the stator is rewound, we then Surge Test the stator which serves as a way to identify a shorted conductor turn (on the same phase) and can occur during coil manufacturing, the winding, process or applied as condition assessment to an operating motor.

Rewind Process:

All motors are rewound with inverter duty wire to help perform at the highest efficiency as possible. Florida Armature Works Uses Class H insulation which is one of the highest standards compared to the normal Class F insulation coming from the manufacturer. A controlled burn out method is used to weaken the insulation and windings in which the windings are later cut and pulled. Florida Armature Works uses the EASA Process when rewinding, in which you can find a more detailed process.

(https://easa.com/resources/software/how-to-wind-three-phase-stators)

1. Taking Data
2. Core Testing
3. Coil Cutoff
4. Burnout Procedures
5. Winding Stripping Procedures
6. Core Preparation
7. Coil Making
8. Winding Insulation and Coil Insertion
9. Internal Connections
10. Lacing and Bracing of Windings

11. Inspection of Untreated Windings
12. Testing Untreated and Treated Windings
13. Winding Treatment

Motor Varnish Process:

The varnishing method used in the repair process is important for efficiency and for the application of the electric motor or pump. Varnishing the windings of an electric motor or pump stator functions to insulate the windings from contaminants, to make the windings rigid and tight, and to dissipate heat. All windings varnished by Florida Armature Works carry a Class H insulation rating, resulting in optimal efficiency.

Florida Armature Works uses Permafil 74043 varnish which is one of the highest bond strength varnishes used in the standard dip and bake process. Florida Armature Works does not use the Vacuum Impregnation System as the majority of motors repaired by Florida Armature Works are low voltage motors and are random/mush wound in which the two dip and bake process with our varnish exceeds EASA standards.

1. Heat windings by baking
2. Dip windings
3. Bake windings
4. 2nd dip
5. Bake winding

Mechanical Inspection:

The inspection for all parts wear and damage before and after cleaning is conducted as well as examining the Insulation for evidence of degradation or damage, such as:

1. Puffiness, cracking, separation or discoloration
2. Contamination of coil and connection surfaces
3. Abrasion or other mechanical stresses
4. Loose wedges, fillers, ties, and bandings

Bearing seats, passage and shafts are inspected with calibrated micrometers and bore gauges. All fits are measured at up to nine point's standard, depending on housing depth or journal width. Shafts are checked for wear, cracks, scoring and straightness. Shaft extension dimensions are checked to standard dimensions. Bearing housing and shaft bearing fits are measured and compared to design specifications referencing OEM specifications if available or customer specifications if provided.

Quoting:

Once the process of inspection is completed, a designated officer will meet with the shop foreman to go over the paper work to discuss the following:

1. Repairs needed
2. Time needed for repairs
3. Defected parts for replacement

4. Mechanical fittings (machine work)
5. Time needed for Machine work (pictures)
6. Total hours needed for completion
7. Estimated completion date

These steps help with a more accurate quote as once the quote is emailed, prices typically do not change. Repairs are started once we receive a purchase order to complete the repairs.

Dynamic Balancing:

Rotor Balancing is a type of analysis that compares the vibration profile with the rotation of a mechanical element to characterize inconsistent weight distribution around the diameter while calculating the amount and position of the weight necessary to offset the net imbalance.

The balancing procedure consists of four steps. The first is to acquire a baseline vibration level. This characterizes the magnitude and direction of the vibration as the system is currently configured. Next, a known weight is added to a known location along the edge of the rotor. The rotor is spun again and a new reading is taken. Readings are taken to calculate the influence coefficients and the weight required to offset the balance in the baseline reading. The known weight will be removed, and the correction weight will be added to the motor. A final spin-up of the rotor verifies that the vibration has decreased. The process can be repeated to further reduce the imbalance and vibration

Assembly:

Once we receive an approval and all the required parts for repair are gathered, we then begin the process for assembly:

1. Review of all Materials
2. Thorough inspection of parts (extra cleaning if needed)
3. Stator testing
4. Dynamic balancing
5. Bearing assembly
6. Rotor assembly
7. Motor test (run at 460 voltage)
8. Paint

Once assembled, the motor is run tested. This ensures that there aren't any noises or clicks, the motor is drawing proper amperage, the motor isn't overheating, and the motor isn't vibrating.

Testing:

Once the motor is assembled and complete, they are run at the required voltage to get an accurate amperage reading. Typically motors are run for several minutes to determine if there are any hot spots, mechanical noises, and vibration. We do not have the capacity to run at 4160 but do have a trusted contractor that helps with larger motors that exceed our capacity.

f. Technical Qualificiations of the Project Team:

Being in the Industry for over 40 years, the owner of Florida Armature Works was able to work with many experienced mechanics, winders and machinists. Through those years he developed a camaraderie with these employees which allowed Florida Armature Works to hire them as the company grew. With his ability to teach others, the owner was able hire other service type mechanics and teach them the trait of Electric Motor Repair. Below are our key employees who will be handling the services of Toho Water Authority contract.

German Garcia – Owner

Not only is he the owner, but with his 45 years of experience, he is able to teach new employees the proper steps in the electric motor repair process. During our busy time, he is able to fill in the gap when other core team members are absent as well as delegate tasks to the appropriate team members to complete. Through his 45 year career, he has learned the techniques and teachings of a machinist, he worked for a large manufacturers (Magnetek) rewinding motors, and has managed a crew of 8 employees at a previous motor shop. With his experience, he decided to venture out on his own in 1993 and to this day has grown a two man shop, to 11 full time employees.

Mario Gallan – Mechanic / Field operator

Started off as a car mechanic with a neighboring repair shop. He came on board in March of 2005 in which he mentored under the owner for one year. In that time, he picked up the dismantling and assembling of electric motors quickly and was on his own after 18 months. Through the years he also gained experience through service calls in which he would pull motors with our boom truck as well as laser align them back when installing. His main focus is electric Motors, Turbine Pumps and service calls.

Darrell Lunnon – Shop Foreman / Mechanic

Darrell came to us from a competing motor shop in 2014. In the course of his previous employment, he met our owner and created a good camaraderie in which they always kept in touch. His daily duties consist of quality control, assigning jobs to mechanics, helping with work overflow as well as handling all the paperwork needed for repairs. His experience is one that is on par with the owners, ranging from 4000 Horse power motors to 5 Horse power magnetic drive Motors.

Alvid Guzman – Winder

Alvid learned how to rewind motors through a family business located in San Juan, Puerto Rico, in the late 80's. Alvid has been with Florida Armature works for a combined 18 plus years. He started with the company in 1998 but left for 2 years from 2002-2004 in which he returned back to Florida Armature Works late 2004. His specialty lies in the rewinding process of electric motor repair. From recording electric data through winding coils, to hot spot testing stators for any deficiencies, Alvid is going to be involved in the repair process no matter what. Alvid is a very dependable employee who has helped our company succeed during the hurricane seasons.

Roberto Perez – Machinist

Roberto has been a machinist for 45 plus years, starting at Boeing in New York where he worked for 15 years until he decided he wanted the warmer climate and moved to Florida. He received an opportunity to work for a competing Electric Motor Repair shop where he continued to fine tune his trade as a machinist. He specializes in measuring, examining, and testing completed units in order to detect defects and ensure conformance to specifications, using precision instruments such as micrometers. Whether it's building a shaft sleeve from scratch or rebuilding a shaft by metalizing and trimming it down to factory specifications, his abilities as a machinist are endless.

ALVID GUZMAN

3618 Dawn Ave Kissimmee, FL 34744 · (407) 348-7038

Experienced electric motor winder with the capacity of teaching others the process from start to finish on how to rewind motors from 1-600 Horsepower.

EXPERIENCE

10/2004 – PRESENT

***ELECTRIC MOTOR WINDER*, FLORIDA ARMATURE WORKS, INC.**

- Stator Core Loss testing
- Preparing armatures and stators for rewind including insulation
- Customizing winding coils through wire data and installing them
- Working with varnish, epoxy and resins for the dipping process
- Repairing wire leads
- Rewinds for 1-600 Horsepower Motors

1/2002 – 9/2004

***ELECTRIC MOTOR WINDER*, STEWARTS ELECTRIC MOTOR WORKS**

- Inspect, test, repair and rewind AC stators, wound rotors, DC armatures, field coils, generators & servo motors
- Diagnostic electrical testing
- Rewinds for 25-4,000 Horsepower Motors
- Installed Formed coil windings
- Stripping, collecting and confirming wire data

EDUCATION

83-85

MASTER ELECTRICIAN, E.D.P. COLLEGE OF ENGINEERING

Two years of Electrical Engineering school

SKILLS

- Bilingual
- Completion of Jobs in a timely manner
- Ability for quick turn around
- 30 years' experience

DARRELL LUNNON

FLORIDA AMATURE WORKS
2460 SMITH STREET
KISSIMMEE,FL 34744

OBJECTIVE

With an electronics background and hands-on experience in repairing and servicing all types of electric motors, I would like to work in a similar capacity to analyze and fix malfunctions in electronic components.

SKILLS

- REPAIRING ELECTRIC MOTORS
- COMPETENT KNOWLEDGE OF ELECTRONICS PRINCIPLES AND PRACTICLE APPLICATIONS
- UPDATED KNOWLEDGE ABOUT VARIOUS ELECTRIC MOTOR EQUIPMENT AND ITS MECHANISIMS

EXPERIENCE

JOB TITLE • STEWART ELECTRIC MOTORS /MAY 1993 TO AUG 2014

- *WORKING SUPERVISOR*
- *ADVISING USERS ON MAINTANING AND USING APPLIANCES CAREFULLY AS TO PREVENT DAMAGES.*
- *ENSURING MOTOR IS ASSEMBLED ACCURATLEY.*
- *OVERSEEING THE FLOOR*
- *TESTING MOTORS AND VIBRATION ANALYSIS*
- *GENERATORS*
- *DC MOTORS*
- *PUMPS*
- *DYNAMIC BALANCE SMALL AND LARGE ROTORS*

JOB TITLE • FLORIDA AMATURE WORKS – AUG 2014- CURRENTLY WORKING

- *SUPERVISOR*
- *BUILDING INDUSTRAL MOTORS*
- *OVERSEEING THE FLOOR*
- *CUSTOMER CONSULTANT*

EDUCATION

MAYO HIGHSCHOOL 1980-1984 GPA:3.4
SOUTH CAROLINA TECHNICAL COLLEGE

German Garcia

4391 Boggy Creek Rd. Kissimmee, FL 34744
www.flarmworks.com

Objective

To manage a core group of employees that allows our reputation to increase due to its performance as well as its quality of work.

Experience

Florida Armature Works, Inc. – Kissimmee, FL

1993-Current

- Delegate current workloads and distribute within the 11 full time employees
- Help service our customers by opening after hours and weekends on emergencies
- Job location visits in order to prepare quotes for service calls
- Act as floating employee with the knowledge to cover any aspect of the repair process

Stewarts Electric Motor Works – Orlando, FL

1990-1993

- Rewound Electric Motors up to 2000 Horse Power
- Full Service Mechanic, dismantling, inspecting, performing repairs and assembling
- Managed 8 employees and delegated daily tasks
- Service call Technician with the capacity to remove, install and laser align

Education

Valencia Community College

Pursuant of AA Degree

Colonial High School

High School Diploma

References

Marshall Fisher, Toho Water Authority
mfisher@tohowater.com
Phone: 407.709.3666

Jeff Drullinger, City of Leesburg
Jeff.drullinger@lessburgflorida.org
Phone: 352.602.8600

MARIO GALAN

2396 Turpin Dr. Orlando, FL 32837 | 407.810.2931

STATEMENT

Establishing myself within a company that allows opportunity for growth as well as continuing education in my field

EXPERIENCE

4/2005-Present Mechanic and Service Call Technician, ***Florida Armature Works, Inc.***

- Dismantling and Inspecting Electric Motors up to 600HP
- Dismantling and Inspecting turbine and centrifugal pumps
- Breakdown of all failures and what's required in order to get it operational
- Reassemble of Electric motors, turbine and centrifugal pumps
- Testing of Motors up to 600HP
- Service call to remove and install, electric motors, turbines, and centrifugal pumps, laser alignment and onsite repairs

1/2003-3/2005 Car Mechanic, ***Pro Auto Repair***

- Detailed findings of mechanic vehicle assessment and recommended solutions
- Follow repair checklists to ensure all services are complete accurately
- Specialize in engine repair, maintenance and overhaul
- Balance and rotate tires and perform alignments
- Remove and repair or replace vehicle system components

EDUCATION

1980-1983 High School Education, Brooklyn, NY, *Erasmus Hall High School*

2213 S. Conway Rd.
Orlando, FL 32812
407.202.3149

ROBERTO PEREZ

OBJECTIVE

To end my career with an established motor shop specializing manufactured products, machined repairs and the ability to teach the upcoming generation

SKILLS & ABILITIES

- Bilingual
- Precise Mill Machining
- Completes task within a timely manner

EXPERIENCE

FLORIDA ARMATURE WORKS, INC. KISSIMMEE, FL

2015-Current

- Measures, marks and documents dimensions and reference points on material for subsequent machining
- Responsible for reworking and machining of new and spare production parts for various equipment models
- Produces accurate and high-quality component parts

STEWARTS ELECTRIC MOTORS, ORLANDO, FL

1996-2015

- Performed complex set ups and operate CNC and manual metal fabricating equipment including turning, milling, grinding, drilling and tapping
- Regulating machining by utilizing machine instrumentation knowledge, including setting and adjusting controls
- Manually programing CNC Lathe and CNC milling machines to perform turning, boring, facing, counter boring, grooving, drilling, tapping and milling

EDUCATION

1971-1973

SMA TECHNICAL INSTITUTE, COLOMBIA

Machining and Lathe Specialist

g. List of References

1. Entity/Client	City of Port St. Lucie		
Location	Port St. Lucie	**Year Completed:**	Ongoing
Client Contact Name	Maurice Perez		
Email	mperez@cityofpsl.com	**Phone:**	772.201.5868
Types of equipment serviced			
Vertical and Horizontal Electric Motors, Horizontal split case pumps, and vertical turbine pumps			

2. Entity/Client	City of St. Cloud		
Location	St. Cloud	**Year Completed:**	Ongoing
Client Contact Name	Brian Liotta		
Email	bliotta@stcloud.org	**Phone:**	407.709.0088
Types of equipment serviced			
Repair all brands of sumbersible pumps (ABS, Flygts, KSB, Hydr-Matic, Barnes, etc.) Vertical and			
Horizontal motors, horizontal split case pumps and vertical turbines			

3. Entity/Client	City of Ocala		
Location	Ocala	**Year Completed:**	Ongoing
Client Contact Name	Luis Acosta		
Email	lacosta@ocalafl.org	**Phone:**	352.629.8456
Types of equipment serviced			
Electric Motor Repair, Split Case and Vertical Turbine Pumps			

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13
LIST OF REFERENCES

4. Entity/Client	Indian River Utilities		
Location	Vero Beach	**Year Completed:**	Ongoing
Client Contact Name	Kevin Gibson		
Email	kgibson@IRCgov.com	**Phone:**	772.770.5244
Types of equipment serviced			
Repairs for all Electric Motors, Submersible Pumps, Split Case Pumps and Vertical Turbines			

5. Entity/Client	Hernando County Utilities		
Location	Brooksville	**Year Completed:**	Ongoing
Client Contact Name	John Rizzo		
Email	jrizzo@co.hernando.fl.us	**Phone:**	352.754.4773
Types of equipment serviced			
Repair of Electric Motors and Submersible Pumps			

6. Entity/Client	Toho Water Authority		
Location	Kissimmee	**Year Completed:**	2018
Client Contact Name	Marshall Fisher		
Email	mfisher@tohowater.com	**Phone:**	407-709-3666
Types of equipment serviced			
Repaired all Vertical and Horizontal Motors, Submersible Pumps (over 350 lift stations), Vertical turbines and horizontal split case pumps.			

h. Responsiveness:

lorida rmature orks prides itself in three things quality workmanship, completion in a timely manner and affordable repair cost. ur process is very simple, once we have received a job for repair, we assign it to one of our team members in which they dismantle the project. rom there, our shop foreman and the mechanic will go over what items needed to be repaired and or replaced. rom this inspection, we can give an accurate number of hours on how long it will take to repair the job and what parts need to be replaced. nce the job is quoted, typically within 48 hours of being received, we await on the customer for the urchase rder for approval. f the customer decides to repair the job, we then will work on completing the item for return, typically 7-10 business days. his is subject to parts being available but we do keep inventory of common used bearings, seals, cable and misc. parts. lease note, once a job is quoted after inspection there is a ero chance for a price increase unless it has exceeded the 60 day quote window from our distributors.

lorida rmature orks, nc. offers free pickup and delivery with our ord flatbed 50 truck. ur truck is equipped with a enturo Boom crane that allows our driver the ability to pick up and deliver if someone isn t around. e also have a 5ft flatbed trailer just in case we get a longer set turbine pump that isn t able to fit on the back of our truck.

i. Pricing

Item of Work	Per (Unit)	Unit Price
1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	$ 0
2. Crane Truck Service (including operator) for removing and install pump or motor	HR	$ 150.00
3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	$ 35.00
4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and holidays	HR	$ 45.00
5. Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm	HR	$ 40.00
6. Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays	HR	$ 50.00
7. Tear Down and Inspection	HR	$ 0
Parts Allowance: Cost plus markup %		10.0 %

j. Location:

lorida rmature orks is located on a acre in issimmee, l in which we occupy two adjacent 5000sqft buildings. n one building all repairs, rewinding and testing are done, while the other holds our fully equipped machine shop, welding and storage. ur shop is located 6 miles from lorida s urnpike which allows us to pick up and deliver north or south fairly quickly and connects us to multiple highways in which we can head east or west. e are approximately 81 miles north of ity of rmond Beach. ll team members report to our location where all of our repairs are completed, as well as key employees are no more than 15 minutes away in case of emergencies.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Ruby Industrial Technologies, LLC d/b/a Kaman Industrial Technologies** ("Contractor"), 2020 N. Rio Grande Avenue, Orlando, FL 32804, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposal (RFP 2020-13, "Utilities Motor and Pump Repair Services") dated August 17, 2020, along with Addendum No. 1, attached hereto as Exhibit "A", and the Proposal dated August 17, 2020, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years with two (2) automatic one-year renewal options for a total not to exceed five (5) years, unless either party provides at least ninety (90) days prior written notice of its intent not to renew the Agreement.

3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Ruby Industrial Technologies, LLC**
Joyce Shanahan, City Manager	**dba Kaman Industrial Technologies**
(copy to City Attorney)	Tony Rugghia, SE Regional Director
22 South Beach Street	2020 N. Rio Grande Avenue
Ormond Beach, FL 32174	Orlando, FL 32804

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Each Occurrence
	$300,000 General Aggregate*
	$300,000 Aggregate Products & Completed Operations
	$ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence
	$1 Million General Aggregate*
	$1 Million Aggregate Products & Completed Operations

	$ 50,000	Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations	
	$ 50,000	Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]	

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

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

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

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

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

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

provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO

THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

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

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

DATED this 1 day of December, 2020.

Witnesses:

Wendy Hortz

Print Name: Wendy Hortz

Cassidi Ritz

Print Name: Cassidi Ritz

CITY OF ORMOND BEACH

By: Bill Partington

BILL PARTINGTON
Mayor

By: Joyce Shanahan

JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2020.

Witnesses:

Brian O Sullivan

Print Name: Brian Sullivan

_____

Print Name: _____

RUBY INDUSTRIAL TECHNOLOGIES LLC d/b/a Kaman Industrial Technologies

By: _____

Print Name: Tony Ruddell

Title: Regional Director

Attest: _____

Print Name: _____

Title: _____

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **UTILITIES MOTOR AND PUMP REPAIR SERVICES**

RFP NUMBER: **2020-13**

RFP DUE DATE & TIME: **September 16, 2020 at 2:00 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 1, 2020 at 10 a.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

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

PROPOSER'S NAME: Kaman Industrial Technologies / Ruby Industrial Technologies

PROPOSER'S MAILING ADDRESS: 2020 N Rio Grande Ave

CITY-STATE-ZIP: Orlando, FL 32804

F.E.I.N.: 84-2451094

PHONE NUMBER: 407-843-4153 EMAIL: bella.sharma@kdgcorp.com

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Tony Rugghia
NAME (TYPED)

SE Regional Director
TITLE

August 17, 2020
DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

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

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

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

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

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

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

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

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

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

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

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

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

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

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

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13

I. INTRODUCTION

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide pump and motor repair services on an "as needed basis" for the Utilities Division of the Public Works Department. Award may be made to one or more firms, and no guaranteed quantity of work is offered. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

To be considered, bidders must submit one (1) signed and unbound original of the complete proposal packet, including all required attachments, along with one (1) full complete electronic file of the proposal in pdf format on either a CD or thumb drive by the closing date and time. Responses shall be submitted in sealed envelopes and clearly identified as "**UTILITIES MOTOR AND PUMP REPAIR SERVICES**" and reference **RFP No. 2020-13"** on the outside of the envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Bids delivered after the time and date specified will not be accepted.** The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required. For any question regarding bid delivery contact the purchasing office at 386-676-3223.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extends outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2019 included 22,532 active water accounts, of which 17,412 were located within the City limits. Records indicate there were 17,532 active water & sewer accounts, of which 17,265 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

The Utilities Division of the City's Public Works Department is responsible for providing quality potable water, sanitary sewer and reclaimed water services to utility customers in a manner that balances social, environmental, and economic factors. The Utilities Division of the Public Works Department consists of five operating sections: Water Production, Water Reclamation (sometimes referred to as the Wastewater Treatment Facility), Potable Water Distribution, Wastewater Collection & Reclaimed Water Distribution, and Equipment Maintenance.

The Water Production Division is responsible for the safe and efficient operation of the City's Water Treatment Plant (WTP), 19 wells, 3 water storage tanks, and four water distribution booster stations. The WTP has a design capacity of 12.0 million gallons per day.

The Water Reclamation Facility (also referred to as the Wastewater Treatment Facility) is responsible for the safe and efficient treatment of wastewater, the supply of reclaimed water for irrigation, and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The City's Water Reclamation Facility is designed to treat sewage at a rate of 8 million gallons per day. The City utilizes 76 sanitary sewer lift stations to transmit wastewater to the Wastewater Reclamation Facility. Meanwhile, the reclaimed water system has a permitted capacity of 10 million gallons per day, and utilizes 3 reclaimed water storage tanks and associated pump stations.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide **UTILITIES MOTOR AND PUMP REPAIR SERVICES** on an "as needed" basis. The term of this contract shall be for an initial three (3) year agreement. The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year

period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding.

B. Scope of Work:

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. Awarded firms will be responsible for:

1. Pickup of equipment requested for evaluation and/or repair from affected City of Ormond Beach facility within 72 hours of request.
2. After assessment of equipment, development of a quote for the work necessary to repair to include pricing in accordance with the agreement and timeline to complete the work
3. Execution of work on the equipment, once a Purchase Order referencing the quote has been issued
4. Timely completion of the work
5. Return of repaired equipment within 48 hours of completion of work
6. General responsiveness to requests for evaluation/repair, phone calls and emails

Service under this award will include a full range of pump and electric motor repair services. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. Firms selected shall be capable of providing services including, but not limited to, the following:

PUMP REPAIR SERVICES:
Shaft Repair
Shaft Replacement and Bearing Replacement Seal Repair
Seal Replacement
Wear Ring Replacement Impeller Repair Impeller Replacement
Apply Protective Coatings Volute Repair
Volute Replacement Casing Repair Casing Replacement Dynamic Balancing
Clean Pump Assembly of Pump
Performance Testing Pump Curves
Provide Detailed Shop Reports, and Recommendations

ELECTRIC MOTOR REPAIR SERVICES:
Repair Shaft
Replace Bearings
Rewind Motor
Dip and Bake Motor
Balance Motor
Motor Diagnostic

MOTOR TESTING SERVICES:
Megging
HiPot Testing
Surge Testing
Voltage Drop Testing
Core Loss Testing
Provide Detailed Shop Reports and Recommendations

III. PROPOSAL REQUIREMENTS

A. Inquiries

Inquiries concerning this Request for Proposals shall be submitted to the attention of the Purchasing Coordinator by email to robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, NO questions will be responded to after September 8, 2020 at 5 p.m. which is eight (8) days prior to the submittal due date. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

B. Submission of Proposals

Submittals will not be evaluated on the aesthetics of the package. Non-recyclable materials are discouraged. Points may be deducted for Responses that exceed seventy-five (75) pages.

The following material must be received no later than 2:00 p.m. on September 16, 2020 for a proposing firm or individual to be considered:

1. One (1) original, unbound copy and one (1) digital copy contained on a CD or flash drive with all the same documents in a PDF format. The proposal shall include the following:

    a. Title Page: Title page marked, "**UTILITIES MOTOR AND PUMP REPAIR SERVICES**", the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

    b. Table of Contents: Include a clear identification of the material included in the proposal by page number.

    c. Standard General Requirements: Include Proposer's name and principal address; contact person's name and title; telephone and fax number; FEIN; number of years organization has been in business; number of years your firm

has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

d. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

e. Technical Qualifications of Firm: Provide a description and overview of firm, including the size, range of activities, licenses, certifications etc. Detail expertise in, and experience with troubleshooting and repair of pumps and electric motors such as lift station pump/motors, well pump/motors, transfer pump/motors, and high service pump/motors (5 HP to 300 HP and up to 5000 GPM) of similar size and materials. (Limit response to two pages maximum) Identify any subcontractors(s) that will be involved if work not performed in house, including address and a description of qualifications. (Limit response to one page maximum per subcontractor)

f. Technical Qualifications of the Project Team: Identify the primary individuals (Project Team) who will be responsible for supervising, managing and executing the work for this Contract. List all certifications appropriate to the work. (Limit response to one page per person)

g. References: Using the "List of References" sheet supplied herewith, provide list of six (6) utility clients for whom work has been performed within the past 5 years. Be sure to include:
   - Entity/Client
   - Location
   - Year Completed
   - Client contact name, Phone and Email
   - Types of equipment serviced

h. Responsiveness: Describe your approach to timely completion of work and provide general turnaround times.

i. Pricing: Provide not to exceed pricing using the Proposal Pricing Form.

j. Location: Provide shop location(s) where the bulk of work will occur and indicate which member of the Project Team primarily works from each. Provide information on alternate or backup facilities, if available. Points shall be awarded as follows: Within 25 miles of Ormond City Hall (15 points), Within 50 miles of Ormond Beach City Hall (10 points), Within 100 miles of Ormond Beach City Hall (5 points), Beyond 100 miles of Ormond Beach City Hall (0 points)

IV. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

EVALUATION CRITERIA	MAXIMUM POSSIBLE POINTS
Technical Qualifications of Firm	20
Technical Qualifications of Project Team	20
References	20
Responsiveness	10
Pricing	10
Location	15
Completeness of Proposal	5
TOTAL	100

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

V. TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with Federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time.

F. Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm(s) selected.

G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13
LIST OF REFERENCES

1. Entity/Client			
Location		**Year Completed:**	
Client Contact Name			
Email		**Phone:**	
Types of equipment serviced			

2. Entity/Client			
Location		**Year Completed:**	
Client Contact Name			
Email		**Phone:**	
Types of equipment serviced			

3. Entity/Client			
Location		**Year Completed:**	
Client Contact Name			
Email		**Phone:**	
Types of equipment serviced			

UTILITIES MOTOR AND PUMP REPAIR SERVICES
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LIST OF REFERENCES

4. Entity/Client			
Location		**Year Completed:**	
Client Contact Name			
Email		**Phone:**	
Types of equipment serviced			

5. Entity/Client			
Location		**Year Completed:**	
Client Contact Name			
Email		**Phone:**	
Types of equipment serviced			

6. Entity/Client			
Location		**Year Completed:**	
Client Contact Name			
Email		**Phone:**	
Types of equipment serviced			

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13

PROPOSAL PRICING –Motor and Pump Repair

Proposer submits the following prices for the work described in this solicitation:

Item of Work	Per (Unit)	Unit Price
1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	$
2. Crane Truck Service (including operator) for removing and install pump or motor	HR	$
3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	$
4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and holidays	HR	$
5. Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm	HR	$
6. Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays	HR	$
7. Tear Down and Inspection	HR	$
Parts Allowance: Cost plus markup %		___ .___%

Risk Management and Insurance Requirements

A. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

B. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

$100,000. Each Accident Bodily Injury by Accident
$100,000. Each Employee Bodily Injury by Disease

$500,000. Policy Limit Bodily Injury by Disease

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	Limits (not less than)	
$0 - $25,000	$300,000	Each Occurrence
	$300,000	General Aggregate*
	$300,000	Aggregate Products & Completed Operations
	$ 25,000	Fire Damage (any one fire)
$25,001 - $250,000	$500,000	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurenca/$2 Million General Aggregate]	

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	Limits (not less than)
$0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

C. Requirements for Certificates of Insurance

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

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial

General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

4. The City shall be listed as a named insured on all policies of insurance and certificates thereof.

REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020-13

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Kaman Industrial Technologies
COMPANY NAME

AUTHORIZED SIGNATURE

Tony Rugghia
NAME (PRINT OR TYPE)

SE Regional Director
TITLE

REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 - 13

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Kaman Industrial Technologies
Company Name

Authorized Signature

Tony Rugghia
Print Name

SE Regional Director
Title

ADDENDEM NO. 1

August 17, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The Project Manual shall be amended as follows:

Item 1: The following additional information is being provided in response to inquiries submitted to the Purchasing Coordinator.

Question 1: What is the budgeted amount for this service?
Answer 1: The annual budgeted for repair and maintenance typically totals approximately $200,000 for Water and $120,000 for Wastewater for a total of $320,000.

Question 2: Is there an itemized motor/pump listing?
Answer 2: No itemized listing of motor and pumps exists. However, Page 8 of 24 of the Bid Specifications provides a detailed overview of the utility facilities, which is intended to provide prospective bidders with an appreciation of the corresponding infrastructure required to operate the system described.

Question 3: Will the city pick one vendor for both pump and motor repair or would you consider dividing the two services between suppliers?
Answer 3: The City plans to select a minimum of two vendors for the services described. Selection will be based upon qualifications, experience, and other factors detailed in the Specifications.

Question 4: The pay item does not include mobilization. Can the Contractor assume they will be compensated at the itemized rate on the bid sheet per google maps from their base, to the requested site, and back to base?
Answer 4: No, the City will not compensate the contractor for mobilization. Page 9 of 24 details the Scope of Work. City forces shall remove equipment, and then load the equipment on the contractor's vehicle for the contractor to transport to and from the contractor's shop for repair. Once the contractor transports the repaired equipment back to the City, then the City shall remove the item from the contractor's vehicle and City forces shall reinstall the equipment.

Question 5: Can the owner give brand, and model numbers for the (19) Well's, (76) Lift Station's, and (4) Booster Stations?
Answer 5: The requested information for brands and models is not available. Multiple styles, brands, sizes and manufacturers for pumps and motors are utilized.

Question 6: Are there any overhead power service's that would need to be removed prior to any of removal of equipment that would prevent the crane from safe working practices? If so will the City be responsible for contacting power company for this portion of work?
Answer 6: Under this contract, City forces anticipates removing and reinstalling pumps and motors, including crane operation and coordination with FPL.

Question 7: Would you please clarify as to the intended focus of this contract?
Answer 7: This RFP primarily focuses on repair and refurbishment of pumps and motors at treatment plants as well as the pumps and motors for equipment at remote pumping stations which utilize High Service Pumps. The work also includes pumps and motors associated with submersible sewage pumping stations, where the City is standardized on Flygt Pumps. *This contract is not intended for work associated with water production wells. Potential bidders are advised that the City is actively planning to advertise a separate contract focusing on Well Repairs and Rehabilitation.*

Question 8: Can you please send me prior bid tabulation with bid unit price breakdowns?
Answer 8: The City has not previously had a contract for these types of services.

In all other respects, except as specifically stated herein, the subject RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Kaman Industrial Technologies

SIGNATURE: _____ **DATE:** Aug. 24, 2020

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for **CITY OF ORMOND BEACH – RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

KAMAN
Industrial Technologies

Miami	Ft. Lauderdale	West Palm Beach	Orlando
10050 NW 116 Way, Ste1	2686 SW 36 St	6747 Belvedere Rd. Suite 101	2020 N Rio Grande Ave
Medley, FL 33	Ft Lauderdale, FL 33312	West Palm Beach, FL 33413	Orlando, FL 32804
Phone (305) 573-8424	Phone (954) 462-0285	Phone (561) 863-3260	Phone (407) 843-4153
Fax (305) 573-7366	Fax (954) 765-1043	Fax (561) 863-3262	Fax (407) 843-4154

"UTILITIES MOTOR AND PUMP REPAIR SERVICES"

RFP NUMBER: 2020-13
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Prepared BY: Kaman Industrial Technologies / Ruby Industrial Technologies
2020 N Rio Grande Ave
Orlando, FL 32804
Ph: 407-843-4153
Fx: 407-843-4154

Contact: Bella Sharma / Ira Wolf
Bella.sharme@kdgcorp.com
Ira.wolf@kdgcorp.com

August 17, 2020

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11) Conflict, Non-Conflict Statement – pg. 11 of 13

12) Drug Free Certification – pg. 12 of 13

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City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **UTILITIES MOTOR AND PUMP REPAIR SERVICES**

RFP NUMBER: **2020-13**

RFP DUE DATE & TIME: **September 16, 2020 at 2:00 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 1, 2020 at 10 a.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

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

PROPOSER'S NAME: Kaman Industrial Technologies / Ruby Industrial Technologies

PROPOSER'S MAILING ADDRESS: 2020 N Rio Grande Ave

CITY-STATE-ZIP: Orlando, FL 32804

F.E.I.N.: 84-2451094

PHONE NUMBER: 407-843-4153 EMAIL: bella.sharma@kdgcorp.com

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Tony Rugghia
NAME (TYPED)

SE Regional Director
TITLE

August 17, 2020
DATED

KAMAN
Industrial Technologies

Miami	Ft. Lauderdale	West Palm Beach	Orlando
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STANDARD GENERAL REQUIREMENTS:

Florida Bearings / Kaman Industrial Technologies / Ruby Industrial Technologies
FEIN: 84-2451094
Orlando Contact: Bella Sharma, Shop's Planner / Purchasing
Fort Lauderdale Contact: Alan Rooks, Project Manager / Shop Support Liaison

As Florida Bearings, we began service and repair on pumps and electric motors back in 2000. We privately had an electric motor shop do our rewinds and pump rebuilds/repairs. We purchased Hialeah Electric Motor Repair in early 2005 after deciding that we wanted to control the quality of the work being done.

To that end, we continued under the FBI name for 60 years and 12 years of repair, rewind and rebuild of all types of rotating equipment. This of course includes pumps and electric motors.

When we were purchased by Kaman Industrial Technologies, mid-2012. As Kaman Industrial Technologies, we combined our sales and our Hialeah shop into a new facility in Fort Lauderdale with a state-of-the-art repair shop in 2018.

In mid-2019, we were again purchased by Littlejohn LLC, under the "purchase project name" of Ruby Industrial Technologies. This is the formal name, however we are still working under the Kaman name for the time being. We have been operating our shops very successfully, for the last 20 years.

We have not failed to do any work, repair, service, or warranty work since the "shops" began back in 2000. There has been no legal action brought against us for any contract where we have failed to maintain any work where we have won bids. That being said, would also include any claims, arbitrations, administrative hearings, or hearings. There has been no criminal proceedings or hearings concerning business related offenses where anyone associated with the Company was convicted of any Public Entity Crimes, debarred or suspended from bidding by any government entity.

Our four central and south Florida locations are listed at the top for the phone numbers as well as the fax numbers in general.

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TRANSMITTAL LETTER:

As the Project Manager and Shop Support Liaison, I can attest to the fact that we have a full understanding of what the City of Ormond Beach is requesting, needing to be accomplished and our commitment to complete every repair given to us, as if it's the only repair we have.

We want to make sure that you have the same trust and confidence in us as those references that we have included with this paperwork. We have proudly been the main contracted repair facility for the City of Fort Lauderdale for the last 10 plus years, with consistent and quality repairs. We warranty all of our work which varies based on the type of equipment repaired.

We firmly believe that we are your best choice for your repairs as we have shown others, including Walt Disney World, Epcot and Universal. We are very confident in our abilities and in your satisfaction of knowing that your piece of equipment is done right, right on time.

As the SE Regional Director, we offer this bid as a firm and irrevocable offer through the contract period and beyond. If there are ever any questions or issues, I am available at most anytime to make sure that you are satisfied.

Best Regards,

Tony Rugghia, SE Regional Director
Kaman Industrial Technologies
8507 Benjamin Road, Suite H
Tampa, FL 33634
Ph: 813-623-2777
Fx: 813-622-9006
Email: Tony.Rugghia@kdgcorp.com

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TECHNICAL QUALIFICATIONS of FIRM:

Kaman Industrial Technologies is a privately held corporation that has been in the industrial distribution market since 1970 and as the Florida Bearings District since 1950.

The FB District consists of four locations, Miami, Fort Lauderdale, West Palm Beach and Orlando. Our Orlando and Fort Lauderdale locations have state-of-the-art repair facilities. We would welcome your visit to our shop(s) to inspect our facility and see for yourself why we consider ourselves the best in the State.

We have repaired many types of equipment over the years including up to 500HP AC electric motors and up to 300HP in DC motors with form-coil windings. We have rebuilt/repaired various types of vertical turbine pumps, supplied Liftstation projects to many municipalities from Jacksonville to Key West including blowers and control panels.

We are very detailed in our evaluation of our customer's equipment. We excel in troubleshooting and in finding out the root cause of the failure, and what we can do to avoid the same failure in the future.

We are in fact one of the very few approved EASA repair facilities in the State and are a proud supplier of SKF bearings used in all of our repairs. We do not reuse old parts or sub-standard materials in our rebuilds. We only use name brand parts, new and unused OEM parts to ensure that your equipment is rebuilt to factory specifications.

Many of our service people have learned their trades within various branches of the military. Because of this, our technicians have the ability to work with others and foster a team atmosphere. We work as a team to provide you, our customer, with the best experience from our drivers to our District Manager and Regional Director that have only one train of thought, to make sure your equipment is fully repaired to your satisfaction.

With just one visit to our shop, you will see that we do not have the need for any outside subcontractors or other repair shops to do work for us. We are completely self-sufficient and do not need to "farm" out repair work and lose the quality that we are so proud of and have demonstrated over the years.

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TECHNICAL QUALIFICATIONS of the PROJECT TEAM:

Ira Wolf, Shops Operations Manager – 25yrs experience in all types of pumps, gearboxes, electric motors, blowers, mixers, lift stations and various other pieces of equipment.

Bella Sharma, Shops Planner / Shops Purchasing – 5yrs involved with planning the teardown of all products, and responsible for purchasing the material needed to complete the piece of equipment in repair.

Bill Mansfield, Service Specialist – 30yrs in the field service duties. Continuing service calls as well as calling on the municipalities in the Central Florida market. Well versed in all types of repairs including, split case pumps, end suction pumps, vertical turbine pumps, electric motors, gearbox and various types of other equipment.

Austin Becker, Lead Mechanic – 13yrs in repairing / rebuilding of all types of industrial and municipality equipment from pumps to electric motors to gear boxes and many other types of equipment.

Richard Anker, Mechanic – 30yrs in the industrial and municipality repair business. Experience in all types of pumps, electric motors, gear reducers and various other types of equipment.

Nelson Dick, Mechanic – 5yrs with us as a general mechanic working with all types of pumps, electric motors, blowers, gear boxes, and various other types of equipment.

Abdiel Otero, Mechanic / Winder – 7yrs in various types of repairs, and in winding for electric motors.

Mark Caillouet, Motor Winder – 12yrs in winding various types, sizes of electric motors.

These are the team members that will be most responsible for any types of repairs, rewinds and rebuilds of any and all types of equipment that you may have. In the event that the Orlando shop is in need of assistance, we have another 60 years or so of additional team members in our Fort Lauderdale location that has the same abilities as our Orlando facility.

We have one constant, that is to give you, our customer, the best service available, second to none!

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13
LIST OF REFERENCES

1. Entity/Client	City of Fort Lauderdale - CMS		
Location	4250 NW 10 Ave, Ft Lauderdale, FL 33309	**Year Completed:**	Ongoing
Client Contact Name	Kevin Scott		
Email	kevinsc@fortlauderdale.gov	**Phone:**	754-224-9813
Types of equipment serviced	Electric motors, submersible pumps, vertical pumps, etc...		

2. Entity/Client	Reedy Creek Improvement District		
Location	5300 Center Dr, Lake Buena Vista, FL 32830	**Year Completed:**	Ongoing
Client Contact Name	Tracy Kesten, Service Manager Reedy Creek		
Email	tracyd.kesten@disney.com	**Phone:**	407-560-4559
Types of equipment serviced	Removal & re-installation of vertical turbine pumps, split case pumps,		
end suction pumps, submersible pumps			

3. Entity/Client	TOHO Water Authority		
Location	1622 S. John Young Parkway, Kissimmee, FL 34741	**Year Completed:**	Ongoing
Client Contact Name	Marshall Fisher, Maintenance Supervisor		
Email	mfisher@tohowater.com	**Phone:**	407-944-5082
Types of equipment serviced	Submersible pumps, vertical turbine pumps, blowers, motors, split case		
pumps, end suction pumps, mixers			

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13
LIST OF REFERENCES

4. Entity/Client	Cutrale - Leesburg
Location	11 Cloud Street, Leesburg, FL 34748 **Year Completed:** Ongoing
Client Contact Name	Steve Red Nelson, Maintenance Lead
Email	wastewaterlee@cutrale.com **Phone:** 352-476-3506
Types of equipment serviced	Blowers, electric motors, submersible pumps, end suction pumps, split case pumps, mixers

5. Entity/Client	Cutrale - Auburndale
Location	602 McKean Street, Auburndale, FL 33823 **Year Completed:** Ongoing
Client Contact Name	Steve Red Nelson, Maintenance Lead
Email	wastewaterlee@cutrale.com **Phone:** 352-476-3506
Types of equipment serviced	Blowers, electric motors, submersible pumps, split case pumps, end suction pumps, mixers

6. Entity/Client	Walt Disney - Epcot
Location	1780 Avenue of the Stars, Lake Buena Vista, FL 32830 **Year Completed:** Ongoing
Client Contact Name	Pablo Santiago, Planned Work Specialist
Email	pablo.santiago@disney.com **Phone:** 407-560-7479
Types of equipment serviced	Submersible pumps, end suction pumps, split case pumps, blowers, mixers, electric motors, lift stations

KAMAN
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RESPONSIVENESS:

Our approach to timely completion of your electric motor and pump repairs are based on standard labor times and factory stock. We can pick up your motor or pump within one day's notice. After the receipt of the motor or pump, we will have it torn down, parts measured for tolerances the following day. We would also supply you with a detailed breakdown of the repair and the cost to repair that pump or motor. We double-dip and bake ALL stators, pumps and electric motors, to ensure a uniform coating and with the use of invertor duty wire to make sure the motor will perform better than new.

Generally speaking, after we get the motor or pump torn down and evaluate and measure the parts, electric motors take 3-4 work days.

Pumps take 4-5 work days to rebuild after receipt of the parts from the OEM. In order to cut down your waiting time, once we get the okay to the repair, we would begin the rewind process of the motor to ensure that the pump or motor is always in production to be completed as soon as any special or OEM parts arrive from the vendor.

Day 1: tear down, measure all bearings and housings for proper tolerances, create a quote with your repair cost for your electric motor. All parts will go into the parts washer for cleaning and prepping for paint and rebuild.

(Pumps)
Day 2: (after the go ahead for the rebuild) we are cutting the windings out, stator goes to the bake out oven, the rest of the pump parts are being measured, cleaned, and prepared for the rebuild. Any unknown items are now identified and placed on order.

Day 3: After receipt of the parts from the OEM, then the rebuild begins, generally takes 1-2 days to rebuild, repaint, test for desired RPM's, voltage, and make sure the seals hold pressure.

Day 4(?): The pump is returned, in factory new condition.

Again, please note that these times are based on after receipt of all the parts from the OEM. In addition, know that while we are waiting on the parts, we will be other things so that the parts coming in will not just sit and wait for someone to rebuild the electric motor or pump.

KAMAN
Industrial Technologies

Miami
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Fax (305) 573-7366

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Ft Lauderdale, FL 33312
Phone (954) 462-0285
Fax (954) 765-1043

West Palm Beach
6747 Belvedere Rd. Suite 101
West Palm Beach, FL 33413
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Fax (561) 863-3262

Orlando
2020 N Rio Grande Ave
Orlando, FL 32804
Phone (407) 843-4153
Fax (407) 843-4154

PRICING:

No pricing to exceed contract pricing as noted below.

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13

PROPOSAL PRICING –Motor and Pump Repair

Proposer submits the following prices for the work described in this solicitation:

Item of Work	Per (Unit)	Unit Price
1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	$ 99.00 (up to 26 tons)
2. Crane Truck Service (including operator) for removing and install	HR	$ 49.50
3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	$ 49.50
4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and	HR	$ 75.00
5. Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm	HR	$ 49.50
6. Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays	HR	$ 75.00
7. Tear Down and Inspection	HR	$ 49.50
Parts Allowance: Cost plus markup %		18.75%

REPAIR LOCATION(S):

Our ***primary*** repair facility is our Orlando repair shop. Based on Google, we are 56 miles from Ormond Beach and can be reached within an hour and one half based on the current traffic at that specific time.

The primary contact at this location is: Bella Sharma, she is the Shops Planner and Purchasing for the shops. She is well versed in the repair process and in most of the pumps on the market today. Including, submersible pumps, mixers, split-case pumps, vertical turbines and electric motors.

Our ***secondary*** repair shop is in the Fort Lauderdale area. This shop is approximately 250 miles from Ormond Beach, 213 miles from our Orlando shop. Either location is within a day's drive from our Fort Lauderdale facility.

The primary contact in Fort Lauderdale is: Alan Rooks, he is our Project Manager and the south's Shop Support liaison. He is also well versed in the repair process and has been working with most all submersible pumps, mixers and vertical turbine pumps, split-case pumps, and electric motors.

Orlando Facility:
2020 N Rio Grande Ave
Orlando, FL 32804
Ph: 407-867-6027
Fx: 407-843-4154
Email: bella.sharma@kdgcorp.com

Fort Lauderdale Facility:
2686 SW 36 Street
Fort Lauderdale, FL 33312
Ph: 786-804-6063
Fx: 954-765-1043
Email: alan.rooks@kdgcorp.com

REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020-13

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

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[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Kaman Industrial Technologies
COMPANY NAME

AUTHORIZED SIGNATURE

Tony Rugghia
NAME (PRINT OR TYPE)

SE Regional Director
TITLE

REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 - 13

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Kaman Industrial Technologies
Company Name

Authorized Signature

Tony Rugghia
Print Name

SE Regional Director
Title

In all other respects, except as specifically stated herein, the subject RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Kaman Industrial Technologies

SIGNATURE: _____ **DATE:** Aug. 24, 2020

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for **CITY OF ORMOND BEACH – RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Stewart's Electric Motor Works, Inc.** ("Contractor"), 8951 Trussway Blvd., Orlando, FL 32824, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposal (RFP 2020-13, "Utilities Motor and Pump Repair Services") dated September 15, 2020, along with Addendum No. 1, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years with two (2) automatic one-year renewal options for a total not to exceed five (5) years, unless either party provides at least ninety (90) days prior written notice of its intent not to renew the Agreement.

3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibit. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibit.

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Stewart's Electric Motor Works, Inc.**
Joyce Shanahan, City Manager	Rebecca Keogh, Service and Sales
(copy to City Attorney)	8951 Trussway Blvd.
22 South Beach Street	Orlando, FL 32824
Ormond Beach, FL 32174	

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Each Occurrence
	$300,000 General Aggregate*
	$300,000 Aggregate Products & Completed Operations
	$ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence
	$1 Million General Aggregate*
	$1 Million Aggregate Products & Completed Operations

	$ 50,000	Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations	
	$ 50,000	Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]	

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

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

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

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

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

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

provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO

THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

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

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

DATED this 1 day of December, 2020.

Witnesses:

Wendy Hontz

Print Name: Wendy Hontz

Cassidi Ritz

Print Name: Cassidi Ritz

CITY OF ORMOND BEACH

By: Bill Partington

BILL PARTINGTON
Mayor

By: Joyce Shanahan

JOYCE SHANAHAN
City Manager

DATED this 12 day of October, 2020.

Witnesses:

Kathryn E. Jones

Print Name: Kathryn E. Jones

Samuel Sawtelle

Print Name: Samuel Sawtelle

STEWART'S ELECTRIC MOTOR WORKS, INC.

By: Rebecca Y. Keogh

Print Name: Rebecca Y. KEOGH

Title: Service and Sales

Attest: Michael J. Stewart

Print Name: MICHAEL STEWART

Title: PRESIDENT

Stewart's
ELECTRIC MOTOR WORKS, INC.

Utilities Motors & Pump Repair Services

Stewart's Electric Motor Works, Inc.

8951 Trussway Blvd,
Orlando FL 32824

Presented by: Rebecca Keogh

September 15, 2020

Stewart's
ELECTRIC MOTOR WORKS, INC.

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Introduction Letter and Point of Contacts
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Plant Equipment List
Vibration Certificate
Alignment Certificate

EASA The Electro-Mechanical Authority

8951 Trussway Boulevard, Orlando, FL 32824
Office: 407-859-1837 | Fax: 407-859-2584 | TollFree: 800-729-0271
www.semw.net

PEV CERTIFIED

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **UTILITIES MOTOR AND PUMP REPAIR SERVICES**

RFP NUMBER: **2020-13**

RFP DUE DATE & TIME: **September 16, 2020 at 2:00 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 1, 2020 at 10 a.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

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

PROPOSER'S NAME: Stewart's Electric Motor Works, Inc.

PROPOSER'S MAILING ADDRESS: 8951 Trussway Blvd

CITY-STATE-ZIP: Orlando, Fl 32824

F.E.I.N.: 59-2189032

PHONE NUMBER: 407-859-1837 EMAIL: Rebecca@semw.net

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Rebecca Keogh
NAME (TYPED)

Service and Sales
TITLE

09/15/2020
DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

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

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

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

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

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

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

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

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

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

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

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

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

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

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

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13

I. INTRODUCTION

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide pump and motor repair services on an "as needed basis" for the Utilities Division of the Public Works Department. Award may be made to one or more firms, and no guaranteed quantity of work is offered. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

To be considered, bidders must submit one (1) signed and unbound original of the complete proposal packet, including all required attachments, along with one (1) full complete electronic file of the proposal in pdf format on either a CD or thumb drive by the closing date and time. Responses shall be submitted in sealed envelopes and clearly identified as "**UTILITIES MOTOR AND PUMP REPAIR SERVICES**" and reference **RFP No. 2020-13"** on the outside of the envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Bids delivered after the time and date specified will not be accepted.** The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required. For any question regarding bid delivery contact the purchasing office at 386-676-3223.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extends outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2019 included 22,532 active water accounts, of which 17,412 were located within the City limits. Records indicate there were 17,532 active water & sewer accounts, of which 17,265 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

The Utilities Division of the City's Public Works Department is responsible for providing quality potable water, sanitary sewer and reclaimed water services to utility customers in a manner that balances social, environmental, and economic factors. The Utilities Division of the Public Works Department consists of five operating sections: Water Production, Water Reclamation (sometimes referred to as the Wastewater Treatment Facility), Potable Water Distribution, Wastewater Collection & Reclaimed Water Distribution, and Equipment Maintenance.

The Water Production Division is responsible for the safe and efficient operation of the City's Water Treatment Plant (WTP), 19 wells, 3 water storage tanks, and four water distribution booster stations. The WTP has a design capacity of 12.0 million gallons per day.

The Water Reclamation Facility (also referred to as the Wastewater Treatment Facility) is responsible for the safe and efficient treatment of wastewater, the supply of reclaimed water for irrigation, and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The City's Water Reclamation Facility is designed to treat sewage at a rate of 8 million gallons per day. The City utilizes 76 sanitary sewer lift stations to transmit wastewater to the Wastewater Reclamation Facility. Meanwhile, the reclaimed water system has a permitted capacity of 10 million gallons per day, and utilizes 3 reclaimed water storage tanks and associated pump stations.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide **UTILITIES MOTOR AND PUMP REPAIR SERVICES** on an "as needed" basis. The term of this contract shall be for an initial three (3) year agreement. The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year

period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding.

B. Scope of Work:

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. Awarded firms will be responsible for:

1. Pickup of equipment requested for evaluation and/or repair from affected City of Ormond Beach facility within 72 hours of request.
2. After assessment of equipment, development of a quote for the work necessary to repair to include pricing in accordance with the agreement and timeline to complete the work
3. Execution of work on the equipment, once a Purchase Order referencing the quote has been issued
4. Timely completion of the work
5. Return of repaired equipment within 48 hours of completion of work
6. General responsiveness to requests for evaluation/repair, phone calls and emails

Service under this award will include a full range of pump and electric motor repair services. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. Firms selected shall be capable of providing services including, but not limited to, the following:

PUMP REPAIR SERVICES:
Shaft Repair
Shaft Replacement and Bearing Replacement Seal Repair
Seal Replacement
Wear Ring Replacement Impeller Repair Impeller Replacement
Apply Protective Coatings Volute Repair
Volute Replacement Casing Repair Casing Replacement Dynamic Balancing
Clean Pump Assembly of Pump
Performance Testing Pump Curves
Provide Detailed Shop Reports, and Recommendations

ELECTRIC MOTOR REPAIR SERVICES:
Repair Shaft
Replace Bearings
Rewind Motor
Dip and Bake Motor
Balance Motor
Motor Diagnostic

MOTOR TESTING SERVICES:
Megging
HiPot Testing
Surge Testing
Voltage Drop Testing
Core Loss Testing
Provide Detailed Shop Reports and Recommendations

III. PROPOSAL REQUIREMENTS

A. Inquiries

Inquiries concerning this Request for Proposals shall be submitted to the attention of the Purchasing Coordinator by email to robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, NO questions will be responded to after September 8, 2020 at 5 p.m. which is eight (8) days prior to the submittal due date. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

B. Submission of Proposals

Submittals will not be evaluated on the aesthetics of the package. Non-recyclable materials are discouraged. Points may be deducted for Responses that exceed seventy-five (75) pages.

The following material must be received no later than 2:00 p.m. on September 16, 2020 for a proposing firm or individual to be considered:

1. One (1) original, unbound copy and one (1) digital copy contained on a CD or flash drive with all the same documents in a PDF format. The proposal shall include the following:

    a. Title Page: Title page marked, "**UTILITIES MOTOR AND PUMP REPAIR SERVICES**", the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

    b. Table of Contents: Include a clear identification of the material included in the proposal by page number.

    c. Standard General Requirements: Include Proposer's name and principal address; contact person's name and title; telephone and fax number; FEIN; number of years organization has been in business; number of years your firm

has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

d. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

e. Technical Qualifications of Firm: Provide a description and overview of firm, including the size, range of activities, licenses, certifications etc. Detail expertise in, and experience with troubleshooting and repair of pumps and electric motors such as lift station pump/motors, well pump/motors, transfer pump/motors, and high service pump/motors (5 HP to 300 HP and up to 5000 GPM) of similar size and materials. (Limit response to two pages maximum) Identify any subcontractors(s) that will be involved if work not performed in house, including address and a description of qualifications. (Limit response to one page maximum per subcontractor)

f. Technical Qualifications of the Project Team: Identify the primary individuals (Project Team) who will be responsible for supervising, managing and executing the work for this Contract. List all certifications appropriate to the work. (Limit response to one page per person)

g. References: Using the "List of References" sheet supplied herewith, provide list of six (6) utility clients for whom work has been performed within the past 5 years. Be sure to include:
   - Entity/Client
   - Location
   - Year Completed
   - Client contact name, Phone and Email
   - Types of equipment serviced

h. Responsiveness: Describe your approach to timely completion of work and provide general turnaround times.

i. Pricing: Provide not to exceed pricing using the Proposal Pricing Form.

j. Location: Provide shop location(s) where the bulk of work will occur and indicate which member of the Project Team primarily works from each. Provide information on alternate or backup facilities, if available. Points shall be awarded as follows: Within 25 miles of Ormond City Hall (15 points), Within 50 miles of Ormond Beach City Hall (10 points), Within 100 miles of Ormond Beach City Hall (5 points), Beyond 100 miles of Ormond Beach City Hall (0 points)

IV. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

EVALUATION CRITERIA	MAXIMUM POSSIBLE POINTS
Technical Qualifications of Firm	20
Technical Qualifications of Project Team	20
References	20
Responsiveness	10
Pricing	10
Location	15
Completeness of Proposal	5
TOTAL	100

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

V. TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with Federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time.

F. Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm(s) selected.

G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13
LIST OF REFERENCES

1. Entity/Client	Treasure Coast Energy Center		
Location	Fort Pierce, FL	**Year Completed:**	2019
Client Contact Name	Bill Anderson		
Email	banderson@fpua.com	**Phone:**	772-633-5419
Types of equipment serviced	Repair of Electric Motors and Pumps as well as		
service call for vibration analysis and alignment			

2. Entity/Client	City of West Palm Beach		
Location	1009 Banyon Blvd	**Year Completed:**	Current
Client Contact Name	Rick Smith		
Email	rksmith@wpb.org	**Phone:**	561-436-2127
Types of equipment serviced	Currently hold the motor and pump contract for repair		
and on site services required			

3. Entity/Client	City of West Palm Beach		
Location	Waste Water, 4375 Easley Drive	**Year Completed:**	Current
Client Contact Name	James Looney		
Email	jlooney@wpb.org	**Phone:**	561-835-7420
Types of equipment serviced	Currently hold the motor and pump contract for repair		
and on site services required.			

UTILITIES MOTOR AND PUMP REPAIR SERVICES
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LIST OF REFERENCES

4. Entity/Client	Orlando Utilities Commision		
Location	100 W. Anderson St. Orlando	**Year Completed:**	Current
Client Contact Name	Eric Jones		
Email	ejones@ouc.com	**Phone:**	407-434-4216
Types of equipment serviced	Currently hold the contract for pump repair and turn key service calls		

5. Entity/Client	City of Daytona Beach Waste Water Plant		
Location	Daytona Beach FL	**Year Completed:**	Current
Client Contact Name	JR		
Email	rommichjimmie@codb.us	**Phone:**	386-671-5703
Types of equipment serviced	Repair Electric Motors and Pumps as well as Removal and install of pumps and motors		

6. Entity/Client	City of Daytona Beach		
Location	Lift Stations	**Year Completed:**	2020
Client Contact Name	Patrick Henderson		
Email	hendersonpatrick@codb.us	**Phone:**	386-585-5225
Types of equipment serviced	Repair of Electric Motors and Pumps as well as service call to remove and install pumps and motors		

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13

PROPOSAL PRICING –Motor and Pump Repair

Proposer submits the following prices for the work described in this solicitation:

	Item of Work	Per (Unit)	Unit Price
1.	Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	$ No Charge
2.	Crane Truck Service (including operator) for removing and install pump or motor	HR	$ $105.00
3.	Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	$ $55.00
4.	Non-Standard Labor Rate (Mechanic) After hours, weekend, and holidays	HR	$ $75.00
5.	Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm	HR	$ $55.00
6.	Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays	HR	$ $75.00
7.	Tear Down and Inspection	HR	$ No Charge
	Parts Allowance: Cost plus markup %		1 . 25%

Risk Management and Insurance Requirements

A. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

B. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

$100,000. Each Accident Bodily Injury by Accident
$100,000. Each Employee Bodily Injury by Disease

$500,000. Policy Limit Bodily Injury by Disease

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	Limits (not less than)	
$0 - $25,000	$300,000	Each Occurrence
	$300,000	General Aggregate*
	$300,000	Aggregate Products & Completed Operations
	$ 25,000	Fire Damage (any one fire)
$25,001 - $250,000	$500,000	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurenca/$2 Million General Aggregate]	

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	Limits (not less than)
$0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

C. Requirements for Certificates of Insurance

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

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial

General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

4. The City shall be listed as a named insured on all policies of insurance and certificates thereof.

REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020-13

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Stewart's Electric Motor Works, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Rebecca Keogh
NAME (PRINT OR TYPE)

Sales & Service
TITLE

REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 - 13

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Stewart's Electric Motor Works, Inc.
Company Name

Authorized Signature

Rebecca Keogh
Print Name

Sales & Service
Title

ADDENDEM NO. 1

August 17, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The Project Manual shall be amended as follows:

Item 1: The following additional information is being provided in response to inquiries submitted to the Purchasing Coordinator.

Question 1: What is the budgeted amount for this service?
Answer 1: The annual budgeted for repair and maintenance typically totals approximately $200,000 for Water and $120,000 for Wastewater for a total of $320,000.

Question 2: Is there an itemized motor/pump listing?
Answer 2: No itemized listing of motor and pumps exists. However, Page 8 of 24 of the Bid Specifications provides a detailed overview of the utility facilities, which is intended to provide prospective bidders with an appreciation of the corresponding infrastructure required to operate the system described.

Question 3: Will the city pick one vendor for both pump and motor repair or would you consider dividing the two services between suppliers?
Answer 3: The City plans to select a minimum of two vendors for the services described. Selection will be based upon qualifications, experience, and other factors detailed in the Specifications.

Question 4: The pay item does not include mobilization. Can the Contractor assume they will be compensated at the itemized rate on the bid sheet per google maps from their base, to the requested site, and back to base?
Answer 4: No, the City will not compensate the contractor for mobilization. Page 9 of 24 details the Scope of Work. City forces shall remove equipment, and then load the equipment on the contractor's vehicle for the contractor to transport to and from the contractor's shop for repair. Once the contractor transports the repaired equipment back to the City, then the City shall remove the item from the contractor's vehicle and City forces shall reinstall the equipment.

Question 5: Can the owner give brand, and model numbers for the (19) Well's, (76) Lift Station's, and (4) Booster Stations?
Answer 5: The requested information for brands and models is not available. Multiple styles, brands, sizes and manufacturers for pumps and motors are utilized.

Question 6: Are there any overhead power service's that would need to be removed prior to any of removal of equipment that would prevent the crane from safe working practices? If so will the City be responsible for contacting power company for this portion of work?
Answer 6: Under this contract, City forces anticipates removing and reinstalling pumps and motors, including crane operation and coordination with FPL.

Question 7: Would you please clarify as to the intended focus of this contract?
Answer 7: This RFP primarily focuses on repair and refurbishment of pumps and motors at treatment plants as well as the pumps and motors for equipment at remote pumping stations which utilize High Service Pumps. The work also includes pumps and motors associated with submersible sewage pumping stations, where the City is standardized on Flygt Pumps. *This contract is not intended for work associated with water production wells. Potential bidders are advised that the City is actively planning to advertise a separate contract focusing on Well Repairs and Rehabilitation.*

Question 8: Can you please send me prior bid tabulation with bid unit price breakdowns?
Answer 8: The City has not previously had a contract for these types of services.

In all other respects, except as specifically stated herein, the subject RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Stewart's Electric Motor Works, Inc.

SIGNATURE: _____ **DATE:** 09/15/2020

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for **CITY OF ORMOND BEACH – RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

Stewart's
ELECTRIC MOTOR WORKS, INC.

Stewart's Electric Motor Works Inc.
Established June 1st. 1982
FEIN: 59-2189032

Stewart's Electric Motor Works is located at 8951 Trussway Blvd, Orlando, FL, 32824. Our main telephone number is 407-859-1837 which is also our afterhour's number. We have been in business for 38 years repair electric motors and pump. We are the first in the State of Florida and the 10th in the Country to become PEV (Proven Efficiency Verification) approved by a third party that we have the process and procedures to put a motor back to manufacture specification with no loss to efficiency. We are also an EASA accredited facility one of only two in the State of Florida, as well as many members of our staff have been or currently board members. Stewart's takes great pride in our service to our customers as well as our quality of our work. We continue to perform on-going training for our employees as well as our customers. We encourage you to look at all the EASA accredited members not just a member. Which you can location on this link: www.easa.com. Here is the link to the PEV www.advancedenergy.org/markets/motorsanddrives/

We would like to thank you for the opportunity to be of service to the City of Ormond Beach and look forward to working with you in the future.

Current Point of Contacts:

Mike Stewart ~ President 407-859-1837
Paul Stewart ~ Vice President 407-859-1837
Rebecca Keogh ~ Service & Sales 407-859-1837
Bret McCormick ~ Technical Director, Level II vibration certification
Sam Sanchez ~ Foreman Lead, Level I vibration Certification and alignment
Lori Slife ~ In sides Sales ~ 407-859-1837

advanced energy

June 29, 2020

Troy Howell, Chief Operator
City of Cocoa
Dyal Water Treatment Plant
28400 St. Rd. 520
Christmas, Florida 32709

Dear Mr. Howell,

I am writing on behalf of Stewart's Electric Motor Works Incorporated to provide more information on Advanced Energy's Proven Efficiency Verification Program (PEV). First, I would like to commend the City of Cocoa for requiring evidence of documented quality programs for its motor and pump repair vendors. Motor repair can be done without sacrificing efficiency and this is vitally important not only for energy savings but also for improved reliability as more efficient motors run cooler and under normal operation will last longer. By achieving and maintaining PEV status motor service centers like Stewart's Electric Motor Works demonstrate they have the people, processes, materials, and equipment required to maintain efficiency when they rewind motors. Stewart' is currently the only PEV accredited motor service center in Florida and has maintained their credentials since initial verification in 2012.

Our program has stringent requirements and includes on-site audits of the motor service center and annual before and after repair testing performed in our nationally accredited motor efficiency test lab. Electric motors account for over 50% of all electricity generated in the world which is the main reason Advanced Energy has been working in this field for almost 30 years. Our lab was first in the world to be certified by the National Institute Standards and Technology specifically for motor efficiency testing, in 1997. We work directly with the US Department of Energy, motor manufacturers, motor distributors, OEMs, and motor services centers like Stewart's Electric Motor Works.

We invite you to learn more about our motor and drive team and PEV (bottom of page) here. https://www.advancedenergy.org/markets/motorsanddrives/

Thank you for your time and consideration.

Sincerely,

Kitt Butler
Director, Business Development

909 Capability Drive | Suite 2100 | Raleigh NC 27606 | 919 857-9000

Stewart's
ELECTRIC MOTOR WORKS, INC.

PLANT EQUIPMENT LIST

Facility:

- 18,000 square foot repair facility Built 1994
- 6,000 square foot expansion in 2015
- Total area devoted to repair 24,000 square foot
- Large bay has a 20-foot high door
- Air Condition winding room
- Self-Contained cleaning area

Bridge Cranes:

- 15 ton with 20-foot hook height, 50 foot span.
- 10 ton with 20-foot hook height, 50 foot span.
- 5 ton with 12-foot hook height, 35 foot span.
- 5 ton with 12-foot hook height, 20 foot span.
- Various 3, 2 and 1 ton jibs, monorails, etc.

Test Center:

- Large Test Center 1500 KW
    - Variable voltage 0 to 7,200 Volts
    - Variable frequency 20 to 65 cycles
    - Capacity 2000 amps @ 460VAC
    - Variable voltage 0-700 DC

- Small Test Center 250KW
    - Step voltages 30, 60, 115, 208, 230, 460
    - Capacity 300 amps

Certified Calibration Program:

- Bench Mark (Traceable to NIST Standards)

Training:

- Ongoing training program for all technicians
    - Webinars
    - Seminars
    - Online courses
- Technical
- Safety

Floor Mounted Test Bed:

- Isolated mounted 13` X 8` test bed,
- Foundation mass over 25 tons

Core Loss Tester:

- Lexseco core loss tester with computer data printout through 5000 HP.

Stripping Ovens:

- Ace high efficiency motor stripping oven 6` X 6` X 6` equipped with water injector and chart recorder system.

- Ace high efficiency motor stripping oven 4` X 4` X 4` equipped with water injector system.

Baking Ovens:

- Steelmen baking (curing) oven 10` X 10` X 12` equipped with chart recorder.

- Bayco baking (curing) oven 6 ` X 6` X 6`

- Steelmen baking (curing) oven 4` X 4` X 4`

- Steelmen baking (curing) oven 3` X 3` X 3`

Vacuum Pressure Impregnation (VPI):

- **Epoxylite 6 foot VPI system with additional 3 foot shaft well, equipped with Epoxy resin.**
  - Ranbar U2002 Epoxy resin is stored in a vacuum vessel at 65 degrees Fahrenheit.

- **Dip tank 5' X 6` X 7`**
  Epoxy resin.
  - Ranbar U2002 Epoxy resin

- **Epoxylite Trickle varnish treatment system**
  Epoxy resin.
  - Star ST-36-2 Epoxy resin.

Winding:

- SAMATIC Auto Winding Machine Model 2680 EXT
- Samatic winding heads AC & DC
- In house computer to verify winding data necessary to insure that your motor will be restored to original factory specifications.
- Air-condition winding room to in sure a clean and moisture free environment.
- Baker Surge Tester 12KV, equipment includes Hi-Pot. (Calibrated)
- Phoenix automatic Polar Index (PI) and Megger tester with recorded printout.
- Armature Bandar with pressure gauges.
- Various winding tools and soldering equipment.

Vibration Equipment:

- Computational Systems Incorporated (**CSI**) 2120 vibration analyzer (portable).
- Computational Systems Incorporated (**CSI**) 2115 vibration analyzer (portable).
- TPI High Performance Vibration Analyzer
- Digital Cameras

Alignment Equipment:

- Easy Laser System & Vibration Meter
- Easy Laser belt system
- Various calibrated hand held dial indicators and alignment tools

Balancing Equipment:

- Dynamics Research Dynamic Computerized stationary Balancing machine. Machine includes balance capabilities to balance rotating equipment to ANSI, NEMA, EASA, Petrochemical, and many other specifications in several languages. This balancer will swing 90 inches and has the capacity of 22,000 lbs., computer generated printouts provide before & after balanced readings.
- Dyna-Bal Dynamic Balancer, Computerized with printable reports, 72 inch swing with a capacity of 5500 lbs.
- Digital scale 10,000 lb (calibrated)
- CSI Field balancing analyzer.

Machine Shop:

- Lathe with 72-inch swing, 15-foot bed, and 22-ton capacity
- Lathe with 32-inch swing, 10-foot bed
- Lathe with 24-inch swing, 9-foot bed
- Lathe with 12-inch swing, 4-foot bed

- Vertical Boring Mill 64 inch swing, 60 inch table
- Vertical Mill 12 inch swing, 52 inch table
- Eutectic Metal spray system
- Electro-plating system
- 200 Ton Horizontal press
- 100 Ton Puller
- 60 Ton Puller
- Other smaller pullers
- Power pack hydraulic
- Various calipers and measuring tools (calibrated)
- Welders – Mig /Tig / All

Meters:

- Fluke Ti110 Thermo imaging (calibrated)
- Oscilloscope
- Meg-Ohm Testers 250-500-1000-2500 (calibrated)
- Various Digital ohmmeters (calibrated)
- Phase Rotation Meter
- National Coil Bar to Bar meter up to 25000HZ
- Hydraulic Lug Crimper (Calibrated)
- SKF- Electrical discharge detector
- Various amp-meters, voltmeters, inferred temperature probes.

Cleaning:

- Mart Parts Washer
- Steam cleaning area (self-contained)
- Mart EQ-1 waste water processing system

Transportation:

- Flat Bed Trailer Capacity 18,000 lbs.
- Flat bed truck Capacity 8,000 lbs.
- Service trucks with 6 Ton Crane
- Delivery truck with 2 Ton Crane
- 5- Various pick up vehicles
- Reliable insured contractors used for hauling large loads

Technical Associates

TABofC

Board of Certification

Certifies That

Bret McCormick

has successfully completed the requirements for

VIBRATION ANALYST: ISO CATEGORY II

TABofC Certification Program for Vibration Analysts complies with the International Organization for Standardization, ISO 18436-2 Standard, Condition Monitoring and Diagnostics of Machines.

May 26, 2017
Date of Examination

17/05/26 7800-926 -06
Certificate Number

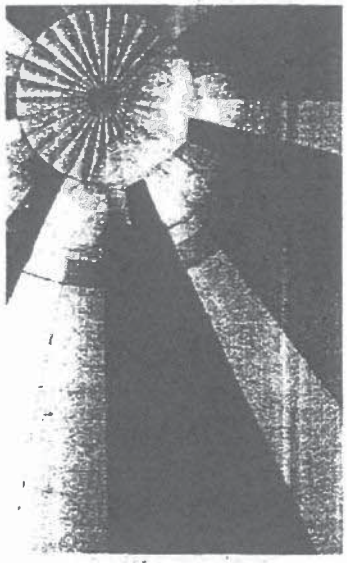
May 26, 202
Expiration D

Technical Associates Board of Certification
1230 West Morehead Street, Suite 400
Charlotte, NC 28208
Tel: (704) 333-9011 Fax: (704) 333-1728

James E. Berry,

James E. Berry, P.E., Certification M

Alignment Supplies, Inc.



presents

Certificate of Completion

to

Sam Sanchez

For

Easy-Laser

Level 1

Shaft Alignment Training Course

Greg Knitz, President *August 26, 2008*



Stewart's

ELECTRIC MOTOR WORKS, INC.

WE ARE FLORIDA'S
1ST
EFFICIENCY & RELIABILITY
LEADER

Congratulations Team on your Commitment to Excellence!!



AN ADVANCED ENERGY MOTOR RENEWAL PROGRAM

CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: December 1, 2020

Subject: Utilities Motor and Pump Repair Services

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request to approve continuing contracts for utilities motor and pump repair services to three contractors, each for an initial term of three years with renewal clauses available for additional years.

Background

On July 28, 2020, the City Commission approved a disposition item to advertise a Request for Proposals (RFP) for utilities motor and pump repair services. On September 16, 2020, six proposals were received. On September 24, 2020, a ranking committee consisting of the Utilities Maintenance Superintendent, the Chief Water Treatment Plant Operator, the Chief Wastewater Treatment Plant Operator, and the Utilities Engineer met and ranked the proposals. The committee collectively and unanimously agreed to recommend award of a contract to three companies that showcased qualifications, experience, and references superior to the other bidders. In accordance with the RFP, it is being recommended that the following three firms be awarded a utilities motor and pump repair services contract:

- Florida Armature Works - Kissimmee, FL
- Ruby Industrial Technologies, LLC (d/b/a Kaman Industrial) - Orlando, FL
- Stewart's Electric Motor Works - Orlando, FL

Discussion

Prequalifying multiple vendors to provide utilities motor and pump repair services ensures that the vendors have the required staffing, qualifications, and experience to complete repairs on mechanical and electrical utilities infrastructure in a timely manner. The competitive bidding process enabled staff to verify that each vendor's proposed unit prices are fair and consistent within the utility industry standards of the Central Florida

region.

As a result, having these vendors under contract serves as an effective management tool to facilitate and expedite repairs. The outcome is improved water, sewer, and reclaimed system reliability.

The term of the contract is for an initial period of three (3) years, followed by an automatic renewal clause for two additional one-year periods.

Budget Impact

There is no direct budget impact associated with this proposal. Work will only be done on an as-needed basis. However, recognizing the routine need for these services, funding is annually allocated for these needs. In FY 2020-21, the funding sources include Water & Wastewater Operating Fund for Water Treatment Plant Repair & Maintenance ($180,000) and Wastewater Treatment Plant Repair and Maintenance ($120,000), as well as the Capital Project Fund (Water & Wastewater) entitled “General Facility and System Upgrades” (with a combined budget of $350,000).

Citizen Impact

Having multiple qualified vendors capable of providing both scheduled and emergency pump and motor repairs reduces the time for pumps to be out of service. Thus, the reliability of utility service is improved providing further benefit to our customer base and protecting the environment. Additionally, soliciting for multiple vendors ensures competitive pricing, and reduces operating costs with improved in-house administrative efficiency.

Recommendation

Staff recommends approval of the continuing contracts to the three companies (Florida Armature Works, Ruby Industrial Technologies (d/b/a Kaman Industrial), and Stewart’s Electric Motor Works) for utilities motor and pump repair services.

Attachments:

- 20-184 Motor & Pump As Needed Svcs (P20-0187G) (PDF)
- Florida Armature pump repair (P20-0187G) (PDF)
- Ruby Technologies/Kaman Industrial pump repair (P20-0187G) (PDF)
- Stewarts Electric pump repair (P20-0187G) (PDF)
- 2020-13 RFP Tab Combined (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 10/12/2020

Claire Whitley, Assistant City Manager 10/27/2020

APPROVED BY:

Joyce A. Shanahan, City Manager 11/25/2020

City of Ormond Beach
RFP TABULATION
Utilities Motor and Pump Repair Services
RFP No. 2020-13

RFP Opening Date: September 16, 2020 Time: 2:00 P.M.

The Following Companies Submitted Proposals:

STEWART'S ELECTRIC MOTOR
KAMAN INDUSTRIAL TECHNOLOGIES
MOLINE ELECTRIC MOTOR & MACHINE INC
FLORIDA ARMATURE WORKS
TAW ORLANDO SERVICE CENTER
PADGETT SWANN MACHINERY

Opened By: Robert Schuttie **Tabulated By:** Roger Smith

Title: Purchasing Coordinator **Title:** Utilities Engineer

RFP Tabulation
Summary

Project: 2020-13 Utilities Motor and Pump Repair Services

Date & Time: 9/16/2020 at 2:00 PM

Firm
Stewart's Electric Motor
Kaman Industrial Technologies
Moline Electric Motor &Machine Inc.
Florida Armature Works
TAW Orlando Services
Padgett Swann Machinery

Robert Schattie
Purchasing Coordinator

City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 7.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Auto Renewal - Water Well Assessment and Rehabilitation		
Summary:	This agenda item is to inform the City Commission that staff intends to utilize the auto-renewal portion of the Water Well Assessment and Rehabilitation contract with Layne Christensen Company and Thompson Well & Pump, Inc. The City entered into a contract with Layne Christensen Company and Thompson Well & Pump, Inc. to provide repairs to the City's water production wells on an as-needed basis, under Resolution 2020-182. This contract was for 3 years, beginning December 1, 2020. This contract allows for 2 one-year auto-renewals. Staff intends to utilize the second auto-renewal to add an additional one-year time period, thereby extending the contract until November 2025. An auto-renewal provision allows a contract to extend beyond its initial term without requiring formal renewal action. Once the contract reaches its end date, it automatically renews for an additional term, unless either party gives notice of intent to terminate or modify within a specified time frame. This ensures continuity of services while minimizing the need for renegotiation each time the contract term expires. However, it's important to monitor such provisions to ensure they align with the City's goals and budget. Under the current contract, both Layne Christensen Company and Thompson Well & Pump, Inc, have provided reliable and high-quality service to the City. The well assessment and rehabilitation services provided have aided in keeping the City's raw water production wells in operation, thereby allowing the City to maintain the level of service expected by its customers.		
Financial Impact:	The City anticipates spending approximately $145,000 on Water Well Assessment and Rehabilitation services this fiscal year. This estimate		

	is based on funds utilized in previous fiscal years. Fund 401 - Water and Wastewater Operating Account has sufficient funds in FY 2024-2025 for these servcies.
Citizen Impact:	Proper assessment and rehabilitation of the City's water production wells is necessary to provide sufficient and safe drinking water to the City's utility customers.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of a one year auto-renewal for the water well assessment and rehabilitation contracted services to Layne Christensen Company and Thompson Well & Pump, Inc.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. RES 2020-182 (7I) 2. City of Ormond_COI_TWP_Update
Approval:	Kelly McGuire, Finance Director 10/16/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/23/2024 Joyce Shanahan, City Manager 10/23/2024

RESOLUTION NO. 2020-182

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH TWO PROFESSIONAL FIRMS FOR WATER WELL ASSESSMENT AND REHABILITATION SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2020-29; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (RFP 2020-29) for water well assessment and rehabilitation services on an as needed basis relative to water production wells throughout the City ("the Project"), and

WHEREAS, the City's professional staff have reviewed the proposals received and have negotiated contracts with two (2) firms to provide the aforedescribed repair services (copies of said proposals being incorporated in the contracts which are attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing, the City's professional staff recommends that the City Commission accept the proposals of Layne Christensen Company and Thompson Well & Pump, Inc. to provide repair services for the Project at the prices set forth on the attached contracts, and

WHEREAS, the City Manager has certified that money for the project, not to exceed $355,000.00 annually, has been appropriated to the Water & Wastewater Operating Fund, the Water Treatment Plant Repair & Maintenance Fund, and the Capital Project Fund and that said funds have not been appropriated for any other purpose, and

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

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Layne Christensen Company to provide water well assessment and rehabilitation services on an as needed basis relative to various water production wells throughout the City.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Thompson Well & Pump, Inc. to provide water well assessment and rehabilitation services on an as needed basis relative to various water production wells throughout the City.

SECTION THREE. All other proposals relative to the aforedescribed Project shall be deemed rejected upon the execution of contracts with Layne Christensen Company and Thompson Well & Pump, Inc.

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

APPROVED AND AUTHENTICATED this 1st day of December, 2020.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Layne Christensen Company** ("Contractor"), 5061 Luckett Road, Fort Myers, FL 33905, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals (RFP 2020-29, "Water Well Assessment and Rehabilitation Services") dated September 29, 2020, attached hereto as Exhibit "A", and the Proposal dated September 30, 2020, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years and shall be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice of their intent not to renew.

3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.

5. **Termination of Agreement.**
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Layne Christensen Company**
Joyce Shanahan, City Manager	Blake McCullers, Project Manager
(copy to City Attorney)	5061 Luckett Road
22 South Beach Street	Fort Myers, FL 33905
Ormond Beach, FL 32174	

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Each Occurrence
	$300,000 General Aggregate*
	$300,000 Aggregate Products & Completed Operations
	$ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence
	$1 Million General Aggregate*
	$1 Million Aggregate Products & Completed Operations

	$ 50,000	Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000	Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]	

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

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

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

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

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

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

provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO

THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

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

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

DATED this 1 day of December, 2020.

Witnesses:

Wendy Hontz

Print Name: Wendy Hontz

Cassidi Ritz

Print Name: Cassidi Ritz

CITY OF ORMOND BEACH

By: Bill Partington

BILL PARTINGTON
Mayor

By:

JOYCE SHANAHAN
City Manager

DATED this ____ day of _____, 2020.

Witnesses:

Print Name: Blake McCullers

John Cathey

Print Name: John Cathey

LAYNE CHRISTENSEN COMPANY

By:

Print Name: William C. Stuckey

Title: General Manager

Attest:

Print Name: Miguel Martinez

Title: Project Manager

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **WATER WELL ASSESSMENT AND REHABILITATION SERVICES**

RFP NUMBER: **2020-29**

RFP DUE DATE & TIME: **September 30, 2020 at 2:00 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 15, 2020 at 10 a.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

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

PROPOSER'S NAME: Layne Christensen Company

PROPOSER'S MAILING ADDRESS: 5061 Luckett Road

CITY-STATE-ZIP: Fort Myers, Florida 33905

F.E.I.N.: 48-0920712

PHONE NUMBER: 239-275-1029 EMAIL: blake.mccullers@gcinc.com

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Miguel Martinez
NAME (TYPED)

Project Manager
TITLE

September 29, 2020
DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

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

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

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

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

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

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

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

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

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

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

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

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

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

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

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29

INTRODUCTION

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide water well assessment and rehabilitation services on an "as needed basis" for the Utilities Division of the Public Works Department. Award may be made to one or more firms, and no guaranteed quantity of work is offered. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

To be considered, bidders must submit one (1) signed and unbound original of the complete proposal packet, including all required attachments, along with one (1) full complete electronic file of the proposal in pdf format on either a CD or thumb drive by the closing date and time. Responses shall be submitted in sealed envelopes and clearly identified as "**WATER WELL ASSESSMENT AND REHABILITATION SERVICES**" and reference **RFP No. 2020-29"** on the outside of the envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Bids delivered after the time and date specified will not be accepted.** The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required. For any question regarding bid delivery contact the purchasing office at 386-676-3223.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

NATURE OF SERVICES REQUIRED

A. General

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extends outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2019 included 22,532 active water accounts, of which 17,412 were located within the City limits. Records indicate there were 17,532 active water & sewer accounts, of which 17,265 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide **WATER WELL ASSESSMENT AND REHABILITATION SERVICES** on an "as needed" basis. The term of this contract shall be for an initial three (3) year agreement. The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding.

In order to meet the required demands, the City presently utilizes thirty-nine (39) water production wells. Details of individual wells are provided later within this same section. Bidders should be aware that the City's current inventory of well pumps includes multiple suppliers including Gould Water Technology Submersible Pumps (A Xylem Brand), Peabody Floway Vertical Turbine Submersible Pumps, and Grundfos Pumps.

To provide vendors with a better understanding of the City's water well network, an excerpt from the recently completed *Western Service Area Master Plan Update* (February 2020) completed by Mead & Hunt, is provided. The excerpt entitled "Existing Raw Water Infrastructure," is broken into three parts. In Part 1, Existing Wellfield Summary, a paragraph describes the City's four wellfields. Thereafter, in table format, all wells are listed with relevant details including: the ID number, the casing diameter the casing depth, the well total depth, pump capacity, drilling date, and status. In Part 2, Existing Wellfield Water Quality, a paragraph description provides an overview of the water quality followed by a table providing chloride levels measured at specific well sites from 2015 through 2019. Lastly, Figure 2-1 Primary Water Components, graphically depicts the locations of the wells relative to major roadways.

Excerpts from *Western Service Area Master Plan Update* (February 2020) completed by Mead & Hunt

Existing Raw Water Infrastructure

1) Existing Wellfield Summary

The City provides potable water service to residential, retail, and commercial customers throughout their service area. The City currently has approximately 56,000 potable water customers. The City currently obtains its water supply to serve these customers from four (4) separate wellfields. The wellfield names are as follows: Division, SR40, Hudson, and Rima Ridge. Within these four wellfields, there are currently 33 active primary and secondary groundwater production wells drilled into the upper producing zones of the Floridan aquifer. Additionally, the City owns and operates three wells in the Breakaway (BAT) Trails wellfield region, but these BAT wells are currently only being utilized for reclaimed augmentation purposes. ***Table 2-1*** below summarizes current information regarding all of the City's wellfields with their corresponding capacities. Three new wells were "proposed" for construction within the Hudson wellfield in the 2015 Master Plan and are included within ***Table 2-1.***

Table 2-1: Existing Wellfield Summary

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Division Wellfield	4D/7A	137840	12	115	190	200	2009	Active
Division Wellfield	5D/8A	17255	12	100	201	200	1999	Active
Division Wellfield	6D/9A	17256	12	84	190	300	1999	Active
Division Wellfield	7D10A	17257	12	85	204	300	1999	Active
Division Wellfield	8D/12A	34004	12	108	214	250	2004	Active
Division Wellfield	9D/11A	17258	12	107	228	300	1999	Active
Division Wellfield	10D/13	17260	8	96	220	200	1969	Inactive
Division Wellfield	11D/13A	34005	12		220	300	2002	Active
Division Wellfield	12D/15A	34006	12	97	220	300	2002	Active
Division Wellfield	15D/18A	137841	12	118	190	200	2009	Active
Division Wellfield	16D/19	17266	8	88	200	180	1976	Active

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Division Wellfield	17D/19A	34009	12	103	200	250	2004	Active
Division WF Total GPM						**2,980**		
SR 40 Wellfield	18SR/22	17269	8	97	200	250	1979	Inactive
SR 40 Wellfield	19SR/24	17271	8	91	200	275	1979	Active
SR 40 Wellfield	20SR/26	17273	8	98	170	0	1981	Inactive
SR 40 Wellfield	21SR/28	17230	8	89	203	200	1982	Active
SR 40 WF Total GPM						**475**		
Hudson Wellfield	22H/30	17231	6	98	270	138	1987	Active
Hudson Wellfield	23H/31	17232	6	98	270	138	1987	Active
Hudson Wellfield	24H/32	17233	6	97	270	73	1987	Active
Hudson Wellfield	25H/33	17234	6	98	270	73	1987	Active
Hudson Wellfield	26H34	17235	6	97	270	73	1987	Active
Hudson Wellfield	27H/35	17236	6	98	270	117	1978	Active
Hudson Wellfield	28H/36	17237	6	99	271	160	1986	Active
Hudson Wellfield	29H/37	17238	6	98	270	140	1987	Active
Hudson Wellfield	30H/38	17239	6	98	270	138	1987	Active
Hudson Wellfield	31H/39	17240	6	99	270	138	1987	Active
Hudson Wellfield	32H/40	17241	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	33H/41	17242	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	34H/42	17243	6	91	270	73	1987	Active

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Hudson Wellfield	Prop. Hudson 1	412898	12	120	250	160	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412899	12	120	250	160	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412900	12	120	250	160	TBD	Proposed
Existing Hudson WF Total GPM						**1,537**		
Rima Ridge	35R/50	17244	10	108	300	500	1987	Active
Rima Ridge	36R/51	17245	10	124	300	500	1987	Active
Rima Ridge	37R/52	17246	10	120	300	500	1994	Active
Rima Ridge	38R/53	17247	10	120	300	500	1994	Active
Rima Ridge	39R/54	34010	12	120	300	500	2010	Active
Rima Ridge	40R/55	34011	12	112	300	500	2010	Active
Rima Ridge	41R/56	34012	12	120	300	1000	2010	Active
Rima Ridge WF Total GPM						**4,000**		
Breakaway Trail (Irrigation)	2 Breakaway	17799	8	100	260	215	1985	Active
Breakaway Trail (Irrigation)	3 Breakaway	17800	8	100	260	260	1985	Active
Breakaway Trail (Irrigation)	4 Breakaway	17801	8	100	260	225	1985	Active
Breakaway Trail Total GPM						**700**		
Maximum Production GPM (All Wellfields)						**9,692**		

Utilizing the maximum production GPM value calculated within ***Table 2-1***, the City can theoretically withdrawal 9,692 GPM from the upper Floridan aquifer in its current condition. This flow rate translates to 13.9 million gallons per day (MGD). Removing the BAT reclaimed augmentations wells from the equation, however, results in a theoretical maximum production value of 8,992 GPM or roughly 12.9 MGD. This 12.9 MGD value is the City's current maximum production capability as of 2019. ***Figure 2-1*** shows the geographic location of all wells throughout the City's service area.

2) Existing Wellfield Water Quality

The primary water quality concern for the City's existing wellfields are chloride levels. ***Table 2-2*** summarizes the overall chloride levels for the Division and SR40 wellfields from 2015 to the middle of 2019. The Hudson, Rima Ridge, and BAT wellfields are not required to have their chlorides documented and recorded at this time. Typical chloride levels are a concern and considered elevated when they exceed 250 mg/L. As such, wells numbered 4D, 5D, 6D, 8D, and 16D all have experienced 'high' levels of chlorides within the past few years. Having chloride levels that exceed 250 mg/L is not a critical concern due to the City having a reverse osmosis membrane water treatment plant, but high chloride levels typically increase overall treatment, operating, and maintenance costs. As such, the City should moderate usage of the aforementioned wells that have experienced high chlorides levels to the maximum extent allowable within their CUP limits.

Wells numbered 18SR and 20SR are noted as being offline and in need of repairs or relocation. The City should plan to reestablish these wells in the near future. Having these wells back online would aid the City with raw water supply capacity, wellfield rotation, and would likely help in lowering the measured chloride levels.

Table 2-2: Existing Wellfield Chloride Levels

Well ID	2019 Chloride Average (mg/L)	2018 Chloride Average (mg/L)	2017 Chloride Average (mg/L)	2016 Chloride Average (mg/L)	2015 Chloride Average (mg/L)
4D	693.5	637.5	798.0	917.3	1139.5
5D	132.0	113.5	171.25	169.0	294.3
6D	156.5	228.0	243.0	264.5	206
7D	94.9	128.9	146.8	79.3	82.4
8D	215.0	228.3	235.3	252.8	214.7
9D	76.1	79.6	77.0	78.6	81.3
10D	Offline	Offline	Offline	Offline	104.0
11D	90.2	92.3	94.2	87.7	77.0
12D	105.9	103.0	98.1	103.3	100.2
15D	Offline	Offline	Offline	Offline	391.0
16D	627.5	524.5	564.5	647.5	719.8
17D	204.5	122.0	103.9	108.4	128.0
18SR	Offline	Offline	Offline	Offline	Offline
19SR	61.5	58.2	58.2	61.1	61.0
20SR	Offline	Offline	Offline	Offline	Offline
21SR	65.5	59.9	59.1	64.8	64.6

0
10,000
20,000
Feet
N
STANDISH STORAGE TANK AND PUMP STATION
DIVISION WELLFIELD 4D-17D
SR40 WELLFIELD 18SR-21SR
BWT WELLFIELD AND RECLAIMED WATER GROUND STORAGE TANKS
LEEWAY ELEVATED WATER TANK
HUDSON WELLFIELD 22H-34H
SHADOW CROSSINGS RECLAIMED WATER TANK
RIMA RIDGE WELLFIELD 35R-41R
CITY OF ORMOND BEACH
WESTERN SERVICE AREA
MASTER PLAN UPDATE
Figure 2-1 PRIMARY WATER COMPONENTS
Mead & Hunt

B. Scope of Work:

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. Awarded firms will be responsible for services as described below, consisting of Initial Well Assessments, Rehabilitation and Repair Services, Emergency Services, and General Services. Completion of a separate FEE SCHEDULE with Tasks 1 through 3 (included with these documents) is a required submittal of the bid proposal.

1. Initial Well Assessment (Task 1 of the FEE SCHEDULE)

The Contractor shall be responsible to conduct an initial assessment of each well as assigned by an authorized City representative. Each assessment shall consist of a physical inspection of each well to include as follows:

a. Remove & store motor, pump, column and all related appurtenances.
b. Perform a diagnostic evaluation of the condition and functionality of mechanical components.
c. Perform video logging during the assessment phase of services on a case by case basis as directed by authorized City representative. Fee for logging services will be negotiated on a case by case basis, and added to the Lump Sum Assessment fee.
d. Prepare and submit a written Well Inspection Report to the authorized City representative (see Sample Well Inspection Report). The report shall contain the following information:
    i. List of well defects
    ii. Proposed corrective action plan for repair/rehabilitation of the well to optimum operational performance.
    iii. Not-to-Exceed Time & Material cost estimate (in accordance with approved Fee Schedule) and schedule (# of days) to complete the repair/rehabilitation.
    iv. Copies of all supporting documentation i.e. photographs, test results, etc. shall be submitted as supporting documentation of the initial assessment.

Well Inspection Report Review and Approval - Each Well Inspection Report shall be reviewed by an authorized City representative. Implementation of a corrective action plan approved by the City shall be authorized in the form of a written Contract Task Order ***prior*** to any repair/rehabilitation work being performed. Upon receipt of a fully executed Task Order, the Contractor shall proceed with implementation of the scope of work of corrective action plan.

Well Inspections Reports not approved by an authorized Ormond Beach representative shall be returned to the Contractor with comments/suggestions and the corrective action plan shall be revised and re-submitted along with any revised cost estimate and schedule by the Contractor to the City until a plan is agreed to by all parties and a Task Order is issued to authorize the work. Upon receipt of a fully executed Task Order, the Contractor shall proceed with implementation of the scope of work of corrective action plan.

Payment Method - The Contractor shall be paid a Lump Sum fee for the Initial Assessment Report upon completion of the assessment and submission of a comprehensive Well Inspection Report in accordance with the approval Fee Schedule for each Initial Well Assessment conducted.

2. Rehabilitation/Repair Services (Task 2 of the FEE SCHEDULE)

The Contractor shall be responsible to provide all labor, materials, equipment and any other items necessary to:

a. Rehabilitate/repair each well in accordance with a City approved corrective action plan authorized in writing by a fully executed Contract Task Order.
b. Provide 48 hour notification to the City prior to completion of the work for the purpose of scheduling inspection and verification of the rehabilitation work.
c. Upon inspection of the work the Contractor shall be required to provide performance testing as directed by the City.
d. Well Development services may be required by the City on a case by case basis.

Payment Method – The Contractor shall be paid on a Time & Material Not-To-Exceed basis in accordance with the Fee Schedule rates approved at the time of contract signature and cost estimate submitted and approved with the corrective action plan.

3. Emergency Services (Task 3 of the FEE SCHEDULE)

From time to time the City may experience emergency situations with potable water wells. This contract shall include emergency response and repairs as situations occur.

a. Mobilization - The Contractor shall be required to have the capability to mobilize and assess emergency situations within 24 hours of initial contact from an authorized City representative.
b. Assessment and Approval - The Contractor shall provide a written assessment of the emergency condition along with a corrective action plan including a cost proposal and schedule for the necessary repairs to the City for review and approval. Upon approval by the City an emergency Task Order will be issued authorizing implementation of the repairs.
c. Implementation of Repairs - The contractor shall provide all labor, materials, equipment and any other items needed to make all necessary repairs approved by the City to return the well and/or well pumping appurtenances to a fully functional and operating condition.

Payment Method – The Contractor shall be paid a Lump Sum Fee for Emergency Mobilization and Emergency Assessment. The Contractor shall be paid on a Time & Material Not-To-Exceed basis for repairs performed under Emergency Services in accordance with the Fee Schedule rates effective at the time of the needed services and cost estimate submitted and approved with the corrective action plan.

4. General Services (To be included as part of the FEE SCHEDULE in Task 1)

The following general services shall be provided by the Contractor prior to placing the well into service, following the final evaluation or rehab/repair task.

a. Well Disinfection: Contractor shall properly disinfect the well per AWWA standards, and receive proper bacteriological clearance prior to placing any well back in service. Bacteriological sampling and analysis will be provided by the City at no cost to the Contractor. In the event where bacteriological samples fail, the Contractor shall re-perform disinfection procedures at no additional cost until bacteriological samples pass.
b. Site Restoration: Contractor shall restore job site to original or better condition following completion of evaluation and/or rehab/repair work. It is strongly recommended that the Contractor document the pre-existing condition of the work area with photographs or video

prior to mobilizing equipment or materials. Site Restoration shall include, but is not limited to, repair of damaged site features or structures (i.e. grading, seed/sod, structural, piping, electrical), and removal of construction debris generated during the course of work.

Payment Method – The above noted general services shall be included in the lump sum price for Initial Assessment services (in Task 1 above)

5. Additional Requirements

Successful firms shall comply with all safety standards and regulations as required by the City of Ormond Beach, OSHA and any other local, state or federal regulations that may be applicable to a particular project. The Contractor shall be required to complete and submit a Certificate of Compliance with the Florida Trench Safety Act.

All workmanship shall be warranted for a period of one (1) year upon acceptance of the work by the City. All materials and/or equipment installed during the performance of the services shall be warranted for the manufacturers stated warranty and the Contractor shall be responsible for any associated labor required to repair and/or replace warranted materials and/or equipment that is not covered under the manufacturer's warranty.

Upon completion of the work the Contractor shall be required to submit a comprehensive written summary of all work performed.

6. Additional Services

In the event that additions or changes to the scope, cost or schedule of an approved Task Order change during the performance of the work, a change order to the Task Order authorizing the work shall be issued. Within seven (7) working days of identifying variances the Contractor shall prepare and submit a written proposal to the authorized City representative for review and approval. The proposal shall include a clear and comprehensive explanation and adequate documentation of any changes. All changes must be approved by the authorized City representative prior to any work being performed. Any work performed by the Contractor without written authorization in the form of a fully executed change order is done so at the Contractor's own risk.

7. Contract Exclusions

This contract does not include new well construction.

I. PROPOSAL REQUIREMENTS

A. Inquiries

Inquiries concerning this Request for Proposals shall be submitted to the attention of the Purchasing Coordinator by email to robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, NO questions will be responded to after September 21, 2020 at 5 p.m. which is nine (9) days prior to the submittal due date. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

B. Submission of Proposals

Submittals will not be evaluated on the aesthetics of the package. Non-recyclable materials are discouraged. Points may be deducted for Responses that exceed seventy-five (75) pages.

The following material must be received no later than 2:00 p.m. on September 30, 2020 for a proposing firm or individual to be considered:

1. One (1) original, unbound copy and one (1) digital copy contained on a CD or flash drive with all the same documents in a PDF format. The proposal shall include the following:

a. Title Page: Title page marked, "**WATER WELL ASSESSMENT AND REHABILITATION SERVICES**", the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

b. Table of Contents: Include a clear identification of the material included in the proposal by page number.

c. Standard General Requirements: Include Proposer's name and principal address; contact person's name and title; telephone and fax number; FEIN; number of years organization has been in business; number of years your firm has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

d. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

e. Technical Qualifications of Firm: Provide a description and overview of firm, including the size, range of activities, licenses, certifications etc. Detail expertise in, and experience with water well assessment, rehabilitation and repair of water well pumping systems of similar size and pumping capabilities. Identify any subcontractors(s) that will be involved if work not performed in house, including address and a description of qualifications.

f. Technical Qualifications of the Project Team: Identify the primary individuals (Project Team) who will be responsible for supervising, managing and executing the work for this Contract. Include their years of experience as well as the number of years with the company. List all certifications appropriate to the work (Limit response to two pages maximum per person).

g. References: Using the "List of References" sheet supplied herewith, provide list of six (6) utility clients for whom work has been performed within the past 5 years. Be sure to include:
   - Entity/Client
   - Location
   - Year Completed
   - Client contact name, Phone and Email
   - Types of equipment serviced

h. Responsiveness: Describe your approach to timely completion of work and provide general turnaround times.

i. Location: Provide shop location(s) where the bulk of work will occur and indicate which member of the Project Team primarily works from each. Provide information on alternate or backup facilities, if available. Points shall be awarded as follows: Within 25 miles of Ormond Beach City Hall (20 points), Within 50 miles of Ormond Beach City Hall (15 points), Within 100 miles of Ormond Beach City Hall (10 points), Beyond 100 miles of Ormond Beach City Hall (5 points)

j. Pricing: Provide not to exceed pricing using the FEE SCHEDULE (provided within this contract document).

k. Completeness: Submission of all information, as required, and evaluation to verify that the information supplied in the proposal is accurate and thorough. Bidder may choose to supply additional relevant information not specifically requested.

II. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

EVALUATION CRITERIA	MAXIMUM POSSIBLE POINTS
Technical Qualifications	20
Experience	20
Capability & Past Performance	20
Location	20
Pricing	20
TOTAL	100

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

III. TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with Federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time.

F. Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm(s) selected.

G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

RFP 2020-29: WATER WELL ASSESSMENT & REHABILITATION SERVICES
WATER WELL ASSESSMENT REPORT

INSPECTING COMPANY NAME:

WELL SITE: WELL#:

ASSESSMENT: SCHEDULED or EMERGENCY (Circle One)

ASSESSMENT/INSPECTION FINDINGS:

CORRECTNE ACTION PLAN [Attach Cost Estimate w/Schedule to complete (# of days)]

ADDITIONAL NOTES/COMMENTS:

Inspector Name (Print):

Inspector Signature: DATE:

Authorized City Representative (Print)

Authorized City Representative Signature: DATE:

(attach additional pages as needed)

RFP 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES
FEE SCHEDULE

COMPANY NAME Layne Christensen Company

TASK 1 **INITIAL WELL ASSESSMENT** — Lump Sum: $ 15,670.70

Video Logging Services (as directed) — Lump Sum: $ 1,860.00

TASK 2 **REHABILITATION & REPAIRS** — Time & Materials

LABOR CODE NAME	*STRAIGHT TIME RATE/HR*	*O/T RATE/HR*	*PREMIUM RATE/HR*
Superintendent			
General Foreman			
Working Foreman			
Electrician			
Carpenter			
Mechanic			
Truck Driver			
Equipment Operator			
Laborer (Skilled)			
Laborer (Unskilled)			

See Attached Section "D" Transmittal Letter

Additional Labor Codes Not Shown Above (use additional sheets if needed)

Subcontractors: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)
Materials: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%) Equipment
Rental: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)

TASK 3 **EMERGENCY REPAIRS** (as needed basis)

Emergency Mobilization (24 Hr Response) — Lump Sum: $ 2,200.00

Emergency Assessment — Lump Sum: $ 18,955.45

Repairs — Time & Material Rates same as above

WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29
LIST OF REFERENCES

1. Entity/Client City of Cape Coral Utilities
Location Cape Coral, FL **Year Completed:** Ongoing
Client Contact Name Rand Edelstein Jr., P.G.
Email redelstein@capecoral.net **Phone:** (239) 242-3651
Types of service provided Acid Rehabilitation, Geophyscial Logging, Well Cementing, Down hole fishing / retrieval of submersible pumps, and other objects in the well bore. Video Logging
*Annual service work. Signed agreement for year two is in place and starts in October 2020.

2. Entity/Client Lee County Utilities
Location Fort Myers, FL **Year Completed:** Ongoing
Client Contact Name Tyler S. Weinand, P.G.
Email TWeinand@leegov.com **Phone:** (239) 533-8166
Types of service provided Acid Rehabilitation, Geophyscial Logging, Video Logging, Pump removal & installation. Mechanical Integrity Testing of injections wells.

3. Entity/Client Bonita Springs Utilities, Inc.
Location Bonita Springs, FL **Year Completed:** 2019
Client Contact Name Patrick Suniewick
Email PSuniewick@bsu.us **Phone:** (239) 940-0427
Types of service provided Pull pump, run geophyscial & downhole video logs . Backplug interval of the well with neat cement to seal off a poor water quality zone.

WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29
LIST OF REFERENCES

4. Entity/Client Syngenta Flowers, LLC
Location Alva, FL **Year Completed:** 2019 & 2020
Client Contact Name Jason Wilson
Email jason.wilson@syngenta.com **Phone:** (239) 728-0842
Types of service provided Line shaft turbine pump trouble shooting and repair. We have repaired multiple right angle gear boxes, electric motors and line shaft pumps for this customer.

5. Entity/Client City Of Ocala
Location Ocala, FL **Year Completed:** 2020
Client Contact Name Brian Hutchinson
Email whutchinson@Ocalafl.org **Phone:** (352) 401-6935
Types of service provided Abandoned multiple wells located within a city park.

6. Entity/Client Okaloosa County
Location Okaloosa County, FL **Year Completed:** Ongoing
Client Contact Name Mark Wise
Email **Phone:** (850) 651-7502
Types of service provided Annual well service contract "as needed" similar nature of work to the Ormond Beach Assessment & Rehabilitation service bid.

Risk Management and Insurance Requirements

A. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

B. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**	
$0 - $25,000	$300,000	Each Occurrence
	$300,000	General Aggregate*
	$300,000	Aggregate Products & Completed Operations
	$ 25,000	Fire Damage (any one fire)
$25,001 - $250,000	$500,000	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurenca/$2 Million General Aggregate]	

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	**Limits (not less than)**
$0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

C. Requirements for Certificates of Insurance

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

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial

General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

4. The City shall be listed as a named insured on all policies of insurance and certificates thereof.

REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020-29

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[✓] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Layne Christensen Company
COMPANY NAME

Miguel E Martinez
AUTHORIZED SIGNATURE

Miguel Martinez
NAME (PRINT OR TYPE)

Project Manager
TITLE

REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 - 29

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Layne Christensen Company
Company Name

Authorized Signature

Miguel Martinez
Print Name

Project Manager
Title

EXHIBIT "B"





PREPARED FOR: City of Ormond Beach,
22 South Beach Street, Ormond Beach, Florida 32174

Opening Location: 1st Floor Training Room City Hall,
Purchasing Coordinator, Attn: Robert Schatti

RFP Number: 2020-29
Bid Name: Water Well Assessment and Rehabilitation Services

Date: September 30, 2020
Time: 2:00P.M.

PROPOSAL BY:
LAYNE CHRISTENSEN COMPANY
5061 LUCKETT ROAD
FORT MYERS, FL 33905
PH: 239.275.1029 FX: 239.275.1025

CONTACT: BLAKE McCULLERS

www.layne.com

B. Table of Contents

C. Standard General Requirements

D. Transmittal Letter

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F. Technical Qualifications of the Project Team

G. References

H. Responsiveness

I. Locations

J. Pricing

K. Completeness

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **WATER WELL ASSESSMENT AND REHABILITATION SERVICES**

RFP NUMBER: **2020-29**

RFP DUE DATE & TIME: **September 30, 2020 at 2:00 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 15, 2020 at 10 a.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

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

PROPOSER'S NAME: Layne Christensen Company

PROPOSER'S MAILING ADDRESS: 5061 Luckett Road

CITY-STATE-ZIP: Fort Myers, Florida 33905

F.E.I.N.: 48-0920712

PHONE NUMBER: 239-275-1029 EMAIL: blake.mccullers@gcinc.com

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

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

X Miguel C Martinez
AUTHORIZED SIGNATURE (MANUAL)

Miguel Martinez
NAME (TYPED)

Project Manager
TITLE

September 29, 2020
DATED

RFP 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES
FEE SCHEDULE

COMPANY NAME Layne Christensen Company

TASK 1	**INITIAL WELL ASSESSMENT**	**Lump Sum:**	$ 15,670.70
	Video Logging Services (as directed)	**Lump Sum:**	$ 1,860.00

TASK 2 **REHABILITATION & REPAIRS** — **Time & Materials**

LABOR CODE NAME	*STRAIGHT TIME RATE/HR*	*O/T RATE/HR*	*PREMIUM RATE/HR*
Superintendent			
General Foreman			
Working Foreman			
Electrician			
Carpenter			
Mechanic			
Truck Driver			
Equipment Operator			
Laborer (Skilled)			
Laborer (Unskilled)			

See Attached Section "D" Transmittal Letter

Additional Labor Codes Not Shown Above (use additional sheets if needed)

Subcontractors: Cost+ Overhead & Profit (0/H & P Not to Exceed 15%)
Materials: Cost+ Overhead & Profit (0/H & P Not to Exceed 15%) Equipment Rental: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)

TASK 3	**EMERGENCY REPAIRS** (as needed basis)		
	Emergency Mobilization (24 Hr Response)	**Lump Sum:**	$ 2,200.00
	Emergency Assessment	**Lump Sum:**	$ 18,955.45
	Repairs	**Time & Material Rates same as above**	

WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29
LIST OF REFERENCES

1. Entity/Client City of Cape Coral Utilities
Location Cape Coral, FL **Year Completed:** Ongoing
Client Contact Name Rand Edelstein Jr., P.G.
Email redelstein@capecoral.net **Phone:** (239) 242-3651
Types of service provided Acid Rehabilitation, Geophyscial Logging, Well Cementing, Down hole fishing / retrieval of submersible pumps, and other objects in the well bore. Video Logging
*Annual service work. Signed agreement for year two is in place and starts in October 2020.

2. Entity/Client Lee County Utilities
Location Fort Myers, FL **Year Completed:** Ongoing
Client Contact Name Tyler S. Weinand, P.G.
Email TWeinand@leegov.com **Phone:** (239) 533-8166
Types of service provided Acid Rehabilitation, Geophyscial Logging, Video Logging, Pump removal & installation. Mechanical Integrity Testing of injections wells.

3. Entity/Client Bonita Springs Utilities, Inc.
Location Bonita Springs, FL **Year Completed:** 2019
Client Contact Name Patrick Suniewick
Email PSuniewick@bsu.us **Phone:** (239) 940-0427
Types of service provided Pull pump, run geophyscial & downhole video logs . Backplug interval of the well with neat cement to seal off a poor water quality zone.

WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29
LIST OF REFERENCES

4. Entity/Client Syngenta Flowers, LLC	
Location Alva, FL	**Year Completed:** 2019 & 2020
Client Contact Name Jason Wilson	
Email jason.wilson@syngenta.com	**Phone:** (239) 728-0842
Types of service provided Line shaft turbine pump trouble shooting and repair. We have repaired multiple right angle gear boxes, electric motors and line shaft pumps for this customer.	

5. Entity/Client City Of Ocala	
Location Ocala, FL	**Year Completed:** 2020
Client Contact Name Brian Hutchinson	
Email whutchinson@Ocalafl.org	**Phone:** (352) 401-6935
Types of service provided Abandoned multiple wells located within a city park.	

6. Entity/Client Okaloosa County	
Location Okaloosa County, FL	**Year Completed:** Ongoing
Client Contact Name Mark Wise	
Email	**Phone:** (850) 651-7502
Types of service provided Annual well service contract "as needed" similar nature of work to the Ormond Beach Assessment & Rehabilitation service bid.	

REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020-29

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[✓] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Layne Christensen Company
COMPANY NAME

AUTHORIZED SIGNATURE

Miguel Martinez
NAME (PRINT OR TYPE)

Project Manager
TITLE

C. STANDARD GENERAL REQUIREMENTS

PROPOSER'S NAME: Layne Christensen Company

PROPOSER'S MAILING ADDRESS: 5061 Luckett Road< Fort Myers, Florida 33905

Phone: 239-275-1029 Fax: 239-275-1025

Contact Person: Blake McCullers Email: blake.mccullers@gcinc.com

F.E.I.N.: 48-0920712
Number of Years organization has been in Business: 138 years

Names & Titles of Officer: See Attached Officers Sheet

Statement of whether your firm has ever failed to complete work awarded to you.
No

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years.
See Attached List

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendant.
None

State whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.
None

D. Transmittal Letter

Water Mineral Services
5061 Luckett Road
Fort Myers, Florida 33905
T 239-275-1029
F- 239-275-1025
blake.mccullers@layne.com

September 30th, 2020

City of Ormond Beach
Robert Schattie – Purchasing Coordinator
22 South Beach Street
Ormond Beach, FL 32174
(386) 676-3223

Re: RFP 2020-29 Water Well Assessment & Rehabilitation Services

Bid Date: September 30th, 2020 / Time: 2PM

Mr. Schattie,

Layne Christensen Company is pleased to submit the attached proposal for the above referenced project. Layne is a global water management, construction, and drilling company. We provide responsible solutions for the world's most challenging water, mineral, and energy challenges. Our integrated approach allows us to offer more than just individual services. It ensures streamlined communications, expedited timelines, and a constant focus on our overriding values of safety, sustainability, integrity, and excellence.

Layne has a strong commitment to providing a safe and productive workplace. Our emphasis on health and safety encompasses developing site-specific safety plans, and is designed to identify, evaluate, and control health and safety hazards for the purpose of protecting employees, onsite personnel and residents within proximity of our work sites.

Our goal is to have a technician on site within five business days of receiving a formal request for non-emergency well services. For emergency well services, we understand time is of the essence. We will have a technician on site within twenty-four hours.

The bulk of the work will be handled out of our Fort Myers, FL facility. Our Savannah, GA facility works closely with our facility and will serve as a backup in the event of an emergency. We also, have a first-class facility in Pensacola that can fill in as needed if necessary. Between these three facilities, we can respond quickly to work in the region.

Our pricing for this program is outlined below:

TASK 1: INITIAL WELL ASSESSMENT Lump Sum: $15,670.70

Video Logging Services (as directed) Lump Sum: $1,860.00

Notes:

- Mobilize and remove pump, motor (less than 100 HP), column assembly, etc. from well, disassemble, complete inspection & report, reassemble & reinstall pump, back into well, including site restoration, complete and in place for the lump sum price listed above.
- Pumps exceeding 100 HP will be charged at an additional fee.
- Pricing is based on clear access to well site without the need for traffic control devises or special working conditions due to overhead powerlines.
- If artesian conditions are encountered and we're required to "kill" the well to complete our work, these charges will be passed on at the T&M rates outlined in Task 2.
- Bacteriological clearance sampling is included in task 1. If more than two samples are required to obtain clearance from the health department, we will need to revert to Task 2 T&M rates to complete the sampling.

TASK 2: REHABILITATION & REPAIRS

ITEM #	DESCRIPTION - Equipment and Manpower (All items include overhead and profit)	HRLY RATE
1	Pivotal hydraulic crane	$246.00
2	3,000# class drill rig with 144,000 lb (min) load capacity, mud-pumps, air compressor, drill pipe, collars and support equipment	$1,365.00
3	Less than 3,000# class drill rig with 144,000 lb (min) load capacity, mud-pumps, air compressor drill pipe collars and support equipment	$1,125.00
4	Pump technician with service truck	$120.00
5	Pump technician with service truck (overtime)	$150.00
6	Shop technician for pump repair, shaft alignment.	$97.00
7	Shop technician for pump repair, shaft alignment, etc. (overtime)	$130.00
8	Two person crew with service truck	$155.00
9	Two person crew with service truck (overtime)	$225.00
10	Three person crew with service truck	$225.00
11	Three person crew with service truck (overtime)	$300.00
12	Four person crew with service truck	$300.00
13	Four person crew with service truck (overtime)	$363.00
14	Pump repair rig with crew	$285.00
15	Data logging truck & operator for water quality testing	$155.00
16	Video inspection under static conditions, including video logging service and technician	$155.00
17	Per diem - per man, per night	$155.00

Notes:

- Subcontractors, materials, rentals, permits, etc. will be charged at cost + 13.99%
- Hourly rates will be charged from portal to portal to cover mobilization costs.
- Per diem will be charged as incurred when necessary.

TASK 3: EMERGENCY REPAIRS (as needed basis)

Emergency Mobilization (24 Hr. Response) Lump Sum: $2,200.00

Emergency Assessment Lump Sum: $18,955.45

Notes:

- The notes from Task 1 apply to Task 3 as well.

We hope that you find this proposal acceptable and look forward to working with you.
If you have any questions or need any additional information, please feel free to contact me at 239-275-1029.

Respectfully,



Blake McCullers
Project Manager II

REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 - 29

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

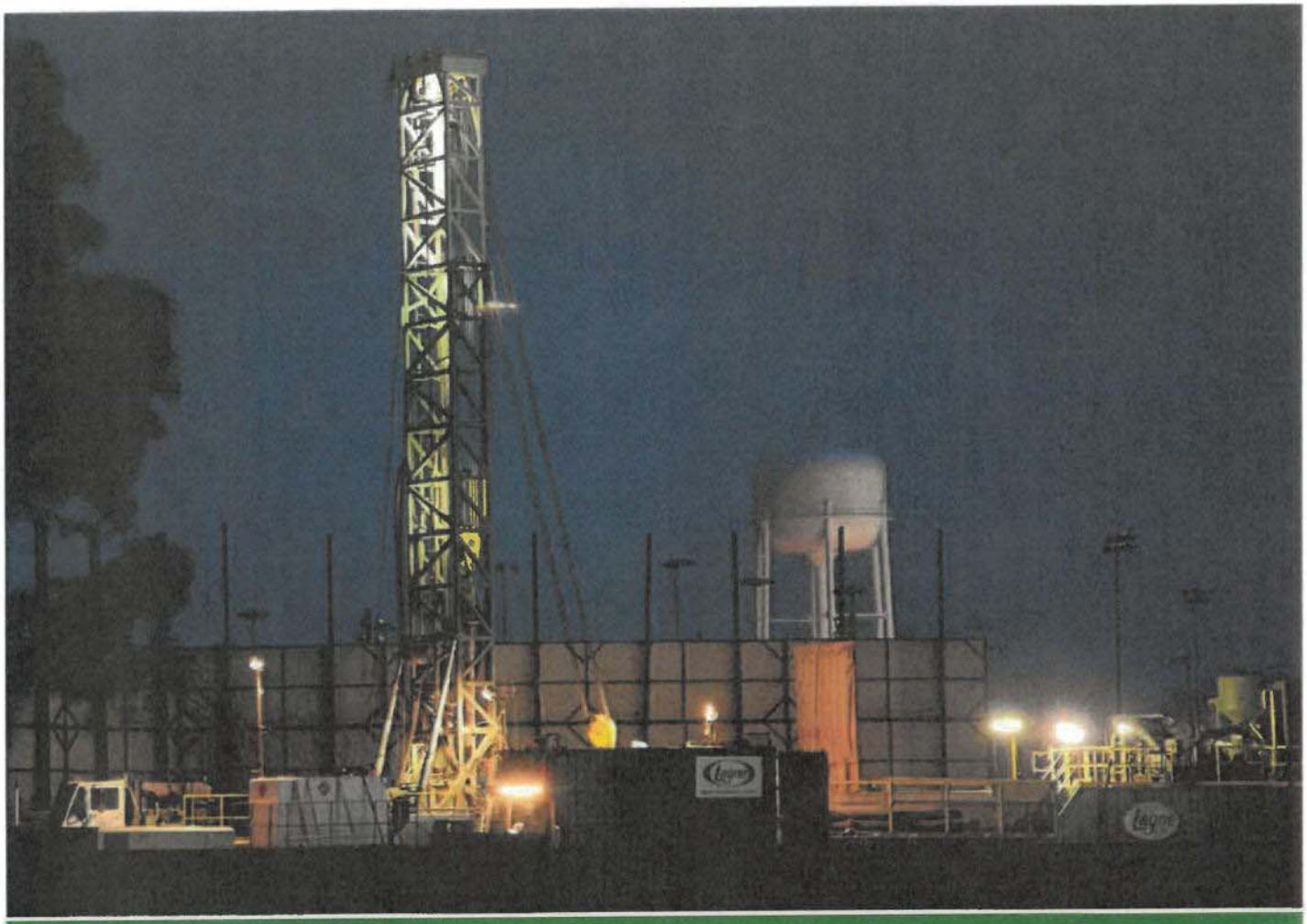
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Layne Christensen Company
Company Name

Authorized Signature

Miguel Martinez
Print Name

Project Manager
Title



E. Technical Qualifications of Firm

LAYNE CHRISTENSEN COMPANY
5061 LUCKETT ROAD
FORT MYERS, FL 33905
PH: 239.275.1029
FX: 239.275.1025
www.layne.com

Layne
A GRANITE COMPANY

Layne Christensen Company
5061 Luckett Road, Fort Myers, Florida 33905
(239) 275-1029 · Fax (239) 275-1025

GEOPHYSICAL LOGGING SERVICES

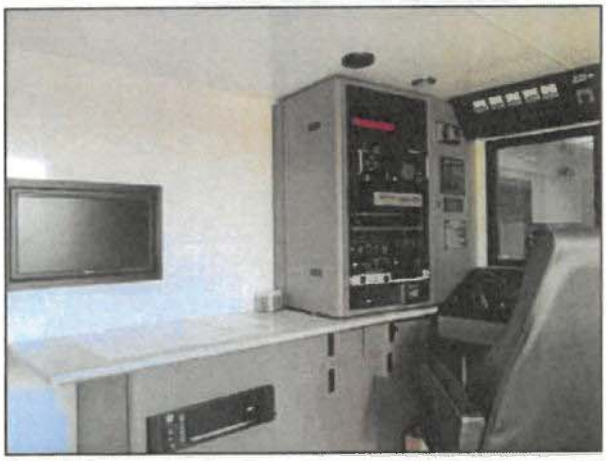
Geophysical Logging and Well Inspection

Layne's Geophysical Logging personnel have been involved in a substantial number of the injection well completions in Florida since 1998. With over 20 years of experience in open and cased hole environments, our personnel and equipment is well suited for all injection & water well completion logging, MIT support, and well condition inspections.



ARTEX 2012 MODEL 6400 Wireline Unit

- Mounted on Kenworth Chassis
- Shooting Panel for Perforating Capability
- Model 950 Split Drum
- 16,000' of 3/8" - 7 conductor Rochester Cable
- 7,000' of 3/8" Coax Video Cable
- Hydraulic Winch System
- 15KW Hydraulic Generator
- Warrior Logging System for Acquisition of Most Logs
- Matrix Logging System utilized for Acquisition of Televiewer
- Aries CCV Surface Equipment utilized for Video



Video Capabilities

- High Resolution Video Log
- Aries CCV surface equipment
- On-screen footage display & 2 DVD recorders



Cased Hole Logging Capabilities

- Radioactive Tracer Survey
- State of Florida Radioactive materials license (I-31 Solution)
- Cement Bond Log
- Collar Log
- Temperature Log
- Casing Inspection Log

Open Hole Logging Capabilities

- X-Y Caliper Log
- Gamma Ray Log
- Dual Induction/LL3 with SP Log
- Borehole Compensated Sonic Log
- Fluid Conductivity/Temperature/Flowmeter
- Acoustic Televiewer Log and Fluid Sample Capability

Providing Water Well and Pump Services Since 1882

WELL & PUMP MAINTENANCE:

PREDICTIVE WELL MAINTENANCE PROGRAM







WATER MANAGEMENT

- SOURCING
- WELL & PUMP MAINTENANCE
- WATER TREATMENT TECHNOLOGIES
- WATER RECYCLE & REUSE
- WATER TRANSFER

CONSTRUCTION

- TREATMENT PLANT CONSTRUCTION
- ALTERNATIVE DELIVERY
- RENEWABLE ENERGY
- SEWER SYSTEMS
- TRENCHLESS REHABILITATION
- WATER SUPPLY
- WATER TRANSMISSION & DISTRIBUTION

DRILLING

- EXPLORATION DRILLING
- SPECIALTY DRILLING
- WATER WELLS
- BOREHOLE SERVICES

Layne's Predictive Well Maintenance "PWM" Program

Designed to improve the reliability and useful life of your water well assets.

Layne uses a multi-year approach to Well & Pump performance testing. This approach allows us to collect valuable well performance data year over year to establish trends and enables our customers to make more informed asset management decisions.

A Proactive and Predictive approach to Well Management and Maintenance. **Comprehensive Well and Pump Performance Test. Record of Key Performance Indicators. Detailed Well Assessment Report**

BENEFITS

- Improve reliability
- Extend useful life of assets, defer need for new investment
- Substantiate and protect OPEX budget
- More predictable CAPEX and OPEX
- Demonstrate that maintenance practices minimize rate impact
- Energy savings / GHG reduction

PREVENTION

Layne's preventative maintenance testing program removes the guess work from your water operations. Layne's service team will perform detailed inspections that are tailored to fit your specific well and pump.

As Maintenance Interval Increases:

- Decline in well efficiency accelerates
- Potential recovery decreases (permanent loss)
- The useful life of the well is reduced
- Energy costs increase

MAINTENANCE

Every water system is different. We work with our clients to design and implement a testing and maintenance strategy for their unique water systems. Layne's in-house machine shops minimize downtime during repairs. Municipal and industrial clients have come to rely upon Layne's extensive resources and experience to meet their unique requirements for routine and emergency pump repairs with timeliness, efficiency and professionalism.

INFO@LAYNE.COM | **For more information, or to speak with an expert please visit us at** WWW.LAYNE.COM
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WELL & PUMP MAINTENANCE:

PREDICTIVE WELL MAINTENANCE PROGRAM

The PWM Program is implemented on a multi-year year basis which allows Layne to trend and analyze the Well data over time and establishes a Predictive Maintenance program that helps our clients improve the reliability and useful life of their Water Wells.

Technical Support & PWM Services

- Scheduled Preventive Maintenance Site Visits
- Well & Pump Assessment Report & Recommendations
- Discount on Well Mtnce. Services, Parts & Equip

Well & Pump Performance & Efficiency Testing

- Step Rate Pumping Tests
- Pump Performance Testing (Curve)
- Flow Test GPM
- Motor Vibration Analysis
- Specific Capacity of Well
- Static Water Level
- Pumping Water Level & Drawdown
- Oil Drip System Inspection
- Sand Test
- Inspect / Grease Stuffing Box
- Check Valves, Fittings and Gauges

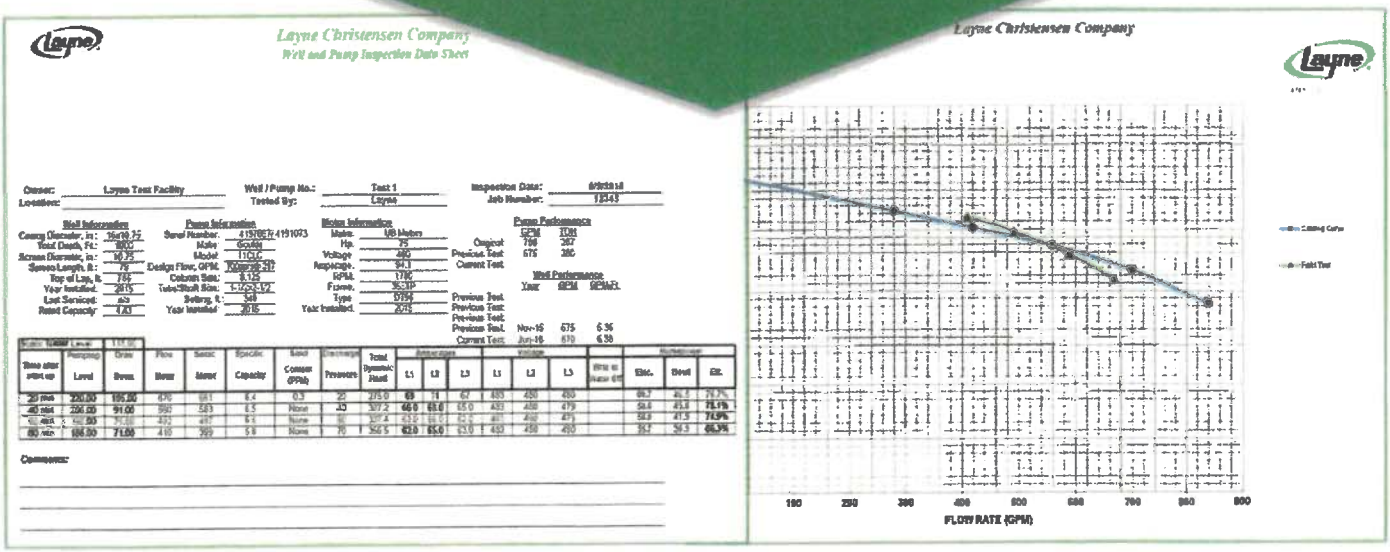


Optional Support Services

- Water Sample – Basic
- Water Sample – Complete
- Motor Oil Change
- Packing Change (Standard)
- Replace Pressure Gauge
- Additional Layne Site Technician
- Flexible Spending Fund (Tech. & Engr. Hours)
- Well & Well Field Analysis via Hydrologist

Annually, Layne will provide a comprehensive Well and Pump performance test on each Well, recording all key performance indicators. A detailed Well assessment report will be generated and reviewed with our clients which consists for the following:

- ✓ Well Analysis and complete Maintenance Recommendations
- ✓ Historical comparison / trend from last Well Tests
- ✓ Current Pump Curve compared to Mfg. Curve
- ✓ Detailed Well & Pump Data Sheet



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Example

PUMP INSPECTION FORM

(INITIAL) x (RECONDITIONED) _____

LAYNE, A GRANITE COMPANY
5061 LUCKETT ROAD
FT. MYERS, FL 33905
239-275-1029

PROJECT							JOB NO.			DATE	8/23/2018		
WELL/PUMP NO.	WELL PUMP 38						LOCATION	F					
PUMP MAKE	GOULDS						S.N.	525574-2					
MODEL	14RMHO		SIZE	14			DIAMETER	14		STAGES	2		
TYPE	(SUB)	(VERT)	(OTHER)	IMPELLER:	BRONZE	X	IRON		STAINLESS		OTHER		
IMPELLER TRIM DIAMETER	NA				Z	X	IMPELLER NUMBER			X			
SANDBLASTED	YES	NO	SPIDER THICKNESS		0.755		STUFFING BOX BUSHING	1.558		I.D.	1.905*	O.D.	
MOTOR S.N.	MOTOR NOT EVALUATED		SHAFT DIMENSION		X		D			E		F	
MOTOR H.P.	X		DIA.	X	VOLT	X	PHASE	X		MEG OHM	X		

COMMENTS:

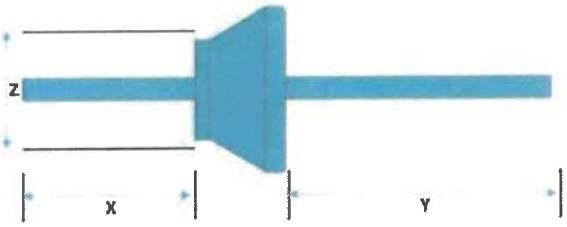
BOTH IMPELLERS SHOW SIGNIFICANT WEAR AND SHOULD BE REPLACED (MORE THAN 50% OF MASS HAS BEEN LOST IN THE IMPLELLER VANES).
THIS IS A SEMI OPEN PUMP IMPELLER-NO WEAR RINGS. THE BOWL STAGES ARE SHOWING SIGNS OF DETERIORATION AND SOFTENING.
THE STAINLESS IS OK. SHAFTS ARE STRAIGHT. TOP HEAD SHAFT IS BENT AND REQUIRES REPLACEMENT.
THE HEAD IS MADE OF CAST STEEL AND IS IN GOOD SHAPE. NEED TO RETROFIT THE HEAD WITH KILL PORTS TO SERVICE THE WELL PUMP IN THE FUTURE.
COLUMN PIPE IS OK. NEEDS TO BE CLEANED, SANDBLASTED AND RECOATED WITH THE NSF APPROVED EPOXY.
ALL COLUMN SPIDERS AND BEARS SHOULD BE REPLACED AS THE BRONZE MATERIAL HAS BEEN WEAKENED DUE TO LEACHING OF MATERIAL.

STAGE	CASTING CONDITION		WEAR RING I.D.	IMPELLER O.D.	TOTAL WEAR	IMPELLER WR CONDITION AND IMPELLER		BEARING I.D.	TOTAL WEAR	BEARING CONDITION	
SUCTION	(REUSE)	[illegible]	X	X	#VALUE!	(REUSE)	[illegible]	2.199	0.014	(REUSE)	[illegible]
1	(REUSE)	[illegible]	X	X	#VALUE!	(REUSE)	[illegible]	2.177	-0.008	(REUSE)	(REPLACE)
2	(REUSE)	[illegible]	X	X	#VALUE!	(REUSE)	[illegible]	2.175	-0.010	(REUSE)	(REPLACE)
3	(REUSE)	[illegible]	X	X	#VALUE!	(REUSE)	[illegible]	2.196	0.011	(REUSE)	(REPLACE)
4	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
5	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
6	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
7	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
8	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
9	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
10	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
11	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
12	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
13	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
14	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
15	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
16	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
17	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
18	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
19	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
20	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)
DISCHARGE	(REUSE)	(REPLACE)	X	X	#VALUE!	(REUSE)	(REPLACE)	X	#VALUE!	(REUSE)	(REPLACE)

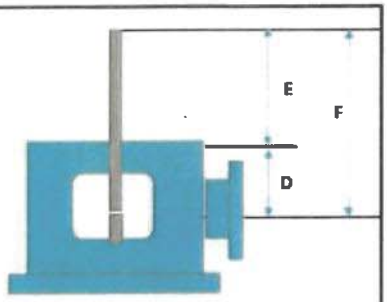
BOWL SHAFT	(REUSE)	(REPLACE)	DIAMETER	2.185	LENGTH	53.75	(SS)	(CARBON)	(OTHER)	
BOTTOM IMPELLER LOCATION	X		X Y		SHAFT STICK UP	12	A	LATERAL	X	C

LINE SHAFT	CONDITION			DIAMETER SHAFT	SLEEVE	LENGTH	MATERIAL	COLUMN PIPE	CONDITION		DIAMETER ID	LENGTH IN
1	(REUSE)	[illegible]	(RESLEEVE)	1.500	1.692	76.125	(SS)	1	(REUSE)	(REPLACE)	10	59.25
2	(REUSE)	(REPLACE)	(RESLEEVE)	1.500	1.692	120.000	(SS)	2	(REUSE)	(REPLACE)	10	119.25
3	(REUSE)	(REPLACE)	(RESLEEVE)	1.500	1.692	120.000	(SS)	3	(REUSE)	(REPLACE)	10	119.25
4	(REUSE)	(REPLACE)	(RESLEEVE)	1.500	1.692	120.000	(SS)	4	(REUSE)	(REPLACE)	10	119.25
5	(REUSE)	(REPLACE)	(RESLEEVE)	1.500	1.692	120.000	(SS)	5	(REUSE)	(REPLACE)	10	119.25
6	(REUSE)	(REPLACE)	(RESLEEVE)	1.500	1.692	120.000	(SS)	6	(REUSE)	(REPLACE)	10	119.25
7	(REUSE)	(REPLACE)	(RESLEEVE)	1.500	1.692	120.000	(SS)	7	(REUSE)	(REPLACE)	10	119.25
8	(REUSE)	(REPLACE)	(RESLEEVE)	1.500	1.692	120.000	(SS)	8	(REUSE)	(REPLACE)	10	119.25
9	(REUSE)	(REPLACE)	(RESLEEVE)	1.500	1.692	120.000	(SS)	9	(REUSE)	(REPLACE)	10	119.25
10	(REUSE)	(REPLACE)	(RESLEEVE)	1.500	1.692	120.000	(SS)	10	(REUSE)	(REPLACE)	10	119.25
11	(REUSE)	(REPLACE)	(RESLEEVE)	1.500	1.692	60.000	(SS)	11	(REUSE)	(REPLACE)	10	59.25
12	(REUSE)	(REPLACE)	(RESLEEVE)	X	X	X	(SS)	12	(REUSE)	(REPLACE)	X	X

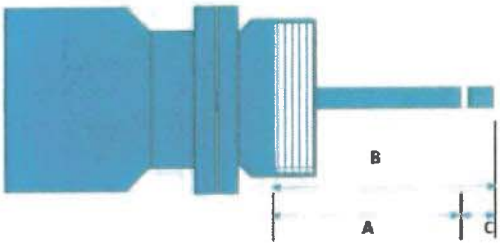
INSPECTED BY DAVE TORMOEHLEN TITLE GENERAL MANAGER



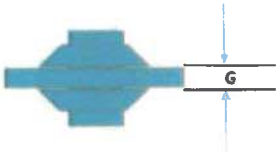
BOTTOM IMPELLER LOCATION X - Y
IMPELLER TRIM DIAMETER Z



SHAFT DIMENSION D
SHAFT DIMENSION E
MOTOR SHAFT LENGTH F



SHAFT STICK UP = A
LATERAL B - A = C

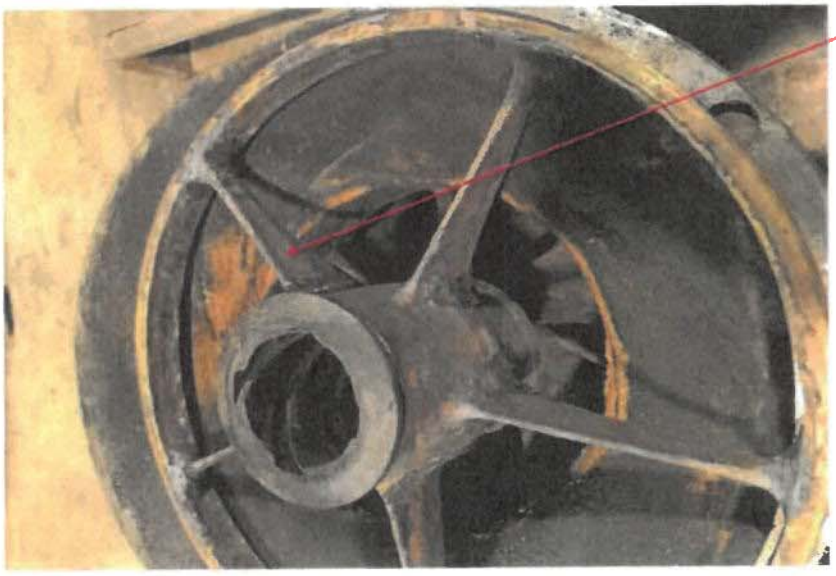


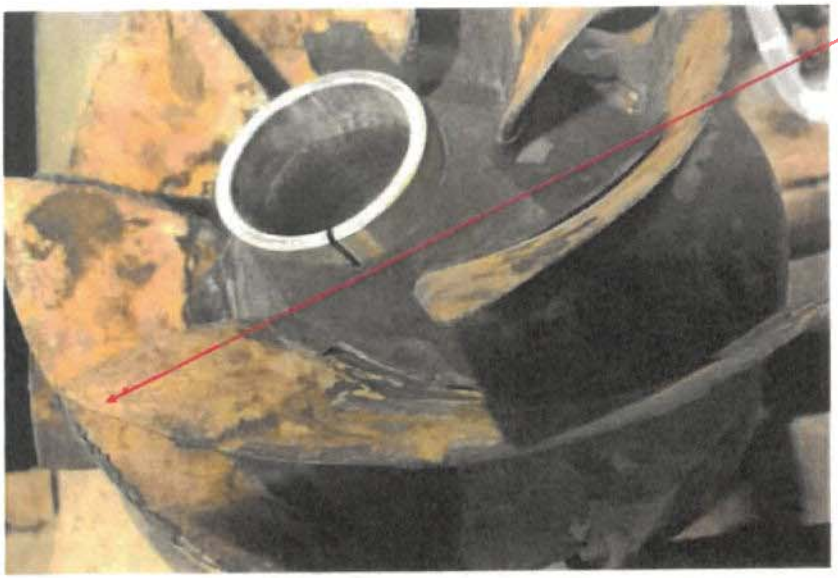
SPIDER THICKNESS G


DISCHARGE HEAD SANDBLAST AND PAINT
INSTALL 2-2" SS KILL PORTS WITH BALL VALVES


FLEXIBLE DISCHARGE SPOOL
REPLACE

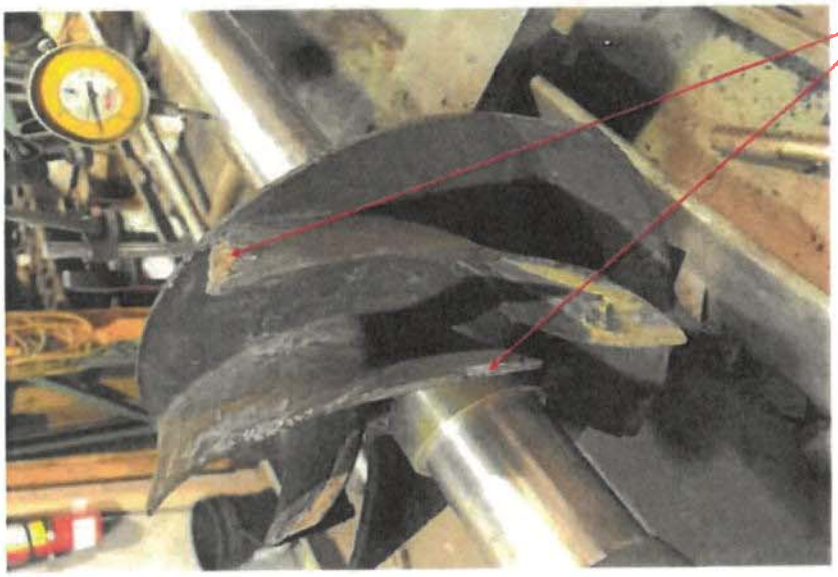

HEAD BRACKETS
SANDLAST AND PAINT


COLUMN SPINDER MATERIAL LOSS
REPLACE



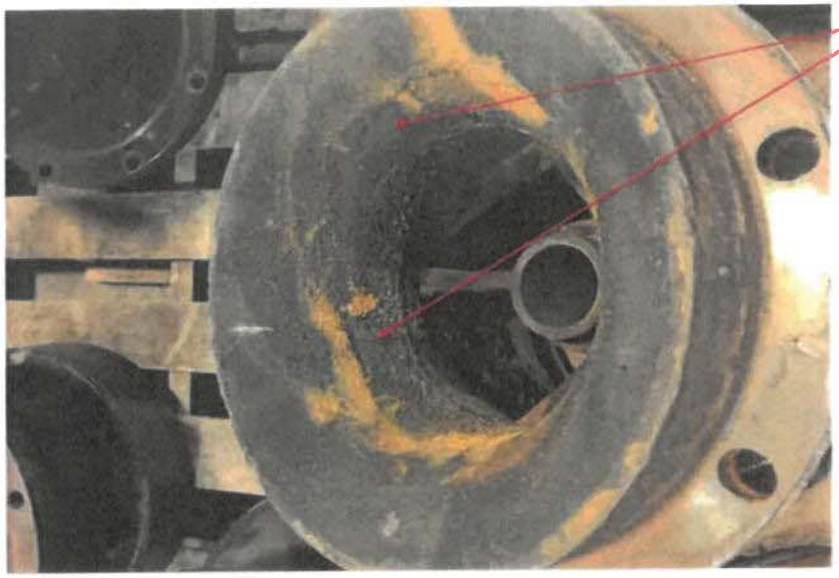
IMPELLER VANE MATERIAL LOSS

REPLACE



IMPELLER VANE MATERIAL LOSS

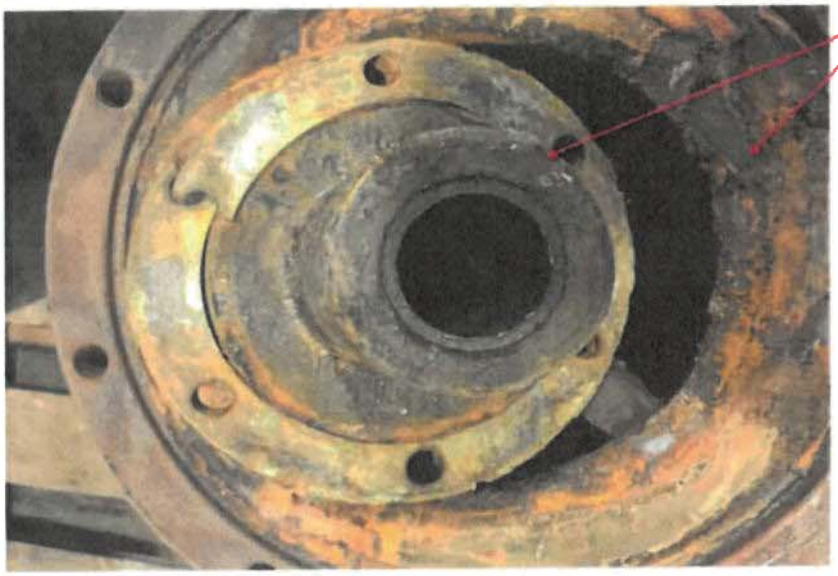
REPLACE



LOSS OF MATERIAL AND FLOW SURFACE

USEABLE BUT MAY HAVE LIMITED LIFE

SANDBLASTING WILL REVEAL MORE

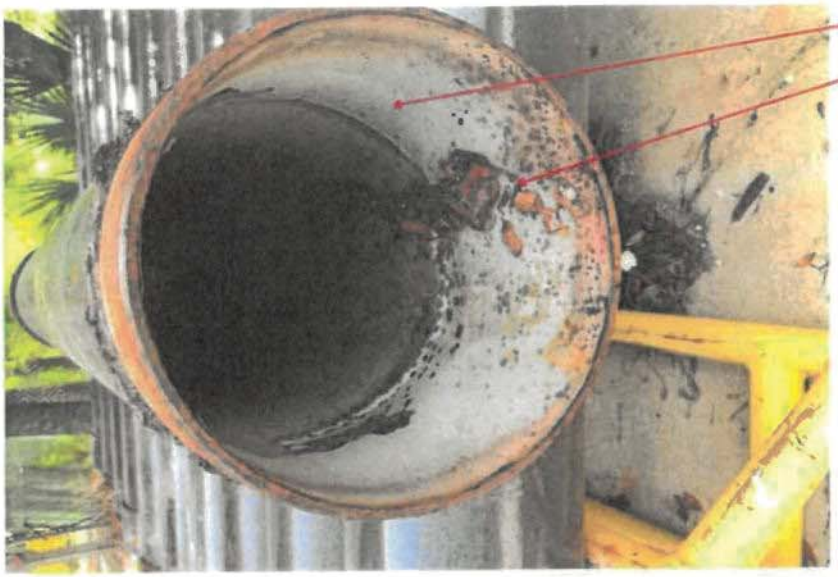


STUFF BOX AND DISCHARGE CASE PITTING

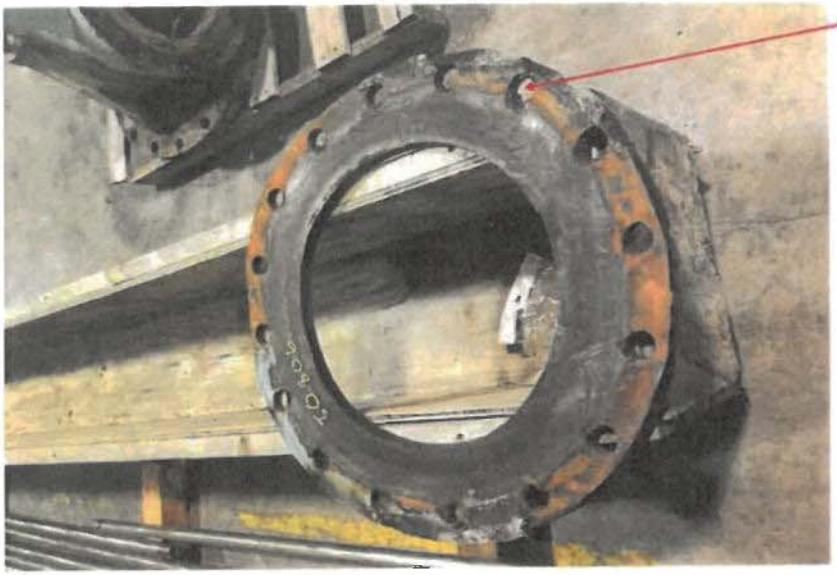
SANDBLASTING AND REPAINTING
IS AN OPTION


REPLACE BENT SHAFT
SHAFTS GOOD


PAINT FLAKING
COLUMN PIPE

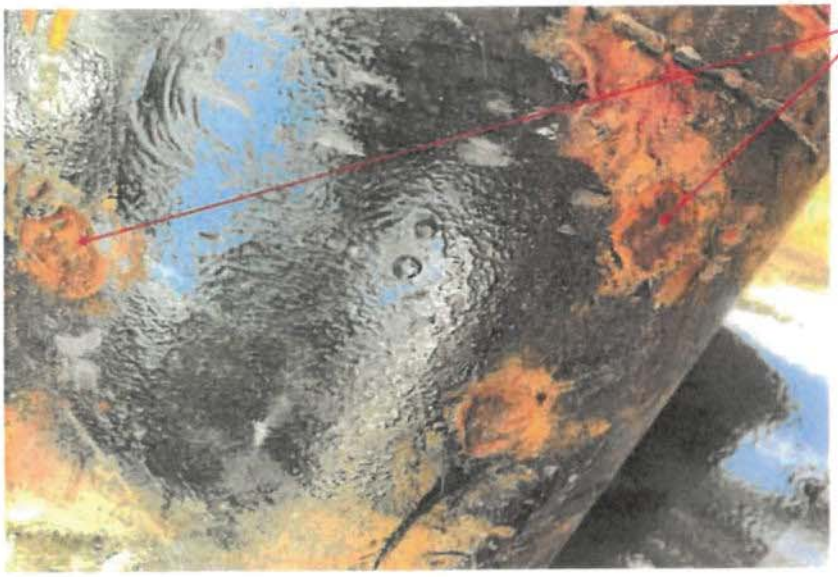

TOTAL PAINT LOSS
BUILD UP OF BIO MASS
COLUMN PIPE


PITTING
COLUMN PIPE



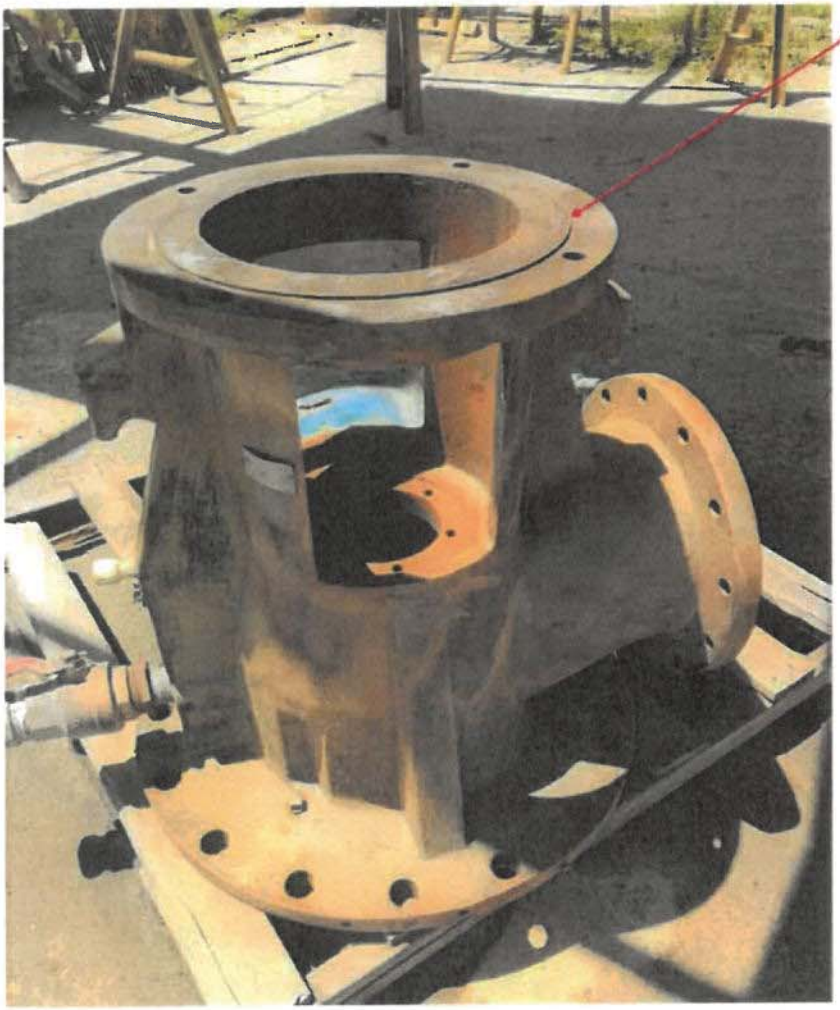
HEAD FLANGE GASKET

REPLACE



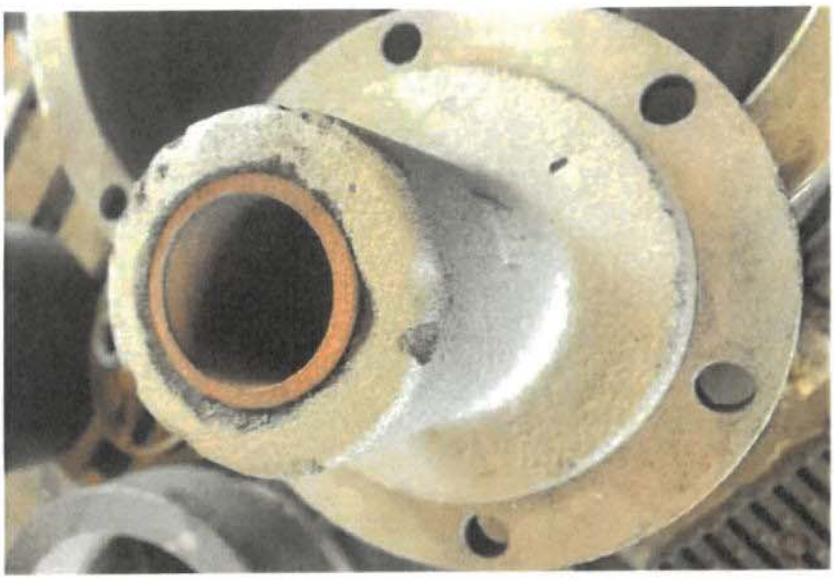
TOP COLUMN PIPE

REPLACE



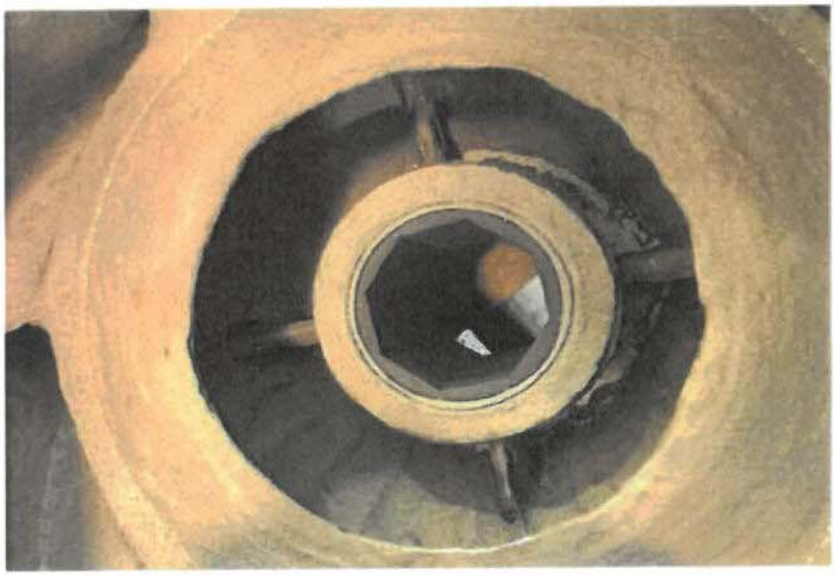
DISCHARGE HEAD

SANDBLAST AND REPAINT



STUFFING BOX

SHOWING SIGNS OF ERROSION



BOTTOM OF INTERMEDIATE PUMP STAGE



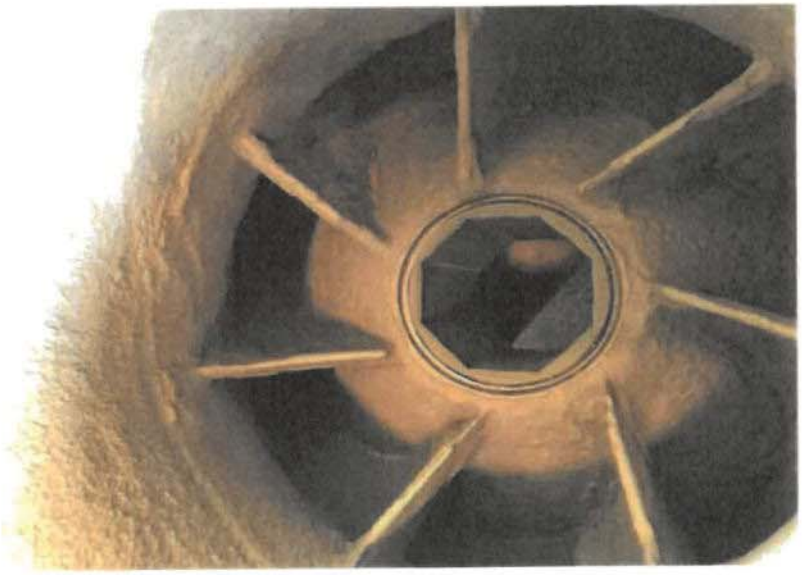
PUMP SUCTION CASE



BOWL IMPELLER SEAT FACE



BOWL DISCHARGE CASE



BOWL INTERMEDIATE INTERIOR

Layne Christensen Company

5061 Luckett Road
Ft. Myers, FL 33905
(239) 275-1029 - www.graniteconstruction.com

WELL AND PUMP SERVICES













Water Well and Booster Pump Repair

Layne is a representative for many equipment manufacturers which allows us to furnish and install a tailored solution for your water well and well pump system. We combine our expertise and extensive experience with the latest technology to provide a full-line of pump products and services. We can manage your repair from the initial diagnosis all the way back to service.

Service Offering:

In-House Pump Design and Sales
In-House Repair/Inspection Services
Machine Shop Services
Routine Preventative Maintenance
Line Shaft Pumps
Submersible Well Pumps
Well and Booster Pump Repair
Vertical & Horizontal Booster Pumps
Wellhead Piping Modifications
Discharge Valves and Fittings

Water Well and Pump Services:

Before prescribing any repair plan, we diagnose the system to develop an informed, practical, and customized solution. Our ability to craft tailored solutions reflects our extensive service offerings, our variety of rehabilitation methods, our in-house repair shops, and our expertise.

Range of Services:

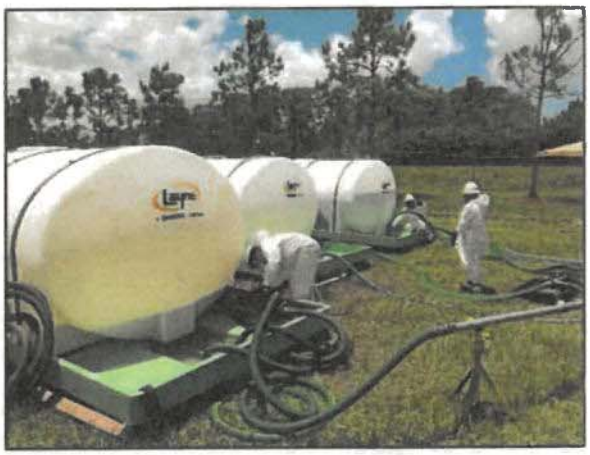
Well Rehab-Acid Treatment, Brush, High Pressure Jetting
Well Redevelopment
Cased/Open Hole
Geophysical Logging
Well Video, X-Y Caliper
Deviation Surveys
Fishing Activities
Pump Installation and Removal

Providing Water Well and Pump Services Since 1882

Layne Christensen Company
5061 Luckett Road
Ft. Myers, FL 33905
(239) 275-1029 - www.graniteconstruction.com

WELL AND PUMP SERVICES





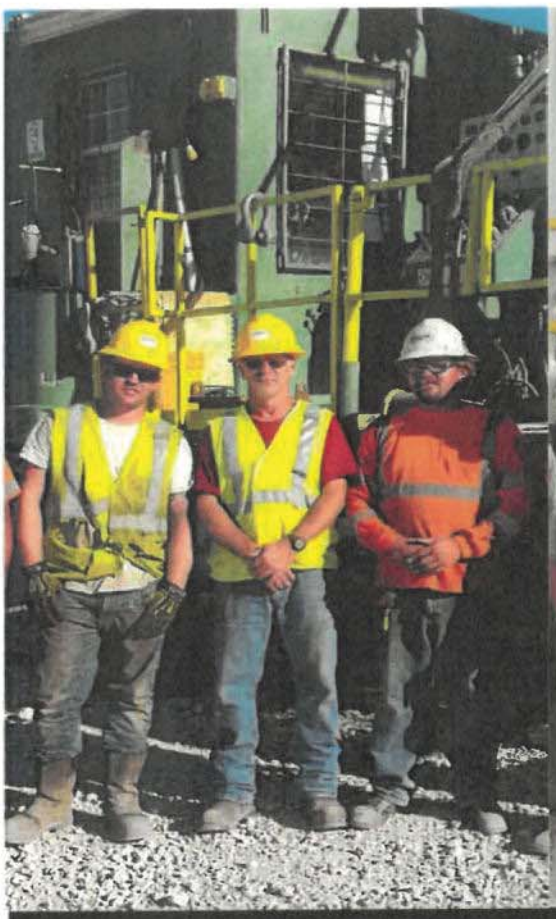








Providing Water Well and Pump Services Since 1882





F. Technical Qualifications of Project Team

RESUMES

We have included some of our key employees, Final personnel for this project will be chosen at time of Notice to Proceed

LAYNE CHRISTENSEN COMPANY
5061 LUCKETT ROAD
FORT MYERS, FL 33905
PH: 239.275.1029
FX: 239.275.1025
www.layne.com

A GRANITE COMPANY

Bill Stuckey

General Manager, Southeast Operations

Experience

General Manager	Layne Christensen	(2017 – Present)
Manager, CA Operations	National EWP, Montclair, CA	(2013 – 2015)
Client Services	National EWP, Montclair, CA	(2012 – 2014)
Client Services	WDC Exploration & Wells, Montclair, CA	(2004 -- 2012)
Project Manager	Shawver Well Company, Fredericksburg, IA	(2003 – 2004)
Asst. Zone Manager	Boart Longyear, Indianapolis, IN	(2002 – 2003)
Driller	Boart Longyear, Indianapolis, IN	(2000 – 2002)
Rig Hand and Lab Technician	G&I Exploration, Terre Haute, IN	(1997 – 2000)

Areas of Specialized Competence

Safety Leadership

Specialized Drilling Contractor

Operations Management

Project & Contract Administration

Well Design & Repair

Pump Design & Repair

Well Testing & Rehabilitation

Education & Certifications

- B.S. Geology, Indiana State University, 2000
- Thesis published: *Revisiting the paleomagnetism of the 1.476 GA St. Francois Mountains igneous province, Missouri* (Tectonics, Vol. 21, No.2 10.1029/2000TC001265, 2002)
- McBeth-Talisman Award, Indiana State University Department of Geology, Geography and Anthropology, 2000
- Baroid Mud School, 2008
- Solinst CMT Certification, 2007
- The Dale Carnegie Course, 2006
- Grundfos Groundwater and Pump Course, 2005
- OSHA Substance Abuse Supervisor Training, 2006
- OSHA CFR 1910.120 HAZWOPER, Initial and Annual Updates
- MSHA, Initial and Annual Updates
- Chevron/Exxon Mobil LPS, Initial and Annual Updates
- Red Cross First Aid/CPR. Initial and Annual Updates
- Certified National Groundwater Association Driller

Responsibilities

Safety, operational and financial leadership of 175 employees working from seven Layne offices servicing 10 states in the southeastern United States.

Bud.Rowe.RDC@gmail.com
912-658-0015

HENRY LAMAR ROWE, JR. (BUD)

SKILLS & ABILITIES

- Project Management Including time study estimating, project cost estimating, job bidding, staffing, staff management; problem solving.
- Equipment Maintenance - Assessing equipment to determine needed upgrades, part replacements, etc. to maintain safe working conditions as well as rehab and design work to increase efficiency
- Knowledge and utilization of various drilling methods including reverse/direct air and mud rotary.
- Experienced in multiple cementing techniques including the Haliburton "pressure method"
- Extensive experience in packer testing (single, and straddle)
- Extensive experience in conducting core sampling of deep wells

PROFESSIONAL EXPERIENCE

DISTRICT MANAGER, ROWE DRILLING COMPANY - FORT MEADE DISTRICT

2016-Present

- Manager of District office location in Central Florida region.
- Oversees multiple drilling crews in several locations at one time, to monitor productivity, efficiency, and cost management.
- Conducts time/cost analysis to estimate pricing for future work that is open for public bid.
- Attends On-site meetings with engineers and municipality members to discuss ongoing projects and maintain an open line of communication between all involved parties in the project.
- Maintains office location to ensure a safe and productive working environment for shop and office work.

FIELD SUPERINTENDENT/OPERATIONS MANAGER, ROWE DRILLING COMPANY - SAVANNAH DISTRICT

2010 - 2016

- Oversaw several field crews and served as liaison between field and office employees.
- Ensured that job sites were running efficiently
- Ordered supplies for work in a timely manner to keep job productivity ongoing.
- Traveled extensively to multiple jobsites across various stated as needed to assist as needed on drill rigs - including ingress and egress planning and execution, onsite equipment maintenance, drilling production, etc.

VENTURE DRILLING - TUSCALOOSA, AL AND LAUREL, MS

1989-1991

- Worked as a motorman and derrick hand for a time on rigs in an oil field installing wells for the oil drilling industry

WATER WELL DRILLER/MOTORMAN, ROWE DRILLING COMPANY - TALLAHASSEE DISTRICT

1986 - 2010

- Started as a Field hand and worked up position of Driller. Operated drill rig with rig hands to ensure productivity on multiple well installation jobs.
- Promoted to Lead Driller and transferred to Savannah District Office.

MAJOR PROJECTS COPLETED

1987-1989 - City of Montgomery Alabama - Wellfield Expansion Project
- First $1M+ job for Rowe Drilling Company, Inc.

1989-1991 - Venture Drilling - Tuscaloosa, AL and Laurel, MS
- Multiple Deepening, perforations, abandonment projects

1991 -1994 - City of Jacksonville, FL
- Multiple well installations of 20" for the city

1994 - City of Hilton Head, SC.
- Exploratory well into Cretaceous Aquifer - 3,995 feet depth

1994-1998 - Multiple Gravel Pack Wells 500 foot to 2300 foot depths in Georgia and South Carolina

1998 - City of Hilton Head, South Carolina
- Installation of a 26" Gravel Pack well to a depth of 2300 feet

1999-2004 - Lead Driller for all gravel pack wells installed in east Georgia and South Carolina for Rowe Drilling Company, Inc.

2004 - 2014 - NuCor Steel - Mount Pleasant, South Carolina
- 22"x16 Gravel pack well to a depth of 1900 feet

2012 - City of Charleston, South Carolina
- 24"x18" gravel pack well to a depth of 1800 feet

2009 - Mann Diesel Electrical Generation Plant - Abaco, Bahamas
- Installation 18" injection Well to a depth of 900 feet

2009-2014 - USGS East Coast Georgia Lower Floridan Project
- Installation of multiple 8" to 12" wells to depths of 1200 to 2500 feet

2010- 2014 - Jacksonville Electrical Authority - Jacksonville, FL
- Installation of 6 20" wells to depth of 600 to 1300 feet

2013 - 2014 - Polk County Board of County Commissioners - Lakeland, FL
- Installation of an Aquifer Storage Recovery Well to a depth of 2750 feet - deepest ASR well in the state of Florida

2014 - 2016 - Main Street Wellfield - Jacksonville, FL
- Installation of multiple 20" wells throughout downtown Jacksonville

EDUCATION/CERTIFICATIONS

SANTA FE COMMUNITY COLLEGE - AA DEGREE 1985

BAROID LEVEL I AND II MUD SCHOOL - 2003

40 HOUR OSHA TRAINING

JEA SUBSTATION TRAINING

JEA SUPERVISOR TRAINING

SOUTH CAROLINA DRILLERS LICENSE - 1994 - CURRENT

NORTH CAROLINA DRILLERS LICENSE - 2003 - CURRENT

WATER MINERAL ENERGY

Miguel Martinez

Project Manager, Injection Well Operations

Experience

Project Manager	Layne Christensen Company	(2016 - Present)
Drilling Optimization Supervisor	National Oilwell Varco	(2013 – 2016)
Chief Geophysical Logging Engineer	Youngquist Brothers Inc	(2011 to 2013)
Sr. LWD/ Directional Driller Engineer	Weatherford Directional Services	(2007 to 2011)
Sr. Logging While Drilling Engineer	Schlumberger Limited	(2004 to 2007)

Education

- Associate of Applied Science, ITT Technical Institute — Miami, FL

Licenses/Certifications

- SafeLand/ Safe Gulf Certified
- HUET Certified
- OPECO Assessor Certification

Representative Water Resource Projects

10 years of Oilwell drilling experience, including well bore directional control, logging while drilling and drilling optimization specializing in nuclear logging tool, high telemetry tools, BHA analysis, vibration mitigation, and project management.
2+ years of experience in Injection Well Geophysical logging, including MITS, open and cased hole logging, Perforating and pipe recovery in Oil and Injection wells.

- Over 30 MITS in the state of Florida (RTS test)
- 8 different Injections Well construction projects as a Geophysical Logging Engineer
- Multiple Water production well construction projects as a Geophysical Logging Engineer

Responsibilities

Construction Management, Bid Preparation, Job Costing, Permitting, Purchasing, Subcontractor Oversight, Scheduling, Site Layout, Wellhead Design, Shop Drawings, Submittals, Pay Requests, Final Walkthroughs and Punch-list Completions

Areas of Specialized Competence

Construction Management

Bid Preparation

Subcontractor Oversight

Job Costing

Procurement

Geophysical Logging

Drilling Optimization

Personnel Management

WATER MINERAL ENERGY

Craig Brugger

Project Manager, Injection Well Operations

Experience

Project Manager	Layne Christensen Company	(2009 – Present)
	Youngquist Brothers, Inc.	(1999-2000)
	Youngquist Brothers, Inc.	(2002-2009)
	J & M Pump Service, Inc.	(1992 – 1999)
		Hialeah, FL

Education

- Hialeah High School

Representative Projects

Over twenty years of progressive construction project management experience including eleven years overseeing the construction of injection well systems Specializes in site preparations and system completions. Manages installation of temporary utilities and containment pads, cuttings disposal plans and emplacement of equipment on site to facilitate well construction Supervises construction of permanent wellheads, piping, annular pressure systems, electrical work, structural concrete, roadways and drainage. Oversees instrumentation and controls subcontractors. Representative Florida DEP Class I UIC injection well projects completed include

- *TEC Polk Power Station (1 IW + 1 DZMW),*
- *Charlotte County – Burnt Store (1 IW),*
- *Fort Pierce Utility Authority (2 IWs + 1 DZMW),*
- *City of Key West (2 IWs),*
- *Palm Bay (1 IW + 1 DZMW),*
- *Tropical Farms (2 IWs + 1 DZMW)*
- *Lee County – Pinewoods (1 IW + 1 DZMW).*

Responsibilities

Construction Management, Bid Preparation, Job Costing, Permitting, Purchasing, Subcontractor Oversight, Scheduling, Site Layout, Wellhead Design, Shop Drawings, Submittals, Pay Requests, Final Walkthroughs and Punch-list Completions.

Areas of Specialized Competence

Construction Management

Wellhead Design

Bid Preparation

Subcontractor Oversight

WATER MINERAL ENERGY

Blake McCullers

Project Manager, Water Resources

Experience

Project Manager	Layne Christensen	(2019 - Present)
Operations Manager / Driller	McCullers Construction Services	(2018 - 2019)
Sr. Project Manager / Estimator	Layne Christensen	(2010 - 2018)
Numerous Positions Held	Youngquist Brothers, Inc.	(2000 - 2010)

Licenses/Certifications

- Bilfinger Water Technologies Groundwater & Well Design
- Commercial Driver License (CDL) Class A with Tanker endorsement
- MSHA Miner Training 2003
- OSHA 40HR HAZWOPER 2005
- NORCAT - Canadian miner training 2012
- Canadian Work Permit 2012

Representative Water Resource Projects

Mr. McCullers has more than 18 years of professional & practical experience in the drilling industry. He has managed both domestic & international projects that include: Slick lines, Utility / supply line boreholes, tight tolerance directional drilling, Rotary Steerable directional drilling, deep soil borings, extraction well installations, monitor well installations, site characterizations, Water well installations, DOD site investigations, Level "B" PPE drilling projects, landfill monitoring projects, Single and double cased well installations, and EPA projects.

- Managed Over 200 drilling projects across the North American continent
- Multiple water production well construction projects as both a project manager and a driller

Responsibilities

Construction Management, Bid Preparation, Job Costing, Permitting, Purchasing, Subcontractor Oversight, Scheduling, Site Layout, Wellhead Design, Shop Drawings, Submittals, Pay Requests, Final Walkthroughs and Punch-list Completions

Areas of Specialized Competence

Construction Management

Bid Preparation

Subcontractor Oversight

Job Costing

Procurement

Geophysical Logging

Drilling Optimization

Personnel Management

WATER MINERAL ENERGY

David Bauer

Non-Drilling Operations Supervisor, Injection Well Operations

Experience

Non-Drilling Operations Manager	Layne Christensen Company	(2015 – Present)
R&I Pump Superintendent	Layne Christensen Company	(2012-2015)
Well and Pump Superintendent	Well Masters Inc.	(2010-2012)
Senior Pump Tech	Diversified Drilling	(2007-2010)
Well and Pump Tech	Greiner Well Service and Drilling	(1975-2007)

Areas of Specialized Competence

Well and pump rehabilitation

Well pump maintenance

Trouble shooting well problems

Mechanical Integrity Testing on Wells

Education

- William Henry Harrison High School
- Many years of Water Well Association Work Shops

Licenses Held

- NCCCO Certified Crane Operator
- Class A CDL with tanker endorsement

Current Safety Certifications

OSHA 10

- First Aid
- CPR
- Backhoe Safety
- Safe Driver Training
- Respirator and Fit Test
- Rigging Safety
- Forklift Safety

Representative Projects

Over 35 years in the well and pump business, starting as a laborer and working up to field superintendent, and finally operations manager for non-drilling projects. Duties included all aspects of well and pump installation, service, maintenance, and rehabilitation.

- *Mechanical integrity testing* on wells.

Responsibilities

Oversee daily operations of R&I crews, see all material is available for job and crews understand scope of work and responsibilities to safely and efficiently complete work. Communicate with customers about their needs, and how we can help them.

WATER · MINERAL · ENERGY

CARL WITTENBORN

Shop Supervisor & R&I Pump Supervisor, Injection Well Operations

Experience

Non Drilling Operations	Layne Christensen Company	{2015-present}
Truck Driver	Layne Christensen Company	{2014-2014}
Handy Man	Self-Employed	{2013-2014
Crain Operator	Youngquist Brothers, Inc.	{2007-2013}

EDUCATION

- Cahokia High School
- GED

Licenses Held

- NCCCO Certified Crane Operator
- Class A CDL with Tanker Endorsement

Current Safety Certifications

- OSHA 10
- First Aid
- CPR
- Backhoe Safety
- Safe Driver Training
- Respirator and Fit Test
- Rigging Safety
- Forklift Safety

Areas of Specialized Competence

Well & Pump rehabilitation

Well Pump Maintenance

Trouble Shooting Well Problems

Mechanical Integrity Testing on Wells

Responsibilities

- Well Maintenance
- Chemical Well Rehabilitation
- Vertical Turbine Installation
- Submersible Pump Installation
- Mechanical Integrity Testing of Injection Well
- Trouble Shooting Well or Pump Problems

Oversee all procedures and operations of R & I crew. Ensure supplied with all tools and needed parts so rig runs smoothly and safely, with no down time. Work with company shop supervisor and trucking to coordinate rig moves. Coordinate all special rig operations IE, repairs, well control situations and rigging. • Supply all personal with proper safety equipment required by policy, ensure all employees follow safe working operations per company and OSHA policy. Lead a 3 man crew through all R&I operations to be performed daily.
Lead and run any and all 3rd party working on or with the company equipment and or rigging operations.

WATER MINERAL ENERGY

JUAN NIETO

Foreman, R&I Pump, Injection Well Operations

Experience

Foreman- - R &I Pump	Layne Christensen Comp.	(2015-present)
R & Pump Tech	Layne Christensen Com.	(2012-2015)
Derrick Hand	Layne Christensen Co.	(2010-2012)
Derrick Hand	Youngquist Brothers	(2006-2012)
Driller Versa Drill Rig	Youngquist Brothers	(2005-2006)
Farm Tech	University of Florida	(1996-2006)
Mechanic	U.S. ARMY	(1992-1995)

Education

- Immokalee High School
- U.S. ARMY

Licenses Held

- Class A CDL
- NCCCO Certified Crane Operator

Current Safety Certifications

- OSHA 10
- First Aid
- CPR
- Backhoe Safety
- Safe Driver Training
- Respirator and Fit Test
- Rigging Safety
- Forklift Safety

Representative Projects

Have over 10 years in deep injection wells procedures. Started as a floor hand moved up to a derrick hand then moved over to repair and installation pumps. Started as a field tech on the R&I pump crew and now currently am a foreman on the crew.

Responsibilities

Oversee all procedures and operations with R&I crew. Ensure all supplies with all tools and required parts are ready so the job runs smoothly with no down time. Supply all personal with proper safety equipment required by policy. Ensure all follow safe working operations per company and OSHA policy. Lead a 3 man crew through all R&I, time sheets, JSA, daily safety meetings and operations to be performed daily.

Areas of Specialized Competence

Well and pump rehabilitation

Well pump maintenance

Trouble shooting well problems

Mechanical Integrity Testing on Wells

Submersible pump installation

WATER MINERAL ENERGY

Joshua Brown

Drilling Superintendent / Cementer, Injection Well Operations

Experience

Drilling Superintendent	Layne Christensen Company	(2016-Present)
Cementer/Relief Superintendent	Layne Christensen Company	(2010-2016)
Cementer	All Webbs Enterprises	(2009-2010)
Cementer/MIT Supervisor	Youngquist Brothers, Inc.	(2005-2007)
Cementer	Youngquist Brothers, Inc.	(2002-2009)
Site Prep/Floor Hand/Derrick Hand	Youngquist Brothers, Inc.	(2000-2002)

Areas of Specialized Competence

Drilling Management and Operations

Safety Operations

Education

- Cape Coral High School — Cape Coral, FL

Certifications

- 2011-30-Hour Occupational Safety and Health Training course in Construction Safety and Health
- 2011 - 24 Hour Hazardous Waste Operations and Emergency Response Standard (HAZWOPER)
- 2016 – 8 Hour Hazardous Waste Operations and Emergency Response Supervisor and Refresher
- Layne-Christensen Certification to run loaders, forklifts and track hoe
- First Responder and CPR
- Class B CDL

Responsibilities

- Supervise daily drilling operations
- Supervise acid operations
- Operate and maintain the cementing unit, silos, and bulk haulers
- Calculate the amount cement, water, and bentonite used during a cement stage
- Calculate differential pressure and annular volume of casing
- Supervise and preform jobs such as plug and abandon, pilot hole plug back, pressure grout, and trimie grout
- Operate frontend loaders and excavators
- Ensure that safety policies and procedures are used and enforced
- Effectively communicate with engineers and client to ensure project needs are satisfied

WATER MINERAL ENERGY

John Cathey

Geophysical Logging Services, Injection Well Operations

Experience

Geophysical Logging Manager	Layne Christensen Company	(2011 – Present)
Geophysical Logging Manager	Youngquist Brothers, Inc.	(2007-2011)
Geophysical Logging Supervisor	Youngquist Brothers, Inc.	(2002-2011)
Cased Hole Operator/Engineer	American Cased Hole Specialists	(1995 – 2002)

Education

▪ Broward County Fire Academy	Davie, FL
▪ Florida Atlantic University	Boca Raton, FL,
▪ Southwestern Oklahoma University	Weatherford, OK

Training

- First Aid/CPR
- 24 Hour Radiation Safety Course For Well Loggers
- Explosives /User Training
- Pressure Control Training

Areas of Specialized Competence

Geophysical Well Logging

Cased Hole Engineering

Operations

Scheduling

Representative Projects

Background in cased hole logging and perforating in Oklahoma.

Florida Deep Well experience began in 2002. Involved in nearly every injection well completion in South Florida 2006 - 2010. Worked with engineers and FDEP to improve MIT procedures and protocol for geophysical logging.

Responsibilities

Current responsibilities include *oversight and scheduling of Geophysical Logging operations.*

Previous responsibilities included all areas of *geophysical well logging on multiple UIC injection well projects in South Florida.* Developed a working relationship with FDEP on multiple *Mechanical Integrity Tests* performed in South Florida between 2003 and 2010. *Coordinated Radioactive Tracer Surveys* with engineers, city and state officials as well as other completion activities such as Injection Tests.

WATER MINERAL ENERGY

Luis F. Morey

Geophysical Logging Services & R & I Pumps,
Injection Well Operations

Experience

Geophysical Logging Engineer	Layne Christensen Company	(2015 – Present)
Casedhole Wireline Operator	Nine Energy Services Inc.	(2014-2015)
Geophysical Logging Operator/Engineer	Youngquist Brothers, Inc.	(2007-2013)
Scalehouse Operator	Youngquist Brothers Rock	(2006 – 2007)

Education

- Associates degree in Microsoft Network — Southwest Florida College,
- Engineering and Data Base Administration — Fort Myers, FL(2003-2006)

Training

- 24 Hour Radiation Safety Course For Well Loggers
- OSHA 10 Hour Construction

Areas of Specialized Competence

Geophysical Well Logging

Operations

Equipment Operations

Jobsite Management

Representative Projects

Assisted or managed MIT Logging operations for Class 1 injection well MIT Projects

Florida Deep Well experience began in 2007. Trained on the job to become familiar with all phases of well logging.

Responsibilities

Current responsibilities include *Wireline Operations and Well Logging. Project management onsite during well logging operations.*

Previous responsibilities included all areas of *geophysical well logging on multiple UIC injection well projects in South Florida.*

WATER MINERAL ENERGY

Doug Johnston

Regional Safety Specialist II

Experience

Regional Safety Specialist II	Layne Christensen Company	(2016 - Present)
Safety Specialist II	Alliant Energy- LGS	(2013 - 2016)
Owner/President	Frontline Safety Solutions, LLC	(2010 - 2013)
Outreach OSHA Instructor	Kirkwood Community College (OTI)	(2010 - 2013)
Site Safety Director	ADM-Bowker Mechanical	(2008 - 2013)

Education

- Local 125 Plumbers & Pipefitters Apprenticeship — Cedar Rapids, Iowa

Licenses/Certifications

- Construction Health & Safety Technician (CHST)
- Certified Environmental, Safety & Health Trainer (CET)
- OSHA Authorized Instructor Construction & General Industry (502 & 503)
- Safe Start Certified Instructor

Representative Safety Projects

28 years of Safety and Construction/General Industry experience. Experienced Safety Professional in the Supervision, training, qualification, and professional development of management and craft personnel. 10+ years in development and implementation of proactive Safety cultures in a wide array of projects from Nuclear Plants, Hospitals as well as Generating Facilities.

- Qualified Rigger 1 & Qualified Signal Person Instructor
- Fall Protection Competent Inspector-Capital Safety
- Developed curriculum for OSHA Training for Train the Trainer Courses, Employee Training as well as Credit Students
- Sought out by Corporate Safety to develop Policies and Procedures
- Expert Witness in Workman's Comp Legal proceedings- Cedar Rapids, Iowa

Responsibilities

Drive Safety Culture by developing and implementing a proactive Culture where employees are highly engaged. Collaborate with Corporate Safety to develop and implement Safety Training and Compliance Material. Provide Safety expertise for both Employees, as well as Management.

Areas of Specialized Competence

Construction Safety

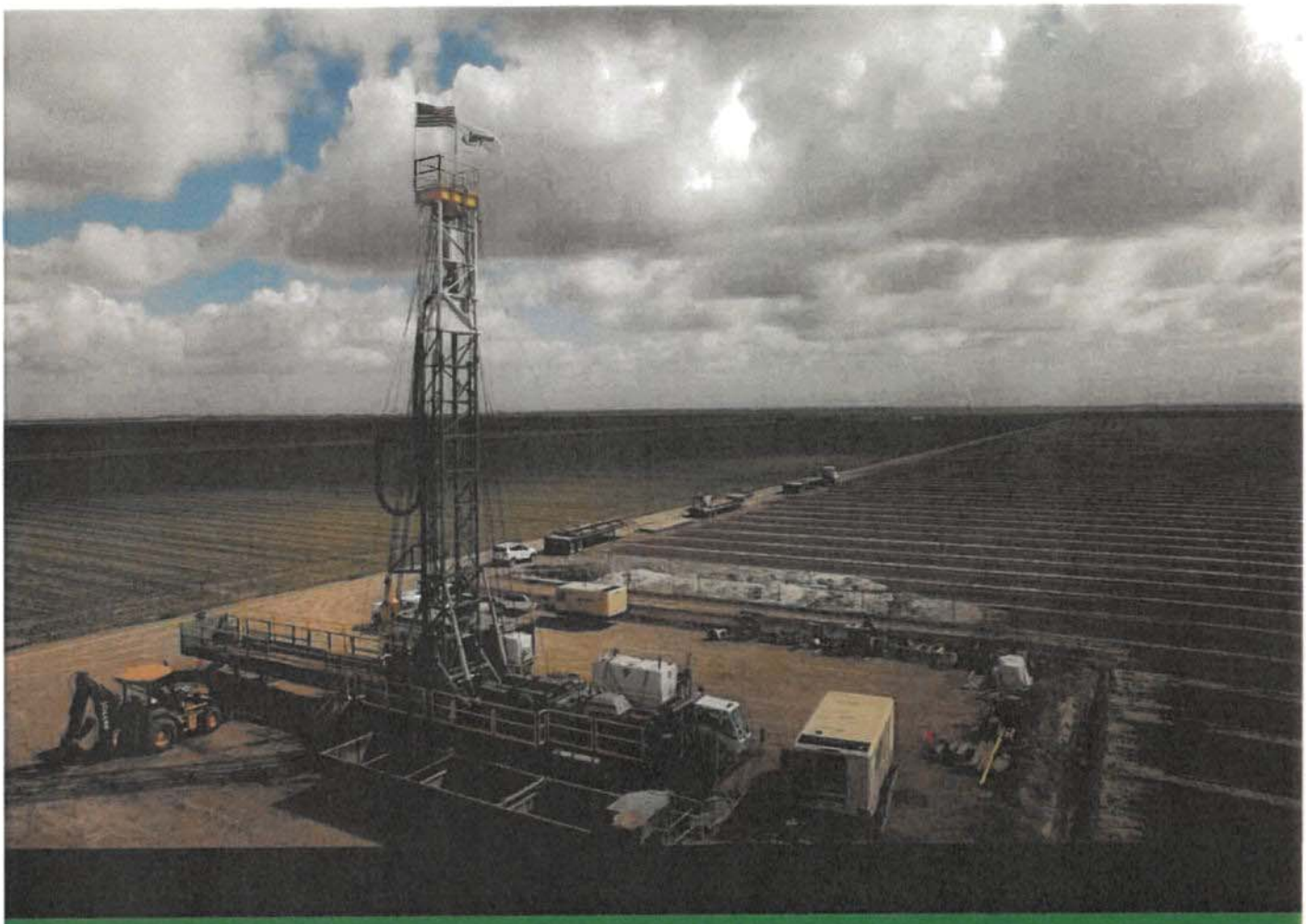
Safety and Health Management

OSHA Trainer

Fall Protection Competent Person

Machine Guarding Procedures

Safe Start Instructor



G. REFERENCES

*Please see attached partial references, and references letterers and page 22 of bid documents.

Additional references can be provided upon request.

LAYNE CHRISTENSEN COMPANY
5061 LUCKETT ROAD
FORT MYERS, FL 33905
PH: 239.275.1029
FX: 239.275.1025
www.layne.com

Layne
A GRANITE COMPANY

RMA
GeoLogic Consultants, Inc.

RMA GeoLogic Consultants, Inc.
8260 College Parkway, Suite 201 Fort Myers, FL 33919
(239) 415-1818 I Fax: (239) 415-1919
www.rma-geologic.com I e-mail: info@rma-geologic.com

February 11, 2019

Re: Reference of Well Services Experience – Layne

To Whom It May Concern:

This letter is intended to serve as verification that Layne has provided well services for at least seven years for projects RMA GeoLogic Consultants have served as a consultant for local Utilities and Municipalities in Florida. During that time and projects Layne has demonstrated knowledge of all aspects of situations commonly encountered during rehabilitation services of water supply wells and injection wells. Layne has always been conscientious in the execution of the work, maintained equipment in good operating condition, and has been observant of regulatory and personnel safety conditions. The result has, without exception, been excellently serviced wells. Therefore, I have no hesitation in recommending Layne's well services. Two recently completed projects are referenced below

Client: Gasparilla Island Water Association
Project: Redevelopment Services for Deep Well DW8
Scope: Removed permanent submersible pump from the well, installed an air line tubing in the well, air developed the well, removed air line, installed temporary submersible pump, pump developed well to the satisfaction of the consultant, removed temporary pump, reinstalled permanent pump, and chlorinated the well.
Start Date: 10/15/18
Completion Date: 10/24/18

Client: Lee County Utilities
Project: Acidization of Three Upper Floridan Aquifer Wells
Scope: Removed vertical turbine pumps, conducted geophysical logs, connected hoses to the wellhead, pumped 30,000 gallons of 2% hydrochloric acid solution, pump developed well to the satisfaction of the consultant, and chlorinated the well.
Start Date: 11/1/18
Completion Date: 12/7/18

Sincerely,

Omar Rodriguez, P.G., P.E.
FL Licensed Professional Geologist #2273
FL Licensed Professional Engineer #80330
President

ASRus, LLC
13329 N. Armenia Avenue
Tampa, FL 33613
Tel 813.264.9100

February 12, 2019

To Whom It May Concern:

Please find this let of recommendation on behalf of Layne, a brand of the Granite Construction Company Inc. Layne was contracted to ASRus, LLC to provide geophysical logging services for the City of St. Petersburg's Northeast Water Reclamation Facility (NEWRF) and Southwest Water Reclamation Facility (SWWRF) injection wells mechanical integrity tests (MITs) completed in June-July 2018. ASRus, LLC is a small hydrogeologic consulting firm and therefore it is often difficult to subcontract to companies the size of Layne, however we experienced no difficulty in negotiating an agreement, largely based on our years of experience working with Layne. Layne has always demonstrated a high level of expertise and competency within the Florida drilling industry. They successfully completed the MITs for the City of St. Petersburg on time and within budget and provided the same professionalism and reliability we have come to expect from Layne. We look forward to opportunities to work with them on future projects.

Please feel free to contact me if you have any additional question regarding this letter of recommendation.

Sincerely,

ASRus, LLC



Pete Larkin, P.G.

McNabb
Hydrogeologic
Consulting, Inc.

4600 Military Trail, Suite 116
Jupiter, Florida 33458
Phone: 561-891-0763

February 11, 2019

RE: Layne Christensen, Inc. Letter of Recommendation

To Whom It May Concern:

I have worked with Layne Christensen, Inc. (serving as the client's representative) on numerous Class I deep injection well logging, plugging and abandonment and well rehabilitation projects. They have proven to be highly experienced well service contractors with excellent problem-solving skills. Their highly-experienced personnel (I have worked with some of the same personnel for 9 years) have repeatedly proven to be innovative and dedicated to client satisfaction.

Layne Christensen, Inc. has consistently shown a desire to work as a team with the owner and owner's representative. Their attention to the fine details on geophysical logging and other well services results in a satisfied client.

In short, Layne Christensen, Inc. is a very high quality well service contractor that I would not hesitate to recommend to anyone seeking a qualified and experienced deep injection well service contractor.

Should you have any questions regarding the above, please contact me at (561) 891-0763.

Sincerely,

McNabb Hydrogeologic Consulting, Inc.

David McNabb, P.G.
President

Lee County
Southwest Florida
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Cecil L Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Tyler S. Weinand, P.G.
Public Works Project Manager
Lee County Utilities
1500 Monroe Street, Third Floor
Fort Myers, Florida 33901
tweinand@leegov.com
(239)220-1073

February 12, 2019

Dear Sir or Madam:

I am pleased to provide a letter of reference for the Fort Myers, Florida based Repair and Installation (R&I) staff of Layne, a Granite Company. Layne provided and continues to provide R&I services for Lee County Utilities (LCU) production wells and Underground Injection Control (UIC) wells. I have contracted with Layne to provide R&I service since early in my tenure with LCU, with their first project I managed in Spring 2016. Additionally, I am aware of the R&I staff providing services prior to my employment with LCU.

A few of the services I have contracted with Layne to complete are, but not limited to the following:

- Submersible electric motor replacement within a flowing artesian production well;
- UIC Class I well Mechanical Integrity Testing;
- Production well chemical treatment with low concentration hydrochloric acid to improve production well specific capacity;
- Geophysical logging; and
- Other miscellaneous services.

The Layne R&I staff provide a level of service which is easy to manage. The General Manager, David Tormoehlen, is highly responsive to the needs and requests of LCU. Furthermore, I trust Field Superintendents David Bauer and Carl Whittenborn to complete projects efficiently and properly with minimal oversight from LCU staff.

Thank you for the opportunity to provide a reference for the Fort Myers, Florida based R&I staff of Layne. Should you need any additional information, have any questions, or comments please do not hesitate to contact me.

Very Respectfully,

TWeinand 2/12/19

Tyler S. Weinand, P.G.

SCS ENGINEERS Environmental Consulting & Contracting

February 12, 2019

To Whom It May Concern:

Subject: Layne Letter of Reference

SCS Engineers conducted the contract management and technical supervision of a Class 1 injection well, dual zone monitoring well and pad monitoring wells at the Countyline Corporate Park site in Hialeah, Florida. This project occurred from September of 2017 to March of 2018. Layne was the contractor and conducted all the drilling, logging and testing for this project. Post drilling, they also did the abandonment of the pad monitoring wells.

Layne did an excellent job, executing the scope of work in a professional manner and all the required agency submittals were supplied as required. Their project team communicated well and worked collaboratively with our field staff to complete this project.

Please call or email me at mmarkley@scsengineers.com if you have any questions.

Kindest Regards,

Monte R. Markley

Monte R. Markley, P.G.

Vice President/Project Director

SCS Engineers

11120 E 26th Street N, Ste. 1100, Wichita, KS 67226 | 316-315-4501



LICENSES

LAYNE CHRISTENSEN COMPANY 5061
LUCKETT ROAD
FORT MYERS, FL 33905
PH: 239.275.1029
FX: 239.275.1025
.layne.com

Layne
A GRANITE COMPANY

STATE OF FLORIDA

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT CERTIFIES THAT

Michael Magnin

HAS BEEN DULY LICENSED AS A WATER WELL CONTRACTOR IN THE STATE OF FLORIDA

LICENSE NUMBER: 9457

EXPIRATION DATE: July 31, 2021

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1523303 ISSUED: 08/06/2020
CERTIFIED GENERAL CONTRACTOR
SHEMWELL, KEVIN DUANE
LAYNE CHRISTENSEN COMPANY

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

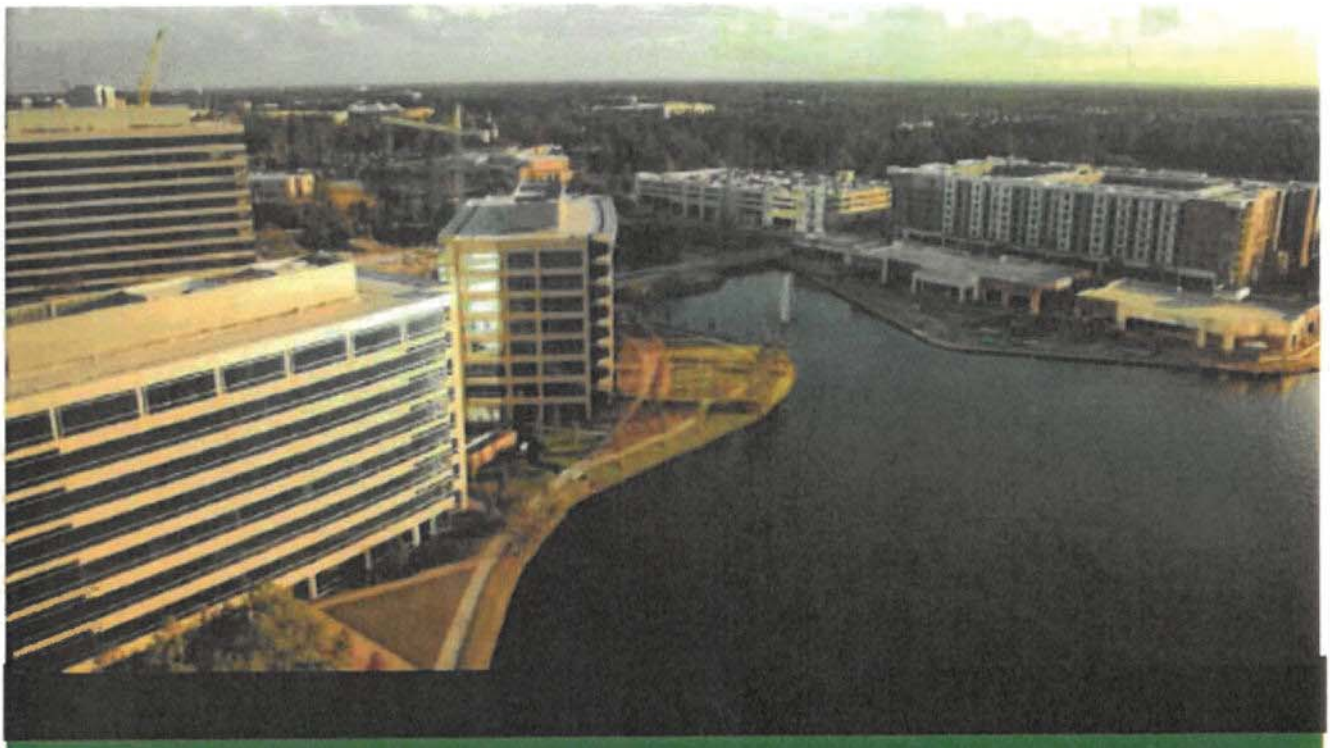
LICENSE NUMBER: CGC1523303 **EXPIRATION DATE: AUGUST 31, 2022**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SHEMWELL, KEVIN DUANE
LAYNE CHRISTENSEN COMPANY
9303 NEW TRAILS DR
SUITE 200
THE WOODLANDS TX 77381

ISSUED: 08/06/2020

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Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.



H. Responsiveness

See Attachment Section D. Transmittal Letter

I. Location

See Attachment Section D. Transmittal Letter

J. PRICING

See Attachment Section D. Transmittal Letter

PROPOSAL BY:
LAYNE CHRISTENSEN COMPANY
5061 LUCKETT ROAD
FORT MYERS, FL 33905
PH: 239.275.1029
FX: 239.275.1025
www.layne.com

Layne
A GRANITE COMPANY



K. COMPLETENESS

1. Authorization to Sign
2. Appendix A1
3. Addendum # 1

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5061 LUCKETT ROAD
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APPENDIX A1

ARBITRATION/ LITIGATION BROUGHT AGAINST LAYNE CHRISTENSEN COMPANY RELATING TO A CONSTRUCTION PROJECT (June 2020)

Work/payment issues over $50,000 only.

START DATE	PROJECT	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	RESOLUTION
3/15/13	Port Mann Water Supply Tunnel	Layne Christensen Canada, Ltd. V. Great Vancouver Water District, et al.	Non-payment for extra work and delays	Supreme Court of British Columbia S-138748	7/15 – Settled
9/5/13	Upper Hocking Pollution Control Facilities	Koehring & Sons, Inc. v. LHC, et al.	Unjust enrichment	Circuit Court of Marion County, IN 49D11-1309-PL-033948	12/16 – Settled
1/22/14	Oceana Key Biscayne Foundation	Consultatio Key Biscayne, LLC, et al. v. LCC	Breach of subcontract; negligence, breach of warranties; fraud and misrepresentation	U.S. District Court for the Southern District of Florida 1:14 CV 20559-MGC	8/15- Settled
5/23/14	Water Treatment System for Uranium and Arsenic Removal	City of Benkelman, NE v. Baseline Engineering Corp., et al. (LCC)	The City claimed that a water treatment system recommended by its own consultant and installed by Layne is inadequate	U.S. District Court for the District of Nebraska 7:14 – CV – 5009-FG3	12/18 – Settled
8/13/14	Reverse Osmosis Water Treatment Facility/RO Skids	Layne Christensen Company v. Hialeah Water, LLP, et al.	Hialeah Water brought a counter-claim for breach of contract	Circuit Court of the 11th Judicial District for Miami Dade County, FL 14-021170	10/17 – Settled
11/11/14	Arsenic treatment Facilities at Desert Booster Pump Station at Superior	Arizona Water Company v. LCC	Breach of contract, breach of warranty	U.S. District Court of Arizona 214 CV 2489JJTD	7/16 – Settled
11/18/14	Wellhead Treatment for Nitrate and VOC Removal at Plant No. 6, Hicksville, NY	LCC v. Mace Contracting Corp.	Mace filed a counter-claim for breach of contract, alleging Layne supplied non-conforming pipe	Supreme Court of NY, County of Nassau 603373/2014	3/16 – Settled
4/10/15	Water Main beneath Catawba River	Patterson Pump Company v. LHC, et al.	Non-payment	York County Court of Common Pleas, GA 15CP4600698	9/15 – Settled
9/1/15	Hard Labor Creek Reservoir Property Improvements	LCC v. Controlled Blasting, Inc., et al.	Counter-claim for non-payment	U.S. District Court for the Northern District of Georgia 1:16 CV 00427 MHC	11/16 – Settled
9/3/15	Sewage Treatment Plant Upgrade	City of Lock Haven v. HRI, Inc., et al. (LHC)	Breach of contract and delay damages	Court of Common Pleas of Clinton County, PA 763-2015	8/17 – Settled
10/22/15	Sunset Water Treatment Plant Instrumentation and Control Components	Control Instruments, Inc. v. LHC	Breach of contract; non-payment	Fulton County Superior Court, GA 2015 CV 266551	5/16 – Settled

START DATE	PROJECT	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	RESOLUTION
1/8/16	Rehabilitation of Sewer Collection System and Pump Stations	Town of Littleton v. Layne Inliner, LLC, et al.	Littleton claimed that that lateral line work was not performed or performed improperly. Layne subcontracted the work and it was inspected by the City's inspector	Appellate Court of North Carolina COAA17-1137	3/19 – State Supreme court declined to hear Plaintiff's appeal of the Appellate Court's dismissal
3/20/16	Athens Waste Water Plant, Valley Joint Sewer Authority	Patrick Concrete Constructors, Inc. v. LCC	Breach of contract; quantum meruit	Supreme Court of New York, Ontario County 1136072016	10/19 – Settled
5/16/16	Well 14 Pump and Motor Service	Village of Lake in the Hills v. LCC	Breach of contract; negligence	Circuit Court for the 22nd Judicial District of McHenry County, IL 17 LA 000406	Pending
8/9/16	Reclaimed Water Main Construction – Altamont Springs to Apopka	Pro Way Construction Group, LLC v. LHC, et al.	Breach of contract; non-payment	U.S. District Court for the Middle District of Florida 8:16-CV-2196-T-36MAP	4/18 – Settled
9/28/16	Design/Build – Waste Water System	The Redland Company, Inc. v. LHC, et al.	Breach of contract; non-payment	Circuit Court for the 16th Judicial District for Monroe County, FL 16CA00304P	12/16 – Settled
10/17/16	Painting subcontract for the John C. Stennis Space Center	USA for the use and benefit of M Natal Contractor, Inc. v. LHC, et al.	Breach of contract; non-payment	U.S. District Court for the Southern District of Mississippi 1:16-CV-00393	12/16 - Settled
11/15/16	Ion Exchange Systems	Bethpage Water District v. LCC, et al.	Breach of contract	Supreme Court of NY, Nassau County 604116/2017	11/20 - Settled
2/10/17	Raw Water Main Interconnect – Section C, Palm Beach County	DBE Management, Inc. v. LHC and Travelers	Breach of contract; non-payment	15th Judicial District Court of Palm Beach County, FL 50-2017-CA00-1627	9/17 - Settled
11/17/17	Southeast Interceptor Sewer, Phases 1-3	City of Franklin v. W.L. Hailey & Company, et al.	Breach of contract; negligence; breach of warranties	Williamsom County Chancery Court, TN 46766	Pending
5/15/18	Hood Road Water Treatment Plant Membrane Treatment Conversion Project	B&I Contractors, Inc. v. Reynolds, Inc., et al.	Account stated; unjust enrichment	Williamson County Chancery Court, TN 46766	7/18 – Settled
7/30/18	Union Square Central Subway Station	Macy's West Stores, Inc. v. Tutor Perini Corp, et al.	Negligence as to foundation grout injections	U.S. District Court for the Northern District of California	4/19 - Settled
8/7/18	Cretaceous Aquifer Production Well	Georgia Environmental Finance Authority v. CH2M Hill Engineers, Inc., et al. (LCC)	Breach of contract; negligence	Fulton County Superior Court, GA 2018CV308768	Pending
6/3/19	Various Water System Improvements	Wynn Construction v. Ada Public Works Authority, et al. (LCC)	Breach of contract; non-payment	District Court of Pototoc County CJ-19-45	Pending

In all other respects, except as specifically stated herein, the subject RFP No. 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Layne Christensen Company

SIGNATURE: _____ **DATE:** 9/29/2020

Miguel Martinez - Project Mananger

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for **CITY OF ORMOND BEACH – RFP No. 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

LAYNE CHRISTENSEN COMPANY
CERTIFICATE OF SECRETARY

RESOLVED, that, effective March 16 through December 31, 2020, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed $100,000, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective March 16 through December 31, 2020, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed $500,000, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective March 16 through December 31, 2020, the individuals named on the attached Exhibit 3 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed $2 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective March 16 through December 31, 2020, the individuals named on the attached Exhibit 4 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed $3 million, relating to any and all domestic construction projects arising out of the Company's operations.

I, Aaron Storm, do hereby certify that I am duly qualified as Secretary of LAYNE CHRISTENSEN COMPANY, a Delaware corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective March 16, 2020, by written consent of the Board of Directors; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: March 17, 2020

Aaron Storm

LAYNE CHRISTENSEN COMPANY CORPORATE SEAL 1981 DELAWARE

EXHIBIT 1
$100,000 Authority
Project Managers I & II
Account Managers

LAYNE CHRISTENSEN COMPANY

AUTHORIZED SIGNERS

Brian M. Snelten, Project Manager
Joseph J. Eisha, Project Manager
Christopher C. Kennedy, Project Manager
Duane R. Trammell, Project Manager
Andrew L. Seiden, Project Manager
David M. Brashear, Project Manager
Gary L. Grace, Project Manager
Miguel E. Martinez, Project Manager
Donald R. Ranft, Project Manager
Logan M. Wartick, Project Manager
Jordan A. Albarado, Project Manager
Casey T. Gnau, Project Manager
Jason W. Gansebom, Project Manager
Wesley C. Van Allen, Project Manager
Juan C. Lopez-Vasquez, Project Manager
Michael Hartman, Project Manager
Matthew D. Barnes, Project Manager
Sean J. Miguel, Project Manager
Donald G. Williams, Project Manager
Tristan Parsley, Project Manager
Jeffrey R. Stollhans, Account Manager
Michael A. McDonald, Account Manager
Richard A. Trujillo, Account Manager
Thomas A. Hetzel, Account Manager
Steve Zarcone, Account Manager
Brian W. Dellett, Account Manager
Daniel E. Callahan, Account Manager
Taylor A. Busch, Account Manager
Ryan S. McMurry, Account Manager
Dustin P. Deville, Account Manager
Bradley A. Harris, Account Manager
Timothy R. Miller, Account Manager
John J. Gornick, Account Manager
Stuart E. Lambert, Account Manager
Emily E. Miesner, Account Manager
Brandon D. Butrum, Account Manager
Dylan Michael Ellis, Account Manager
James C. Freeman, Account Manager
Russell Redding, Account Manager
Lawrence Hairelson, Account Manager

ATTESTORS

Marybeth Rios, Administrative Assistant

Miguel Martinez, Project Manager
Craig Brugger, Operations Manager
John Cathey, Project Manager
Andrew Smith, Engineering Manager
Jessica Anderson, Administrative Assistant
Patsy Reeves, Administrative Assistant
Melissa Jones, Administrative Assistant
Kathryn Vance, Project Administrator
Jonathan Mai, Assistant Project Manager
Taylor E. Combs, Assistant Project Manager
Crystal N. Gregory, Assistant Project Manager
Jeff Hart, Operations Manager
Shellie Fox, Operations Financial Analyst/Accountant
Thomas Healy, Project Manager

EXHIBIT 2
$500,000 Authority
Business Development Managers
Project Managers III

LAYNE CHRISTENSEN COMPANY

AUTHORIZED SIGNERS

James Bruneio, Jr., Business Development Manager
Mark S. Howard, Business Development Manager
Robert E. Curley, Business Development Manager
Matthew T. Reed, Project Manager (III)
Andrew J. Smith, Project Manager (III)

ATTESTORS

Marybeth Rios, Administrative Assistant
Miguel Martinez, Project Manager
Craig Brugger, Operations Manager
John Cathey, Project Manager
Brian Dellett, Account Manager
Mary Foy, Administrative Assistant
Steve Crook, Branch Manager
Donald Ranft, Project Manager
Jacki Horton, Administrative Assistant
Patsy Reeves, Administrative Assistant
Bradley A. Harris, Account Manager
Shellie Fox, Operations Financial Analyst/Accountant
Max Palmer, Area Manager

EXHIBIT 3
$2M Authority
General Managers
Area Managers

LAYNE CHRISTENSEN COMPANY

AUTHORIZED SIGNERS

Jerri L. McKenna, General Manager
William C. Stuckey, General Manager
Todd A. Howard, General Manager
David A. Tormoehlen, General Manager
Timothy S. Oman, General Manager
Robert Grecki, Area Manager
Charles M. Crook, Area Manager
Terence L. Heiliger, Area Manager
Logan M. Scherm, Area Manager
Jim Benjamin, Area Manager
Steven Costello, Area Manager
Stephen P. Anderson, Area Manager
Matthew Reed, Project Manager
Bill Balluff, Area Manager
Max Palmer, Area Manager
James Hausladen, Area Manager

ATTESTORS

Tristan Parsley, Project Manager
Juan Lopez, Project Manager
Crystal Gregory, Assistant Project Manager
Jordan Albarado, Project Manager
Casey Gnau, Project Manager
William Balluff, Business Development Manager
Brian Snelton, Project Manager
Joseph Eisha, Account Manager
Cathleen White, Administrative Supervisor
Susan Henney, Administrative Assistant
Jeny Musso, Administrative Assistant
Paula Miles, Administrative Assistant
Jessica Anderson, Administrative Assistant
Everette Burge, Field Supervisor
Patsy Reeves, Administrative Assistant
Craig Brugger, Operations Manager
Marybeth Rios, Administrative Assistant
Miguel Martinez, Project Manager
John Cathey, Project Manager
Andrew Smith, Engineering Manager
Wes Van Allen, Project Manager
Brian Dellett, Account Manager
Mike Schanaman, Project Manager
Mark Howard, Business Development Manager
Matthew Reed, Project Manager

Daniel E. Callahan, Account Manager
Shellie Fox, Operations Financial Analyst/Accountant
Brad Harris, Account Manager
Brenda Evans, Administrative Assistant

EXHIBIT 4
$3M Authority
Vice Presidents
Division Ops Manager

LAYNE CHRISTENSEN COMPANY

AUTHORIZED SIGNERS
Greg McInnis, Vice President

ATTESTORS
Tina Smith, Executive Assistant
Susan Henney, Administrative Assistant

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Thompson Well & Pump, Inc.** ("Contractor"), 219 S. Spring Garden Avenue, DeLand, FL 32721-0371, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals (RFP 2020-29, "Water Well Assessment and Rehabilitation Services") dated September 30, 2020, attached hereto as Exhibit "A", and the Proposal dated September 30, 2020, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years and shall be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice of their intent not to renew.

3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Thompson Well & Pump, Inc.**
Joyce Shanahan, City Manager	Jerry E. Thompson, Jr.
(copy to City Attorney)	219 S. Spring Garden Avenue
22 South Beach Street	P.O. Box 371
Ormond Beach, FL 32174	DeLand, FL 32720

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations

	$ 50,000 Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

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

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

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

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

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

provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO

THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

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

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

DATED this 1 day of December, 2020.

Witnesses:

Wendy Hontz

Print Name: Wendy Hontz

Cassidi Ritz

Print Name: Cassidi Ritz

CITY OF ORMOND BEACH

By: Bill Partington
BILL PARTINGTON
Mayor

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 19 day of OCTOBER, 2020.

Witnesses:

Heriberto Torres

Print Name: Heriberto Torres

Brookie Thornton

Print Name: Brookie Thornton

THOMPSON WELL & PUMP, INC.

By: Jerry E. Thompson

Print Name: Jerry E. Thompson, Jr.

Title: President

Attest: Sarah B. Thompson

Print Name: Sarah B. Thompson

Title: Vice President

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **WATER WELL ASSESSMENT AND REHABILITATION SERVICES**

RFP NUMBER: **2020-29**

RFP DUE DATE & TIME: **September 30, 2020 at 2:00 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 15, 2020 at 10 a.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

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

PROPOSER'S NAME: Thompson Well & Pump, Inc.

PROPOSER'S MAILING ADDRESS: PO Box 371

CITY-STATE-ZIP: DeLand, FL 32721-0371

F.E.I.N.: 59-3611448

PHONE NUMBER: (386) 740-0180 EMAIL: thompsonwell@bellsouth.net

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

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

X Jerry E Thompson
AUTHORIZED SIGNATURE (MANUAL)

Jerry E. Thompson, Jr.
NAME (TYPED)

President
TITLE

9-30-2020
DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

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

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

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

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

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

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

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

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

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

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

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

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

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

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

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29

INTRODUCTION

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide water well assessment and rehabilitation services on an "as needed basis" for the Utilities Division of the Public Works Department. Award may be made to one or more firms, and no guaranteed quantity of work is offered. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

To be considered, bidders must submit one (1) signed and unbound original of the complete proposal packet, including all required attachments, along with one (1) full complete electronic file of the proposal in pdf format on either a CD or thumb drive by the closing date and time. Responses shall be submitted in sealed envelopes and clearly identified as "**WATER WELL ASSESSMENT AND REHABILITATION SERVICES**" and reference **RFP No. 2020-29"** on the outside of the envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Bids delivered after the time and date specified will not be accepted.** The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required. For any question regarding bid delivery contact the purchasing office at 386-676-3223.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

NATURE OF SERVICES REQUIRED

A. General

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extends outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2019 included 22,532 active water accounts, of which 17,412 were located within the City limits. Records indicate there were 17,532 active water & sewer accounts, of which 17,265 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide **WATER WELL ASSESSMENT AND REHABILITATION SERVICES** on an "as needed" basis. The term of this contract shall be for an initial three (3) year agreement. The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding.

In order to meet the required demands, the City presently utilizes thirty-nine (39) water production wells. Details of individual wells are provided later within this same section. Bidders should be aware that the City's current inventory of well pumps includes multiple suppliers including Gould Water Technology Submersible Pumps (A Xylem Brand), Peabody Floway Vertical Turbine Submersible Pumps, and Grundfos Pumps.

To provide vendors with a better understanding of the City's water well network, an excerpt from the recently completed *Western Service Area Master Plan Update* (February 2020) completed by Mead & Hunt, is provided. The excerpt entitled "Existing Raw Water Infrastructure," is broken into three parts. In Part 1, Existing Wellfield Summary, a paragraph describes the City's four wellfields. Thereafter, in table format, all wells are listed with relevant details including: the ID number, the casing diameter the casing depth, the well total depth, pump capacity, drilling date, and status. In Part 2, Existing Wellfield Water Quality, a paragraph description provides an overview of the water quality followed by a table providing chloride levels measured at specific well sites from 2015 through 2019. Lastly, Figure 2-1 Primary Water Components, graphically depicts the locations of the wells relative to major roadways.

Excerpts from *Western Service Area Master Plan Update* (February 2020) completed by Mead & Hunt

Existing Raw Water Infrastructure

1) Existing Wellfield Summary

The City provides potable water service to residential, retail, and commercial customers throughout their service area. The City currently has approximately 56,000 potable water customers. The City currently obtains its water supply to serve these customers from four (4) separate wellfields. The wellfield names are as follows: Division, SR40, Hudson, and Rima Ridge. Within these four wellfields, there are currently 33 active primary and secondary groundwater production wells drilled into the upper producing zones of the Floridan aquifer. Additionally, the City owns and operates three wells in the Breakaway (BAT) Trails wellfield region, but these BAT wells are currently only being utilized for reclaimed augmentation purposes. ***Table 2-1*** below summarizes current information regarding all of the City's wellfields with their corresponding capacities. Three new wells were "proposed" for construction within the Hudson wellfield in the 2015 Master Plan and are included within ***Table 2-1.***

Table 2-1: Existing Wellfield Summary

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Division Wellfield	4D/7A	137840	12	115	190	200	2009	Active
Division Wellfield	5D/8A	17255	12	100	201	200	1999	Active
Division Wellfield	6D/9A	17256	12	84	190	300	1999	Active
Division Wellfield	7D10A	17257	12	85	204	300	1999	Active
Division Wellfield	8D/12A	34004	12	108	214	250	2004	Active
Division Wellfield	9D/11A	17258	12	107	228	300	1999	Active
Division Wellfield	10D/13	17260	8	96	220	200	1969	Inactive
Division Wellfield	11D/13A	34005	12		220	300	2002	Active
Division Wellfield	12D/15A	34006	12	97	220	300	2002	Active
Division Wellfield	15D/18A	137841	12	118	190	200	2009	Active
Division Wellfield	16D/19	17266	8	88	200	180	1976	Active

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Division Wellfield	17D/19A	34009	12	103	200	250	2004	Active
Division WF Total GPM						**2,980**		
SR 40 Wellfield	18SR/22	17269	8	97	200	250	1979	Inactive
SR 40 Wellfield	19SR/24	17271	8	91	200	275	1979	Active
SR 40 Wellfield	20SR/26	17273	8	98	170	0	1981	Inactive
SR 40 Wellfield	21SR/28	17230	8	89	203	200	1982	Active
SR 40 WF Total GPM						**475**		
Hudson Wellfield	22H/30	17231	6	98	270	138	1987	Active
Hudson Wellfield	23H/31	17232	6	98	270	138	1987	Active
Hudson Wellfield	24H/32	17233	6	97	270	73	1987	Active
Hudson Wellfield	25H/33	17234	6	98	270	73	1987	Active
Hudson Wellfield	26H34	17235	6	97	270	73	1987	Active
Hudson Wellfield	27H/35	17236	6	98	270	117	1978	Active
Hudson Wellfield	28H/36	17237	6	99	271	160	1986	Active
Hudson Wellfield	29H/37	17238	6	98	270	140	1987	Active
Hudson Wellfield	30H/38	17239	6	98	270	138	1987	Active
Hudson Wellfield	31H/39	17240	6	99	270	138	1987	Active
Hudson Wellfield	32H/40	17241	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	33H/41	17242	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	34H/42	17243	6	91	270	73	1987	Active

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Hudson Wellfield	Prop. Hudson 1	412898	12	120	250	160	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412899	12	120	250	160	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412900	12	120	250	160	TBD	Proposed
Existing Hudson WF Total GPM						**1,537**		
Rima Ridge	35R/50	17244	10	108	300	500	1987	Active
Rima Ridge	36R/51	17245	10	124	300	500	1987	Active
Rima Ridge	37R/52	17246	10	120	300	500	1994	Active
Rima Ridge	38R/53	17247	10	120	300	500	1994	Active
Rima Ridge	39R/54	34010	12	120	300	500	2010	Active
Rima Ridge	40R/55	34011	12	112	300	500	2010	Active
Rima Ridge	41R/56	34012	12	120	300	1000	2010	Active
Rima Ridge WF Total GPM						**4,000**		
Breakaway Trail (Irrigation)	2 Breakaway	17799	8	100	260	215	1985	Active
Breakaway Trail (Irrigation)	3 Breakaway	17800	8	100	260	260	1985	Active
Breakaway Trail (Irrigation)	4 Breakaway	17801	8	100	260	225	1985	Active
Breakaway Trail Total GPM						**700**		
Maximum Production GPM (All Wellfields)						**9,692**		

Utilizing the maximum production GPM value calculated within ***Table 2-1***, the City can theoretically withdrawal 9,692 GPM from the upper Floridan aquifer in its current condition. This flow rate translates to 13.9 million gallons per day (MGD). Removing the BAT reclaimed augmentations wells from the equation, however, results in a theoretical maximum production value of 8,992 GPM or roughly 12.9 MGD. This 12.9 MGD value is the City's current maximum production capability as of 2019. ***Figure 2-1*** shows the geographic location of all wells throughout the City's service area.

2) Existing Wellfield Water Quality

The primary water quality concern for the City's existing wellfields are chloride levels. ***Table 2-2*** summarizes the overall chloride levels for the Division and SR40 wellfields from 2015 to the middle of 2019. The Hudson, Rima Ridge, and BAT wellfields are not required to have their chlorides documented and recorded at this time. Typical chloride levels are a concern and considered elevated when they exceed 250 mg/L. As such, wells numbered 4D, 5D, 6D, 8D, and 16D all have experienced 'high' levels of chlorides within the past few years. Having chloride levels that exceed 250 mg/L is not a critical concern due to the City having a reverse osmosis membrane water treatment plant, but high chloride levels typically increase overall treatment, operating, and maintenance costs. As such, the City should moderate usage of the aforementioned wells that have experienced high chlorides levels to the maximum extent allowable within their CUP limits.

Wells numbered 18SR and 20SR are noted as being offline and in need of repairs or relocation. The City should plan to reestablish these wells in the near future. Having these wells back online would aid the City with raw water supply capacity, wellfield rotation, and would likely help in lowering the measured chloride levels.

Table 2-2: Existing Wellfield Chloride Levels

Well ID	2019 Chloride Average (mg/L)	2018 Chloride Average (mg/L)	2017 Chloride Average (mg/L)	2016 Chloride Average (mg/L)	2015 Chloride Average (mg/L)
4D	693.5	637.5	798.0	917.3	1139.5
5D	132.0	113.5	171.25	169.0	294.3
6D	156.5	228.0	243.0	264.5	206
7D	94.9	128.9	146.8	79.3	82.4
8D	215.0	228.3	235.3	252.8	214.7
9D	76.1	79.6	77.0	78.6	81.3
10D	Offline	Offline	Offline	Offline	104.0
11D	90.2	92.3	94.2	87.7	77.0
12D	105.9	103.0	98.1	103.3	100.2
15D	Offline	Offline	Offline	Offline	391.0
16D	627.5	524.5	564.5	647.5	719.8
17D	204.5	122.0	103.9	108.4	128.0
18SR	Offline	Offline	Offline	Offline	Offline
19SR	61.5	58.2	58.2	61.1	61.0
20SR	Offline	Offline	Offline	Offline	Offline
21SR	65.5	59.9	59.1	64.8	64.6

0
10,000
20,000
Feet
N
STANDISH STORAGE TANK AND PUMP STATION
DIVISION WELLFIELD 4D-17D
SR40 WELLFIELD 18SR-21SR
BWT WELLFIELD AND RECLAIMED WATER GROUND STORAGE TANKS
LEEWAY ELEVATED WATER TANK
HUDSON WELLFIELD 22H-34H
SHADOW CROSSINGS RECLAIMED WATER TANK
RIMA RIDGE WELLFIELD 35R-41R
CITY OF ORMOND BEACH
WESTERN SERVICE AREA
MASTER PLAN UPDATE
Figure 2-1 PRIMARY WATER COMPONENTS
Mead & Hunt

B. Scope of Work:

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. Awarded firms will be responsible for services as described below, consisting of Initial Well Assessments, Rehabilitation and Repair Services, Emergency Services, and General Services. Completion of a separate FEE SCHEDULE with Tasks 1 through 3 (included with these documents) is a required submittal of the bid proposal.

1. Initial Well Assessment (Task 1 of the FEE SCHEDULE)

The Contractor shall be responsible to conduct an initial assessment of each well as assigned by an authorized City representative. Each assessment shall consist of a physical inspection of each well to include as follows:

a. Remove & store motor, pump, column and all related appurtenances.
b. Perform a diagnostic evaluation of the condition and functionality of mechanical components.
c. Perform video logging during the assessment phase of services on a case by case basis as directed by authorized City representative. Fee for logging services will be negotiated on a case by case basis, and added to the Lump Sum Assessment fee.
d. Prepare and submit a written Well Inspection Report to the authorized City representative (see Sample Well Inspection Report). The report shall contain the following information:
    i. List of well defects
    ii. Proposed corrective action plan for repair/rehabilitation of the well to optimum operational performance.
    iii. Not-to-Exceed Time & Material cost estimate (in accordance with approved Fee Schedule) and schedule (# of days) to complete the repair/rehabilitation.
    iv. Copies of all supporting documentation i.e. photographs, test results, etc. shall be submitted as supporting documentation of the initial assessment.

Well Inspection Report Review and Approval - Each Well Inspection Report shall be reviewed by an authorized City representative. Implementation of a corrective action plan approved by the City shall be authorized in the form of a written Contract Task Order ***prior*** to any repair/rehabilitation work being performed. Upon receipt of a fully executed Task Order, the Contractor shall proceed with implementation of the scope of work of corrective action plan.

Well Inspections Reports not approved by an authorized Ormond Beach representative shall be returned to the Contractor with comments/suggestions and the corrective action plan shall be revised and re-submitted along with any revised cost estimate and schedule by the Contractor to the City until a plan is agreed to by all parties and a Task Order is issued to authorize the work. Upon receipt of a fully executed Task Order, the Contractor shall proceed with implementation of the scope of work of corrective action plan.

Payment Method - The Contractor shall be paid a Lump Sum fee for the Initial Assessment Report upon completion of the assessment and submission of a comprehensive Well Inspection Report in accordance with the approval Fee Schedule for each Initial Well Assessment conducted.

2. Rehabilitation/Repair Services (Task 2 of the FEE SCHEDULE)

The Contractor shall be responsible to provide all labor, materials, equipment and any other items necessary to:

a. Rehabilitate/repair each well in accordance with a City approved corrective action plan authorized in writing by a fully executed Contract Task Order.
b. Provide 48 hour notification to the City prior to completion of the work for the purpose of scheduling inspection and verification of the rehabilitation work.
c. Upon inspection of the work the Contractor shall be required to provide performance testing as directed by the City.
d. Well Development services may be required by the City on a case by case basis.

Payment Method – The Contractor shall be paid on a Time & Material Not-To-Exceed basis in accordance with the Fee Schedule rates approved at the time of contract signature and cost estimate submitted and approved with the corrective action plan.

3. Emergency Services (Task 3 of the FEE SCHEDULE)

From time to time the City may experience emergency situations with potable water wells. This contract shall include emergency response and repairs as situations occur.

a. Mobilization - The Contractor shall be required to have the capability to mobilize and assess emergency situations within 24 hours of initial contact from an authorized City representative.
b. Assessment and Approval - The Contractor shall provide a written assessment of the emergency condition along with a corrective action plan including a cost proposal and schedule for the necessary repairs to the City for review and approval. Upon approval by the City an emergency Task Order will be issued authorizing implementation of the repairs.
c. Implementation of Repairs - The contractor shall provide all labor, materials, equipment and any other items needed to make all necessary repairs approved by the City to return the well and/or well pumping appurtenances to a fully functional and operating condition.

Payment Method – The Contractor shall be paid a Lump Sum Fee for Emergency Mobilization and Emergency Assessment. The Contractor shall be paid on a Time & Material Not-To-Exceed basis for repairs performed under Emergency Services in accordance with the Fee Schedule rates effective at the time of the needed services and cost estimate submitted and approved with the corrective action plan.

4. General Services (To be included as part of the FEE SCHEDULE in Task 1)

The following general services shall be provided by the Contractor prior to placing the well into service, following the final evaluation or rehab/repair task.

a. Well Disinfection: Contractor shall properly disinfect the well per AWWA standards, and receive proper bacteriological clearance prior to placing any well back in service. Bacteriological sampling and analysis will be provided by the City at no cost to the Contractor. In the event where bacteriological samples fail, the Contractor shall re-perform disinfection procedures at no additional cost until bacteriological samples pass.
b. Site Restoration: Contractor shall restore job site to original or better condition following completion of evaluation and/or rehab/repair work. It is strongly recommended that the Contractor document the pre-existing condition of the work area with photographs or video

prior to mobilizing equipment or materials. Site Restoration shall include, but is not limited to, repair of damaged site features or structures (i.e. grading, seed/sod, structural, piping, electrical), and removal of construction debris generated during the course of work.

Payment Method – The above noted general services shall be included in the lump sum price for Initial Assessment services (in Task 1 above)

5. Additional Requirements

Successful firms shall comply with all safety standards and regulations as required by the City of Ormond Beach, OSHA and any other local, state or federal regulations that may be applicable to a particular project. The Contractor shall be required to complete and submit a Certificate of Compliance with the Florida Trench Safety Act.

All workmanship shall be warranted for a period of one (1) year upon acceptance of the work by the City. All materials and/or equipment installed during the performance of the services shall be warranted for the manufacturers stated warranty and the Contractor shall be responsible for any associated labor required to repair and/or replace warranted materials and/or equipment that is not covered under the manufacturer's warranty.

Upon completion of the work the Contractor shall be required to submit a comprehensive written summary of all work performed.

6. Additional Services

In the event that additions or changes to the scope, cost or schedule of an approved Task Order change during the performance of the work, a change order to the Task Order authorizing the work shall be issued. Within seven (7) working days of identifying variances the Contractor shall prepare and submit a written proposal to the authorized City representative for review and approval. The proposal shall include a clear and comprehensive explanation and adequate documentation of any changes. All changes must be approved by the authorized City representative prior to any work being performed. Any work performed by the Contractor without written authorization in the form of a fully executed change order is done so at the Contractor's own risk.

7. Contract Exclusions

This contract does not include new well construction.

I. PROPOSAL REQUIREMENTS

A. Inquiries

Inquiries concerning this Request for Proposals shall be submitted to the attention of the Purchasing Coordinator by email to robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, NO questions will be responded to after September 21, 2020 at 5 p.m. which is nine (9) days prior to the submittal due date. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

B. Submission of Proposals

Submittals will not be evaluated on the aesthetics of the package. Non-recyclable materials are discouraged. Points may be deducted for Responses that exceed seventy-five (75) pages.

The following material must be received no later than 2:00 p.m. on September 30, 2020 for a proposing firm or individual to be considered:

1. One (1) original, unbound copy and one (1) digital copy contained on a CD or flash drive with all the same documents in a PDF format. The proposal shall include the following:

a. Title Page: Title page marked, "**WATER WELL ASSESSMENT AND REHABILITATION SERVICES**", the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

b. Table of Contents: Include a clear identification of the material included in the proposal by page number.

c. Standard General Requirements: Include Proposer's name and principal address; contact person's name and title; telephone and fax number; FEIN; number of years organization has been in business; number of years your firm has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

d. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

e. Technical Qualifications of Firm: Provide a description and overview of firm, including the size, range of activities, licenses, certifications etc. Detail expertise in, and experience with water well assessment, rehabilitation and repair of water well pumping systems of similar size and pumping capabilities. Identify any subcontractors(s) that will be involved if work not performed in house, including address and a description of qualifications.

f. Technical Qualifications of the Project Team: Identify the primary individuals (Project Team) who will be responsible for supervising, managing and executing the work for this Contract. Include their years of experience as well as the number of years with the company. List all certifications appropriate to the work (Limit response to two pages maximum per person).

g. References: Using the "List of References" sheet supplied herewith, provide list of six (6) utility clients for whom work has been performed within the past 5 years. Be sure to include:
   - Entity/Client
   - Location
   - Year Completed
   - Client contact name, Phone and Email
   - Types of equipment serviced

h. Responsiveness: Describe your approach to timely completion of work and provide general turnaround times.

i. Location: Provide shop location(s) where the bulk of work will occur and indicate which member of the Project Team primarily works from each. Provide information on alternate or backup facilities, if available. Points shall be awarded as follows: Within 25 miles of Ormond Beach City Hall (20 points), Within 50 miles of Ormond Beach City Hall (15 points), Within 100 miles of Ormond Beach City Hall (10 points), Beyond 100 miles of Ormond Beach City Hall (5 points)

j. Pricing: Provide not to exceed pricing using the FEE SCHEDULE (provided within this contract document).

k. Completeness: Submission of all information, as required, and evaluation to verify that the information supplied in the proposal is accurate and thorough. Bidder may choose to supply additional relevant information not specifically requested.

II. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

EVALUATION CRITERIA	MAXIMUM POSSIBLE POINTS
Technical Qualifications	20
Experience	20
Capability & Past Performance	20
Location	20
Pricing	20
TOTAL	100

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

III. TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with Federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time.

F. Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm(s) selected.

G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

RFP 2020-29: WATER WELL ASSESSMENT & REHABILITATION SERVICES
WATER WELL ASSESSMENT REPORT

INSPECTING COMPANY NAME:

WELL SITE: WELL#:

ASSESSMENT: SCHEDULED or EMERGENCY (Circle One)

ASSESSMENT/INSPECTION FINDINGS:

CORRECTNE ACTION PLAN [Attach Cost Estimate w/Schedule to complete (# of days)]

ADDITIONAL NOTES/COMMENTS:

Inspector Name (Print):

Inspector Signature: DATE:

Authorized City Representative (Print)

Authorized City Representative Signature: DATE:

(attach additional pages as needed)

RFP 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES
FEE SCHEDULE

COMPANY NAME Thompson Well & Pump, Inc.

TASK 1	**INITIAL WELL ASSESSMENT**	**Lump Sum:**	$3,500.00
	Video Logging Services (as directed)	**Lump Sum:**	$1,500.00

TASK 2 **REHABILITATION & REPAIRS** **Time & Materials**

LABOR CODE NAME	*STRAIGHT TIME RATE/HR*	*O/T RATE/HR*	*PREMIUM RATE/HR*
Superintendent	100.00	150.00	200.00
General Foreman	85.00	127.50	170.00
Working Foreman	85.00	127.50	170.00
Electrician	125.00	187.50	250.00
Carpenter	65.00	97.50	130.00
Mechanic	65.00	97.50	130.00
Truck Driver	65.00	97.50	130.00
Equipment Operator	65.00	97.50	130.00
Laborer (Skilled)	60.00	90.00	120.00
Laborer (Unskilled)	55.00	82.50	110.00
Additional Labor Codes Not Shown Above (use additional sheets if needed)			

Subcontractors: Cost+ Overhead & Profit (0/H & P Not to Exceed 15%)
Materials: Cost+ Overhead & Profit (0/H & P Not to Exceed 15%) Equipment Rental: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)

TASK 3	**EMERGENCY REPAIRS** (as needed basis)		
	Emergency Mobilization (24 Hr Response)	**Lump Sum:**	$1,500.00
	Emergency Assessment	**Lump Sum:**	$5,500.00
	Repairs	**Time & Material Rates same as above**	

WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29
LIST OF REFERENCES

1. Entity/Client City Of Maitland Utilities	
Location WTP 6 Well-6	**Year Completed:** 2019
Client Contact Name David Gonzalez	
Email dgonzalez@itsmymaitland.com	**Phone:** 407-875-1143
Types of service provided Pull Inspection of Vertical Turbine with 16" column Piping, Complete Evaluation report with repair estimate, complete repairs, re-installation, testing, and chlorination (1-day to remove, and 1-day to re-install after repairs of equipment)	

2. Entity/Client City of Maitland Utilities	
Location WTP 6 well 6-A	**Year Completed:** 2020
Client Contact Name David Gonzalez	
Email dgonzalez@itsmymaitland.com	**Phone:** 407-875-1143
Types of service provided Pull, and inspect Vertical Turbine with 16" Column Piping, Complete Report With Repair Estimate, Complete Repairs, Re-installation Of Equipment Re-wire, Test, Chlorination (1-Day For Removal, 1-Day For Re-installation, After Repairs)	

3. Entity/Client City Of Ormond Beach Utilities	
Location 35-R, 37-R, 41-R, SR-19, Well-27,Well-28,	**Year Completed:** 2018
Client Contact Name Ron Burke	
Email ron.burk@ormondbeach.org	**Phone:** 386-527-4088
Types of service provided Pulling, Inspection, Replacment of Grundfos Liquid end, and Motors, Wiring, Testing (1-2 Days To Replace Each)	

WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29
LIST OF REFERENCES

4. Entity/Client Volusia County Utilities	
Location Halifax Plantattion WTP Well-6	**Year Completed:** 2020
Client Contact Name Bob Beetle	
Email rbeedle@volusia.org	**Phone:** 386-943-7027 ext:13637
Types of service provided Pull Grundfos Liquid End, and Motor, Complete Static, and Dynamic Down Hole Video, Re-install Pumping Equipment, Wire, Test (2-Days To Complete)	

5. Entity/Client Volusia County Utilities	
Location Wolf Pack Well-1	**Year Completed:** 2020
Client Contact Name Bob Beetle	
Email rbeedle@volusia.org	**Phone:** 386-943-7027 ext:13637
Types of service provided Pull Grundfos Submersible Pumping Equipment, Complete Evaluation Complete Pre-Test On Existing Liquid End Using Test Motor, Furnish New Motor, Complete Post Test On Existing Liquid End With New Motor In Test Vat. (2-Days After Repairs)	

6. Entity/Client Volusia County School Board	
Location Atalantic High Daytona Beach Florida	**Year Completed:** 2020
Client Contact Name Duanne Connor	
Email deconnor@volusia.k12.fl.us	**Phone:** 386-527-6516
Types of service provided Fish out Pump From Well, Complete Acidization, Nutralize Acid, Clean Disbree From well, Furnish and Install New Grundfos Liquid End, Pnentair Motor, New Wire, New VFD Filter, Re-work Well Head Piping, Re-wire, Set VFD, Test, Put Sytem Online	

Risk Management and Insurance Requirements

A. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

B. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**	
$0 - $25,000	$300,000	Each Occurrence
	$300,000	General Aggregate*
	$300,000	Aggregate Products & Completed Operations
	$ 25,000	Fire Damage (any one fire)
$25,001 - $250,000	$500,000	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million	Each Occurrence
	$1 Million	General Aggregate*
	$1 Million	Aggregate Products & Completed Operations
	$ 50,000	Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurenca/$2 Million General Aggregate]	

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	**Limits (not less than)**
$0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

C. Requirements for Certificates of Insurance

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

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial

General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

4. The City shall be listed as a named insured on all policies of insurance and certificates thereof.

REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020-29

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Thompson Well & Pump, Inc.
COMPANY NAME

Jerry E Thompson Jr
AUTHORIZED SIGNATURE

Jerry E. Thompson, Jr.
NAME (PRINT OR TYPE)

President
TITLE

REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 - 29

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Thompson Well & Pump, Inc.

Company Name

Jerry E Thompson

Authorized Signature

Jerry E. Thompson, Jr.

Print Name

President

Title

CITY OF ORMOND BEACH

REQUEST FOR PROPOSAL

Water Well Assessment & Rehabilitation Services

THOMPSON WELL & PUMP, INC.





September 30, 2020

TWP
Thompson Well & Pump, Inc.

219 S. Spring Garden Avenue, DeLand, FL 32720
P. O. Box 371 DeLand, FL 32721-0371
Website: ThompsonWell.com

Tel. (386) 740-0180
Fax: (386) 740-1753
Email: thompsonwell@bellsouth.net

September 30, 2020

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

Re: Water Well Assessment and Rehabilitation Services – RFP#: 2020-29

Dear Members of the Selection Committee:

Thompson Well and Pump, Inc. recognizes that the City of Ormond Beach needs an experienced firm to provide water well assessment and rehabilitation services. For 26 years TWP has served Central Florida, Volusia County, Orange County, Flagler County, St. Johns County, Lake County, Seminole County, Osceola County and others throughout the state.

We currently have an Initial Water Assessment and Rehabilitation Services contract agreement executed with St. Johns County in 2014 extended through January 2021. In June 2020, Volusia County Utilities executed a SJC piggyback agreement with TWP to also provide these services.

Our office/shop location and proximity to the wellfields in Ormond Beach, allow us mobilize and be on site within 1 hour and transport and store the equipment for inspection within 45 miles at our shop location in Deland, Florida.

I am passionate about what I do, starting at 18 years old working for Mock Well Drilling in Waycross, Georgia, running and supervising a drilling crew. Relocating to Central Florida in 1992, I continued working in the water well drilling and services field, starting my own company, Thompson Well & Pump, Inc. in 1994.

I strive every day to take care of our customers, providing the best service and quality required to identify and resolve the problems. My extensive knowledge in all aspects of water well drilling, rehabilitation, and in the inspection and repairs of well and pump systems gives us a significant advantage in supporting our customers.

TWP has the resources and support of its suppliers and team to provide the products and services required to allow us to timely make any repairs and/or for the replacement of equipment needed under this contract for services.

We value your commitment to us and look forward to working with you.

Sincerely,

Thompson Well & Pump, Inc.

Jerry E. Thompson, Jr.
President

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **WATER WELL ASSESSMENT AND REHABILITATION SERVICES**

RFP NUMBER: **2020-29**

RFP DUE DATE & TIME: **September 30, 2020 at 2:00 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 15, 2020 at 10 a.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

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

PROPOSER'S NAME: Thompson Well & Pump, Inc.

PROPOSER'S MAILING ADDRESS: PO Box 371

CITY-STATE-ZIP: DeLand, FL 32721-0371

F.E.I.N.: 59-3611448

PHONE NUMBER: (386) 740-0180 EMAIL: thompsonwell@bellsouth.net

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

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

X Jerry E. Thompson
AUTHORIZED SIGNATURE (MANUAL)

Jerry E. Thompson, Jr.
NAME (TYPED)

President
TITLE

9-30-2020
DATED

ADDENDEM NO. 1

September 22, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 RFP No. 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The Project Manual shall be amended as follows:

Item 1: The following additional information is being provided in response to inquiries submitted to the Purchasing Coordinator.

Question 1: What is the budgeted amount for this service?
Answer 1: The annual budgeted for repair and maintenance typically totals approximately $200,000 for all Water Treatment Plant mechanical and electrical equipment, including the potable water production wells.

Question 2: Will the city pick only one vendor for well repairs ?
Answer 2: The City plans to select a minimum of two vendors for the services described. Selection will be based upon qualifications, experience, and other factors detailed in the Specifications.

Question 3: Can you please send me prior bid tabulation with bid unit price breakdowns?
Answer 3: The City has not previously had a contract for these types of services

Question 4: Would you please provide photographs of representative well sites?
Answer 4: Images of existing wells in the wellfields located along Division Avenue, Hudson, State Road 40, and Rima Ridge are provided with this addendum.

Question 5: Would you please provide additional raw water quality data?
Answer 5: Additional data for raw water quality is provided with this addendum.

In all other respects, except as specifically stated herein, the subject RFP No. 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Thompson Well & Pump Inc

SIGNATURE: Jay E Thompson **DATE:** 9-30-20

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for **CITY OF ORMOND BEACH – RFP No. 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

CITY OF ORMOND BEACH

RFP – WATER WELL ASSESSMENT & REHABILITATION SERVICES

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4. Addendum Acknowledgement
5. Additional Company References

THOMPSON WELL & PUMP, INC.
PROPOSAL FOR SERVICES

For Water Well Assessment and Rehabilitation Services - City of Ormond Beach

(C) OVERVIEW – GENERAL REQUIREMENTS

thompson well & pump, inc. is pleased to submit this proposal for services to support The City of Ormond Beach, with our extensive knowledge and experience as a Water Well Contractor to assist you in achieving your goals for the assessment and rehabilitation services for the water wellfields, as outlined in this Request for Proposal.

OUR COMPANY

Thompson Well & Pump, Inc.
219 S. Spring Garden Avenue
DeLand, FL 32720

Tel: (386) 740-0180 or (407) 619-2523
Fax: (386) 740-1753
Email: thompsonwell@bellsouth.net

Mail: P.O. Box 371
DeLand, FL 32721-0371

Website: Thompsonwell.com

Business Founded: June, 1994

Incorporated: State of Florida / August 23, 1999 / Document No: P99000076300 Corporation
Type: S-Corporation
F.E.I.N. #: 59-3611448

DUNS #: 16-030-5616

Officers and Directors:

Title: President
Name: Jerry E. Thompson, Jr.
Address: 1076 Reynolds Road
City-ST-Zip: De Leon Springs, FL 32130

Title: Vice President
Name: Sarah B. Thompson
Address: 1076 Reynolds Road
City-ST-Zip: De Leon Springs, FL 32130

We are a full-service water well company, we have the capabilities to provide the kind of personal attention everyone expects and deserves. We welcome the opportunity to demonstrate our ability to handle you project professionally and at a highly competitive price.

Primary Contact: Jerry E. Thompson, President **Email: thompsonwell@bellsouth.net**

STATEMENT OF COMPLETED WORK – PUBLIC ENTITY CRIMES

TWP is financially stable and has the necessary resources, human and financial, to provide the services identified in this Request for Proposal at the level required by the City of Ormond Beach.

No suits or legal actions with regard to services performed or failure to complete have ever been filed against this firm or its professional employees. There have not been any contracts that have not been completed by the undersigned firm or any officer of the firm.

In addition, Thompson Well & Pump, Inc. has never been subject of an investigation conducted by the Water Well Contractor licensing division of the St. Johns River Water Management District and the Florida Department of Environmental Permitting.

TWP its principals, or officers, or predecessor organization(s) have never been convicted of a Public Entity Crime, debarred or suspended from bidding by any government entity.

Thompson Well & Pump, Inc.

Authorized Signature

Jerry E. Thompson, Jr. — Name

President — Title

(E) FIRM TECHNICAL QUALIFICATIONS

Thompson Well & Pump, Inc. (TWP) began operations in 1994, incorporated in August 1999, serving Florida for over 26 years as a licensed Water Well Contractor #7157 operating as a Prime Contractor, providing all drilling services for water supply, construction, initial well assessment, rehabilitation and servicing and of all related water wells, its pumping equipment and components. We serve municipal, commercial, industrial and homeowners throughout Florida operating mainly within the Central Florida area.

We've earned the trust of our customers as a reliable, professional, bonded company, well-equipped to provide a wide range of the water well industry services that includes well permitting and construction, completion, abandonment, or modification for public water supply, potable residential wells, agriculture wells, drainage wells and irrigation water well systems.

We are IGSHPA certified in the installation of geo-thermal HVAC well systems and have installed major geo-thermal well systems for the Volusia County School Board – University High School, the University of Central Florida – UCF Campus and the Merritt Island Retirement Housing Foundation.

TWP also specializes in the service, inspection and repair of various makes and models of deep well vertical turbine pumps, motors and all components for municipal, commercial, industrial, agricultural and residential uses.

Our services includes well development, well pump testing, well rehabilitation, well inspection, pre and post geophysical and video logging, and a downhole well video inspection using our R-Cam 1000 video camera.

Our drilling equipment has the capability of drilling wells ranging in diameter from 4"up to 36" in diameter. We operate three drill rigs for the construction and rehabilitation of water wells, a Layne-Ark Drill Rig for the larger diameter supply wells and a Cyclone 44R and a Cyclone 36 THC 60 drill rig for commercial and residential projects. Our fleet is backed with many support vehicles, to assist in the initial service(s) and repair(s) of water wells including an 18 Ton Crane for accessing and pulling of the pumping equipment housed inside the owner's building facilities, a full service Truck w/5T Crane, Semi-tractor for delivery and transporting, Backhoe, Welders, and various other equipment used in the drilling, rehabilitation and servicing operations.

Our expertise in water well assessment and repairs are outlined in the customer references, showing our commitment to provide timely and extensive assessment, replacement and repair(s) of the various equipment types and dimensions.

TECHNICAL EXPERTISE

TWP has always placed an emphasis on the importance of remaining true to its roots as a small firm, focusing our attention on local clients and providing them with the personalized and responsive service they expect from their water well contractor.

Our company abilities that are specific to this project include:

- Water Supply Wells (new and rehabilitation)
- Field services for the removal and installation of deep well vertical line shaft and submersible turbine pumps, motors and the transportation and storing of pumping equipment & related appurtenances
- Water well evaluation and rehabilitation
- Diagnostic evaluation of the condition & functionality of mechanical components
- Down video well inspection to determine condition(s) inside the well
- Test pumping of water wells
- Well Disinfection per AWWA standards
- General contracting services related to water supply services

(F) TECHNICAL QUALIFICATIONS OF PROJECT TEAM

TWP has a history of successfully completing a multitude of similar projects to the City of Ormond Beach in the scope of work to perform an Initial Well Assessment and Rehabilitation Services. Our success is due to a combination of effective project management, strong technical expertise, and quality control. The ability to quickly investigate the well components, provide a diagnostic evaluation to determine the extent and type of repair(s) needed, the timeline and submission of a Corrective Action Plan outlining recommendation(s) for rehabilitation, and cost to restore the well to its optimum operational performance.

Jerry Thompson, with his extensive knowledge, and over 32 years of experience in water well drilling, pumping equipment service and repairs, he will be responsible for supervising, managing and executing the work under this contract. Beth Thompson, with over 40 years in office and HR management will be responsible for the execution of the contract documents requirements, the submission of pay request, and maintenance of client's records.

In addition, our resources include the close coordination with other team members to provide additional expertise that could or may be vital to the restoration a water well. The Kimley-Horn team, with 16 offices in Florida, is highly experienced in providing hydrogeological and engineering expertise and have served the needs of municipal and utility clients in small and large-scale projects and are available to provide their support to TWP, if needed.

Jerry E. Thompson, Jr.

219 S. Spring Garden Avenue • Deland, FL 32720 • (386) 740-0180 • www.thompsonwell.com

BUSINESS OWNER

President and owner of Thompson Well & Pump, Inc., established in 1994, incorporated in August 1999 with a 26-year record of success overseeing all phases of a small business operation with annual revenues ranging above $1.2 million. • Managing the services for all aspects of water well drilling, construction, and operations, contracting construction for infrastructure, and environmental projects for government and private-sector clients. • Managing drilling crews operating 3 drill rig machines with numerous support vehicles and equipment used to achieve water well construction projects ranging in size from 4" up to 36." • Construction includes public supply, Geo-thermal well systems, monitor wells, drainage wells, test wells, and well abandonment. • We are a full-service company providing services in all phases of well assessment, well rehabilitation and servicing of all types of pumping equipment, including vertical turbine pumping equipment and installations. TWP is backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions managing as the Prime Contractor or Subcontractor.

Key Skills

— *Well Construction Projects/ 4" to 36"*	— *Site Safety/OSHA Compliance*	— *Budgeting & Cost Controls*
— *Infrastructure Improvement Projects*	— *Training/Supervisor Manager*	— *Bidding/Estimating/Proposals*
— *Environmental/Geo-thermal Projects*	— *Change Order Management*	— *Subcontractor/Crew Supervision*

Employer Summary

THOMPSON WELL & PUMP, INC. (DELAND, FL) – **President / Owner**, 1994 to Present

Business owner operating and maintaining a water well construction and services company. Performing major projects based on the scope of work as the Prime Contractor on the project or as a Subcontractor. Provides expertise in the technical design for a project, consulting with engineers to determine the most suitable water well system for various projects. Certified through the International Ground Water Heat Source Pump Association as an accredited installer in the design construction and installation of geo-thermal well systems. Provides downhole well video services utilizing our R-Cam 1000 high resolution video camera equipment to conduct pre and post videos for well inspections for water well systems to determine the well's current conditions as related to natural fouling resulting from chemical, biological, or formation influences on the well. Reports and provides clients with specific recommendations to resolve problems related to the degradation of a well system and the factors that impact decisions regarding well rehabilitation or well replacement. Manages a full service department supporting the inspection, removal and installation all types of pumps, motors, and vertical line turbines, the refurbishment, and replacement servicing municipalities, commercial and residential well systems.

Project Highlights

Infrastructure and Environmental Projects • Budgets: $3K to $1.5M

(1) Volusia Co. School Board: Constructed four 12" groundwater production wells designed for a Geo-thermal chiller system to include three 14" injections wells. **(2) City of Clearwater**: Constructed three 28'x20" production wells, three 12"x6" monitor wells Zone A, three 12"x6" monitor wells Zone B, and APT testing.
(3) UCF Board of Trustees: Constructed one 14" Geo-thermal production well and one 16" returns injection well.
(4) City of Deland: Constructed four 24"x16" productions wells, testing, pump installations and abandonments.
(5) Orange Co. Board of Co. Commissioners: Constructed ten drainage wells including the testing, development, and the installation of the drain well structures for 10 separate drainage well replacement projects.

Education & Certifications

FL Water Well Contractor License # 7157 - 1994, CTL Certified Welder, CDL Class A w/Tanker, International Ground Source Heat Pump Association (IGSHPA) Member and Accredited Installer – 2007, International School of Well Drilling (CEC) –1996, 1998, 2001, 2003, 2005, 2007, 2009, 2011, 2013,2015, 2017,2019. Baroid Industrial Drilling Products Workshop - Water Well Applications -2017, Water Well Maintenance & Rehabilitation Workshop – FWGA 2011, American Ground Water Trust – Speaker – Ground Source Heating & Cooling Technology Forum – 2011 – National Ground Water Assoc., Florida Ground Water Assoc., Florida Rural Water Assoc., Franklin Electric Key Dealer – 2010-2018, Preferred Pump Dealer Awards Program – 2019-2020

STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE

Issued to

Jerry E Thompson Jr

By

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

License 7157 Expires July 31, 2021

Wesley A. Curtis

DISTRICT CERTIFICATION OFFICER

The State of Florida

Has Determined That

JERRY EUGENE THOMPSON, JR.

Is Qualified As A

Water Well Contractor

PURSUANT TO CHAPTER 373, FLORIDA STATUTES

In The

State of Florida

And Hereby Issues

License Number

7157

Issued By The ST. JOHNS RIVER Water Management District

This 7TH Day Of JUNE, 1994 A.D.

Henry Dean

This is to certify that

Jerry E. Thompson, Jr.

is a member in good standing

ID#: 21912-1007

IGSHPA Executive Director

IGSHPA
Ground-to-Earth Energy

International Ground Source
Heat Pump Association

This is to certify that

Jerry E. Thompson, Jr.

is an IGSHPA Accredited Installer

ID#: 16733-1007

IGSHPA Executive Director

ACCREDITED IGSHPA INSTALLER

International Ground Source
Heat Pump Association

C-T-L

7252 Westgate Rd.
Orlando, Florida 32822
(407) 384-7744
Fax (407) 384-7751

WELDER INFORMATION CARD

Company: Jerry Thompson Well & Pump, Inc.
Welder: Jerry Thompson **ID # :** N/A
Procedure #: SMAW-001 **Rev.#:** 0 **Process:** SMAW
Position (s) Tested: 2G (Horizontal) **Code:** AWS D1.1
Thickness Tested: .237" **Diameter Tested:** 4"
Groove Weld: X **Fillet Weld:** **Backing:** None
Material: Alum; **Carbon;** X **Stainless;** **Other;**
Date of Test: 7/17/03 **Qualification By:** Procedure

DEDICATED TO PRODUCE
WATER FOR MANKIND

FGWA
Florida Ground Water Association

PROUD SUPPORTER

MEMBERSHIP CARD

NGWA

Jerry Thompson
Name

3000281
Member number

5/31/2021
Membership expiration

GUIGNARD
AN UNCOMMON BOND

June 2nd 2020

Thompson Well & Pump, Inc.
219 S. Spring Garden Ave.
Deland, FL 32720

RE: Bonding Reference Letter

To Whom it May Concern,

It is a privilege for Guignard Company to be the agency handling the bonding requirements for Thompson Well & Pump, Inc. Bonds are currently placed with Westfield Insurance Company, which has a Best Key Rating of A, XV, and a Treasury Limit of $115,557,000.00 as reported in the July 1, 2019 edition of the Federal Register, Circular 570.

Prudent surety underwriting requires our satisfaction of financial ability, experience, and personnel. Thompson Well & Pump, Inc. has our complete confidence in all of these areas.

Although maximum limits have not been established, we would favorably consider single projects in the $500,000.00 range, with an aggregate work program in the area of $1,000,000.00 subject to our normal underwriting requirements at the time any request is made.

This letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued only as a bonding reference from us as requested by our client. Any arrangement for surety credit is a matter between Thompson Well & Pump, Inc. and Westfield Insurance Company. If you have further questions or require additional information, please don't hesitate to call (407) 834-0022 or via email at paul@guignardcompany.com

Sincerely,

Paul J. Ciambriello

Paul J. Ciambriello
Partner / VP

(G) REFERENCES

WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29
LIST OF REFERENCES

1. Entity/Client	City Of Maitland Utilities
Location	WTP 6 Well-6 **Year Completed:** 2019
Client Contact Name	David Gonzalez
Email	dgonzalez@itsmymaitland.com **Phone:** 407-875-1143
Types of service provided	Pull Inspection of Vertical Turbine with 16" column Piping, Complete Evaluation report with repair estimate, complete repairs, re-installation, testing, and chlorination (1-day to remove, and 1-day to re-install after repairs of equipment)

2. Entity/Client	City of Maitland Utilities
Location	WTP 6 well 6-A **Year Completed:** 2020
Client Contact Name	David Gonzalez
Email	dgonzalez@itsmymaitland.com **Phone:** 407-875-1143
Types of service provided	Pull, and inspect Vertical Turbine with 16" Column Piping, Complete Report With Repair Estimate, Complete Repairs, Re-installation Of Equipment Re-wire, Test, Chlorination (1-Day For Removal, 1-Day For Re-installation, After Repairs)

3. Entity/Client	City Of Ormond Beach Utilities
Location	35-R, 37-R, 41-R, SR-19, Well-27,Well-28, **Year Completed:** 2018
Client Contact Name	Ron Burke
Email	ron.burk@ormondbeach.org **Phone:** 386-527-4088
Types of service provided	Pulling, Inspection, Replacment of Grundfos Liquid end, and Motors, Wiring, Testing (1-2 Days To Replace Each)

WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29
LIST OF REFERENCES

4. Entity/Client Volusia County Utilities	
Location Halifax Plantattion WTP Well-6	**Year Completed:** 2020
Client Contact Name Bob Beetle	
Email rbeedle@volusia.org	**Phone:** 386-943-7027 ext:13637
Types of service provided Pull Grundfos Liquid End, and Motor, Complete Static, and Dynamic Down Hole Video, Re-install Pumping Equipment, Wire, Test (2-Days To Complete)	

5. Entity/Client Volusia County Utilities	
Location Wolf Pack Well-1	**Year Completed:** 2020
Client Contact Name Bob Beetle	
Email rbeedle@volusia.org	**Phone:** 386-943-7027 ext:13637
Types of service provided Pull Grundfos Submersible Pumping Equipment, Complete Evaluation Complete Pre-Test On Existing Liquid End Using Test Motor, Furnish New Motor, Complete Post Test On Existing Liquid End With New Motor In Test Vat. (2-Days After Repairs)	

6. Entity/Client Volusia County School Board	
Location Atalantic High Daytona Beach Florida	**Year Completed:** 2020
Client Contact Name Duanne Connor	
Email deconnor@volusia.k12.fl.us	**Phone:** 386-527-6516
Types of service provided Fish out Pump From Well, Complete Acidization, Nutralize Acid, Clean Disbree From well, Furnish and Install New Grundfos Liquid End, Pnentair Motor, New Wire, New VFD Filter, Re-work Well Head Piping, Re-wire, Set VFD, Test, Put Sytem Online	

(H) RESPONSIVENESS

Your Company is continually proven to be an industry leader for high quality/guaranteed product/service and we will work with the City of Ormond Beach to ensure all projects are completed according to the City's requirements, including project intent, schedule, and budget. We are committed to providing quality, responsive service on each and every project task assigned.

Depending on the extent and type of the repairs or replacement of the equipment the average turnaround time for reinstallation of pumping equipment is estimated at 5 days.

(I) LOCATION

TWP's main office and shop is located at 219 S. Spring Garden Avenue, in Deland, FL 32130. Our office is within 33.5 miles via I-4 and within 35.1 miles via HWY 11 & SR 40. Jerry Thompson, Project Manager and service technicians are located at this facility.

Average time to travel to Ormond Beach is approximately 45 minutes.

(J) PRICING

RFP 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES
FEE SCHEDULE

COMPANY NAME Thompson Well & Pump, Inc.

TASK 1	**INITIAL WELL ASSESSMENT**	**Lump Sum:**	$3,500.00
	Video Logging Services (as directed)	**Lump Sum:**	$1,500.00

TASK 2 **REHABILITATION & REPAIRS** **Time & Materials**

LABOR CODE NAME	*STRAIGHT TIME RATE/HR*	*O/T RATE/HR*	*PREMIUM RATE/HR*
Superintendent	100.00	150.00	200.00
General Foreman	85.00	127.50	170.00
Working Foreman	85.00	127.50	170.00
Electrician	125.00	187.50	250.00
Carpenter	65.00	97.50	130.00
Mechanic	65.00	97.50	130.00
Truck Driver	65.00	97.50	130.00
Equipment Operator	65.00	97.50	130.00
Laborer (Skilled)	60.00	90.00	120.00
Laborer (Unskilled)	55.00	82.50	110.00

Additional Labor Codes Not Shown Above (use additional sheets if needed)

Subcontractors: Cost+ Overhead & Profit (0/H & P Not to Exceed 15%)
Materials: Cost+ Overhead & Profit (0/H & P Not to Exceed 15%) Equipment Rental: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)

TASK 3	**EMERGENCY REPAIRS** (as needed basis)		
	Emergency Mobilization (24 Hr Response)	**Lump Sum:**	$1,500.00
	Emergency Assessment	**Lump Sum:**	$5,500.00
	Repairs	**Time & Material Rates same as above**	

(K) OTHER INFORMATION

- Insurance Certificate
- Conflict, Non-Conflict of Interest Statement/Litigation Statement
- Drug Free Workplace Certificate
- Additional Work Related References

THOMWEL-01 MJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Michele Jones
Corkhill Insurance Agency, LLC 20 S. Bumby Ave Orlando, FL 32803	PHONE (A/C, No, Ext): (407) 898-8891 FAX (A/C, No): (407) 898-8813 E-MAIL ADDRESS: michele@corkhillinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners Ins Company	10190
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : Technology Insurance Company	42376
INSURER D : Westchester Surplus Lines Ins	
INSURER E :	
INSURER F :	

INSURED

Thompson Well & Pump, Inc.
PO Box 371
Deland, FL 32721

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER: General Aggregate	X	X	72597063	1/23/2020	1/23/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X		4265561500	1/23/2020	1/23/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 5,000			4265561501	1/23/2020	1/23/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	TWC3841877	1/1/2020	1/1/2021	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Property			72597063	1/23/2020	1/23/2021	R&L	150,000
D	Polution Liability			G27153549007	8/5/2019	8/5/2020	Pollution Liab	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Ormond Beach, is added as Additional Insured with respect to General Liability and Auto Liability when required by written contract. Waiver of subrogation on General Liability and Workers Compensation.

CERTIFICATE HOLDER

City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32175

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Scott Corkhill

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REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020-29

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Thompson Well & Pump, Inc.
COMPANY NAME

Jerry E Thompson Jr
AUTHORIZED SIGNATURE

Jerry E. Thompson, Jr.
NAME (PRINT OR TYPE)

President
TITLE

REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 - 29

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Thompson Well & Pump, Inc.

Company Name

Jerry E. Thompson

Authorized Signature

Jerry E. Thompson, Jr.

Print Name

President

Title

TWP
Thompson Well & Pump, Inc.
219 S. Spring Garden Ave
Deland, FL 32721
Tel. (386) 740-0180
Website: ThompsonWell.com

Service Work Completed for County of Volusia – Utilities from 2013-2020

Owner's Representative: Robert (Bob) Beedle, Operations Manager
County of Volusia / Utilities Operations
3151 E. New York Ave., 2nd Floor, DeLand, FL 32724
Main Phone #: (386) 822-6465 **Email:** RBeddle@volusia.org

Date	Job Name	Work Performed
11/8/2019	Chuck Lennon Park Check Well Pump / Motor	Mobilization / Demobilization, setup equipment, check out well system pump, motor. Damaged by debris, setup air compressor blow well to remove debris. F&I new 7.5HP 460V/3P 4" Sub. Motor and 7.5HP Sta-Rite Pump Liquid End, Run and test system.
9/19/2016	Halifax WTO – Well # 3 Pull & replace 7.5HP Pump / Motor	Mobilization / Demobilization, setup equipment, disconnect well head, pull existing pumping equipment, F&I 7.5HP Franklin 230V/3P 3W Sub. Motor, 7.5HP Grundfos SS 4STG Pump Liquid End, 100' sub cable wire, Cert-LOK spline couplings, test and run system.
8/12/2016	Highbridge Park Well Pull and replace 1HP Pump / Motor	Mobilization / Demobilization; setup equipment, F&I 1HP 230V/1P Pentair Sub. Motor, and Pentair Sta-Rite 1HP Pump Liquid End, replace 42' 1 ¼" galv. Drop pipe, new #12 sub cable wire, Test and run system.
8/29/2014	SW WTP – Well # 1 Wolf Pack Run Pull & replace 15HP, Pump & Motor	Mobilization / Demobilization, setup equipment, remove fence, and well head equipment, pull existing pumping equipment, evaluate and provide estimate for repairs. F&I new Grundfos Pump Liquid End and 15HP Franklin Motor, 460V/3P 6" Sub. Motor. Reinstall fencing and pipe, Test and runs system.
6/5/2014	Halifax Plantation – Well # 4 Exchange Motor Out	Mobilization / Demobilization, setup equipment pull existing pumping equipment and install Owner's Motor onto existing pumping equipment, F&I new 6"x4" Sanitary Well Seal and new 3" Certa-LOK parts.
10/9/2013	Halifax WTP –Well # 2 Pull & replace 7.5HP Motor	Mobilization / Demobilization, setup equipment pull existing pump / motor. F&I new 7.5HP Franklin, 460V/3P 6" Sub. Motor, F&I new 105' submersible pump cable wire.
9/17/2013	Halifax WTP – Well #2 Well Development, Reinstall Permanent Pumping Equipment	Mobilization / Demobilization, setup equipment install Tremie Pipe, perform well development using air compressor, reinstall permanent piping equipment.

Service Work Completed for City of Winter Park from 2012-2018

Owner's Representative: Gary Heller, Division Chief WW & WWT
City of Park / Public Works Department
401 Park Avenue South, Winter Park, FL 32789
Main Phone #: (407) 599-3538 **Email:** gheller@cityofwinterpark.org

Date	Job Name	Work Performed
6/18/2018	Island Lakes Park 30HP Irrigation Well Pump Replace 30HP Bowl Assembly	Mobilization / Demobilization, setup equipment, F&I new 7CLC 3STG, Bowl Assembly, 6" Motor and 4" Discharge, 400GPM, TDH 274' Impeller 5/25" Full. Rebuild steel Discharge piping from front side of sleeve w/sleeve flange. Fabricates 8" Coupling to bottom of sleeve. F&I 8" 316SS Cone Strainer on bottom of sleeve, Sandblast and coast sleeve parts, and Bowl Assembly w/ POTA-POX Plus TNEMEC White.

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4/2/2018	Island Lakes Park 4" Sub. Pump Pull Pump, Inspection and Repairs	Mobilization / Demobilization, setup equipment, pull 4" sub. Pump, inspect and provide estimate for repairs.
1/15/2018	Well Pump # 5 – 926 Wymore Road Pull LS Vertical Turbine, Inspection and Repairs	Mobilization / Demobilization, setup equipment, pull Vertical Turbine pump and lay down at site. Inspect and complete estimate for repairs. Clean all Shafts, Bolts, and Parts, Burn Spiders and reinstall pump equipment.
8/30/2012	Well Pump # 14 – 3400 Aloma Avenue Pull 12" Vertical Line Shaft Pump for Inspection and Repairs	Mobilization / Demobilization, setup equipment, setup 18T Crane, pull pump, perform inspection and report findings. Make repairs to replace work pump parts, straighten Shafts,, replace (11) 12'x1.69" Spider Bearing Inserts, and (11) 1 ½" x 1 11/a6x7" Shaft Sleeves. Reinstall Pump and complete startup of new pump.

Service Work Completed for City of Maitland from 2014 - 2020

Owner's Representative: David M. Gonzalez, CPM Utilities Superintendent
City of Maitland / Public Works Department
1827 Fennell Street, Maitland, FL 32751
Main Phone #: (407) 875-1143 **Email:** dgonzalez@itsmymaitland.com

Date	Job Name	Work Performed
11/20/2019	WTP 6 – Well 6A Evaluation, Repairs and Rehab of 18DCM GOULDS Vertical Turbine Bowl Assembly	Rehab of 18DCM GOULDS Vertical Turbine Bowl Assembly included 120' of 16" x 1-11/16"-10 Flanged Column Assembly, new Bearing Inserts, Cleaned and Straighten 1-11/16 SS Line Shaft, Install new Shaft Sleeves and Shaft Couplings, new 2-11/16" SS Bowl Shaft, new 18DCM Impeller, new SS Top Shaft, new Head Shaft Assembly, Rehab Packing Box and Discharge Head, Sandblast and Coat Discharge Head and 120' of 16" Column w/White Potable Epoxy Coating, and all new SS Fasteners. Reinstall Vertical Turbine Equipment and Reconnect Owner's Motor, Pump Well Clear, and Chlorinate Well.
6/6/2019	WTP 6 – Well 6A Remove, Furnish & Install new Water Meter	Remove meter head assembly. F&I new McCrometer MLI1-18 Meter.
5/15/2019	WTP 6 – Well 6A Pull Well 6A Vertical Pump for Inspection and Repairs	Setup, crew, equipment. Pull Vertical Turbine Pumping equipment. F&I covers to protect well and discharging piping. Complete repair estimate for VT pump included pump reinstallation, the cost to clean out debris and well chlorination.
4/15/2019	WTP 6 – Well 6 Remove, Furnish & Install new Water Meter	Remove meter head assembly. F&I new McCrometer MLI1-16 Meter and new McCrometer Transmitter TR16-420mA w/Motor
2/22/2019	WTP 4 – Well 4 & 4A Remove, Furnish & Install new Water Meters w/ Meter Vaults	Setup, crew, equipment, cutout and remove old meter vaults, prepare site. F&I new 60x84x18 OUC Tops, new Hatches UHD 42x60 Aluminum/Steel w/ recessed Padlocks, Conseal Sealant, F&I new McCrometer MPO312 12" Meters, and McCrometer E7000-000 Mechanical Transmitters 4-20mA. Re-sod around sites.

WELL SERVICES and REFERENCES

TWP
Thompson Well & Pump, Inc.

1/3/2019	WTP 6 - Well 6 Repair, Vertical Turbine Pump Assembly. Furnish and install replacement parts for VT Well Pump, and Well Chlorination	Repairs, replacement parts, and labor: (1) Furnish new SS Line Shaft, couplings, (2) furnish new bearing inserts, (3) F&I (2) additional feet of 16" flanged Column Piping, shafting, couplings, bearings, (4) F&I new 4500 GPM flanged Bowl Assembly, (5) Sandblast column piping, w/ epoxy coating, (7) F&I new bearing in stuffing box, (8) Disinfect pumping equipment, (8) Test new pumping equipment by pumping, (9) Chlorinate well for Bacteriological Testing, (10) Install pumping equipment and connect to Owner's motor.
10/2/2018	WTP 4 – Well 4 Pull existing Motor and Install Spare Motor	Pull existing motor and replace with Owner's Spare Motor
8/27/2018	WTP 6 - Well 6 Pull Vertical Turbine Pump Equipment	Pulled Vertical Turbine Pump Equipment for inspection. F&I install covers to protect well and discharge piping. Complete repair estimate for VT pump included pump reinstallation, the cost to clean out debris and well chlorination.
9/29/2016	WTP 4 – Well 4 Super Chlorinate Well	Chlorinate well w/ 150 gallons of 12% chlorine.
7/1/2016	WTP 4 – Well 4 Repair, Furnish new Replacement Parts for Well Pump	Repairs, replacement parts and labor: (1) Furnish 80' 8" x 1" Inner Column Pipe Assembly, (2) Furnish 80' of 8" Column Pipe, 5' Top & Bottom, (3) Furnish new Packing Container, (4) Furnish Discharge Head Column Flange Ring, (5) Sandblast, paint Discharge Head, epoxy coating, (6) Furnish Goulds 12RJMO 2 Stage, W/L Bowl Assembly, 8" Discharge, GPM 1000 TDH 101' Impeller 7.625" SS 1" – 12 TPI Shaft / No. 393094
7/1/2016	WTP 4 – Well 4 Reinstall new VT Pump Equipment, Chlorinate Well, Well Clearance and Well Testing	Part B - Reinstall repaired well pump, chlorinated and run 215' discharge hose, perform Well Clearance and Well testing. Furnish and Install new airline tubing fasted to column pipe s/SS clamps. Reconnect column pipe using NSF 61 Jet-Lube Eco-Safe grease, includes shafts.
3/7/2016	WTP 4 – Well 4 Pull Well 4 Vertical Turbine Pump for Inspection / Repairs	Part A - Pull well pump, transport to shop, install blind flanges on discharge piping and secure. Inspect pump, provide diagnostic report and cost estimate for repairs.
6/11/2015	WTP 4 – Well 4A Reinstall repaired VT Pump Equipment, Chlorinate Well, Well Clearance and Well Testing	Reinstall repaired well pump, chlorinated and run 215' discharge hose, perform Well Clearance and Well testing. Furnish and Install new airline tubing fasted to column pipe s/SS clamps. After Bacteriological sampling, reconnect column pipe using NSF 61 Jet-Lube Eco-Safe grease, includes shafts.
4/28/2015	WTP 4 – Well 4A Repair, furnish and install Replacement Parts for Vertical Turbine Pump	Repairs, replacement parts and labor: (1) Furnish 80' 8"Column Pipe w/coupling, epoxy coating, (2) cleanup and straighten shafts, remove and replace bearing sleeve, (3) furnish new coupling line, (4) cleanup Retainer Assembly, replace inserts, sandblast Tail Piece w/22 strainer, prime and epoxy coating (5) cleanup rebuild – replace parts for 1" Worthington Bowl Assembly, sandblast, epoxy coating discharge head, rebuild w/bushing/packing, misc. parts (6) furnish Head shaft Assembly.
4/27/2015	WTP 4 - Well 4A Pull Vertical Turbine Pump for inspection / repairs	Part A - Pull Well Pump, transport to shop for an assessment/inspection of the pump's components. Provide Well Assessment Report on findings. Provide cost estimate for repairs.
4/24/2015	WTP 4 - Well 4A Downhole Video Inspection	Install R-Cam 1000 Downhole Video Camera, perform downhole video to record and inspect the well casing, provided comments and recommendations on the existing conditions of the well.
5/2/2014	WTP 5 – Well 5-A Specific Capacity Test	Install Water Level Indicator and Meter, pumped well until stabilized to determine its Specific Capacity. Provide Well Assessment Report to Thomas Thorne.

WELL SERVICES and REFERENCES

TWP
Thompson Well & Pump, Inc.

Service Work Completed for City of Longwood from 2013-2018

Owner's Representative: Richard Kornbluh, Utilities Manager
City of Longwood / Public Works Department
907 E. SR 434, Longwood, FL 32750
Main Phone #: (407) 263-2388 **Email:** rkornbluh@longwoodfl.org

Date	Job Name	Work Performed
8/30/2018	Well # 2 Pull and replace 30HP VHS Motor	Mobilization / Demobilization, setup equipment, pull motor w/ 18T Crane, F&I new 30HP Vertical Hollow Shaft US Motor, Model FB99, 1800RPM, 286 TPA.
7/3/2018	West Bay Ave. Well # 1 FII new Vertical Turbine Pump	Mobilization / Demobilization, setup equipment, pull pump equipment, F&I new 8FDHC Vertical Turbine Pump, 8STG W/L Bowl Assembly, Suction bowl & 6" Discharge 500GPM , TDH 185', Impeller 5.00", 6'x10' Suction Pipe, 6" SS Cone Strainer, (6) 6'x10' Column Pipe, 1" Shaft, Spider Bearings and Inserts, (2) 6"x5' Column Pipe, 1" Head Shaft w/couplings, Key and Nut, and Stuffing Box Repair.
1/19/2018	West Bay Ave. Well #3 Perform Downhole Well Video, Report Findings	Mobilization / Demobilization, setup equipment, perform Downhole Well Video to inspect the conditions and equipment, report findings and provide DVD Well Video copy.
9/23/2013	WTP 2 – Well # 3 Pull & Replace 60HP Vertical HS Motor, Pump Equipment	Mobilization / Demobilization, setup equipment, pull and inspect pumping equipment. F&I new Goulds 12FDLC 3STG W/L Bowl Assembly, cast Iron/Bronze fitted, Impeller Trim: 7.0625", 8"x12" Type A Discharge Head w/8" flange, 10" Male Cone Strainer, Galv. Steel, 8"x1.19" Column & 416SS Shaft, 5' Top & Bottom section. F&I 60HP US 3P60 Hz / 23-460V 1800RPM Vertical Hollow Shaft Motor. Frame/DB: 364TPA/12" Base

Service Work Completed for City of Tavares from 2016-2019

Owner's Representative: Chris Abbott, Water Department Supervisor
City of Tavares
PO Box 1068, Tavares, FL 32778-1068
Main Phone #: (352) 742-6368 **Email:** cabbott@tavares.org

Date	Job Name	Work Performed
10/25/2019	Well # 7 REHAB 100HP Vertical HS US Motor, & new Bowl Assembly	Mobilization / Demobilization, setup equipment, F&I new Well Pump equipment, (11) 10"x10' Wall Column Piping, (2) 10"x5' Wall Column Piping, (12) bearing insets, (11) 1.25"x10' 316Ss Lineshaft w/ couplings, (2) 1/25"x5' 316Ss Lineshaft w/ couplings. F&I new Bowl Assembly 14RHMC, 2STG w/Strainer, remove stuffing box and replace bushings. Dismantle & clean parts, 100HP Vertical HS US Motor, 405TP, 460V, sandblast, and paint parts, perform mechanical inspections, record findings, electrical test, dynamically balance Rotor, new thrust bearing, ball bearing, Assemble unit, reinstall equipment.
8/12/2019	Well # 7 Pull 100HP VT, Perform Downhole Well Video	Mobilization / Demobilization, setup equipment, pull 100 Vertical Turbine, setup perform Downhole Video to inspect well casing, seat and borehole, provide report on findings.
2/8/2017	Well # 4 Pull 40HP VT Pump / Motor	Mobilization / Demobilization, setup equipment, pull pumping equipment, Vertical Hollow Shaft 40HP Motor for repairs. Dismantle, clean and inspect all parts, and electrically test windings. Sandblast, and epoxy coat, rewind stator, varnish dip and bake windings, dynamically balance motor. 40HP Vertical HS US Motor / Frame 324TP / Model # CAT#H40V2BLF-C 230/460 Volt
7/7/2016	Well # 4 Remove 40HP Motor and pull up top column of Pump	Mobilization / Demobilization, setup equipment, remove 40HP Motor and pull up top column of pump, remove shaft, stuffing box a top spider bearing. Re-work Stuffing Box w/ new Sleeve, install 416 SS Inner Shaft, Spider Bearing and new Packing.

WELL CONSTRUCTION PROJECTS and REFERENCES

TWP
Thompson Well & Pump, Inc

Project Name:	**Zellwood Water Users, Inc. , RD Water System Improvements, Part A- WTP No. 1 and WTP No. 2**
Owner:	Zellwood Water Users, Inc.
Contact:	SGS Contracting Services, Inc. (Prime Contractor)
Address:	P.O. Box 908 – High Springs, FL 32655
Telephone #:	Office (386) 361-5300 Mobile (352) 474-0918 email: joby@sgscsi.com
Completed on Schedule:	Yes **Date:** April 2019
Scope of Work:	This contract included furnishing all labor, materials, equipment, and supervision for the installation of a new potable water supply production well with a borehole open in the Upper Floridian Aquifer. Included well development, step test, aquifer performance testing, geophysical and video logging, drill cuttings analysis, water testing and reporting, permitting, preparing and submitting water well completion reports, erosion control countermeasures, site restoration, submittals of show drawings, As-builts, and final closeout documentation for project.
Project Site:	5249 King Avenue, Zellwood, FL 32798
Well(s) Details:	Installed 83' of 20" pit casing , Drilled 19" borehole to 168', set and grout 168' of 10" black steel production casing, , Drilled 10" borehole from 168' to a total depth of 425'.

Project Name:	**UCF Academic Villages**
Owner:	UCF Board of Trustees (University of Central Florida)
Contact:	Steve Buskirk, Sr. Project Manager / Jack Jennings & Sons, Inc. / Prime Contractor
Address:	4000 Central Florida Blvd.
Telephone #:	**Office:** 407-896-8181 **Cell #:** 407-467-7918 **Fax:** 407-894-7806
Completed on Schedule:	Yes **Date:** June 2014
Scope of Work:	**(1)** Construction, permitting, development, testing and logging of one new 14-inch (14") geothermal source production well installed in to the lower portion of the Upper Floridan aquifer. Cased Depth 380ft. / Total Well Depth 520ft. **(2)** Construction, permitting, development, testing and logging of one new 16-inch (16") geothermal injection return well installed into upper portion of the Upper Floridan aquifer. Cased Depth 181ft. / Total Well Depth 500ft.
Project Site:	University of Central Florida / Orlando, FL

Project Name:	**Volusia County School High School GWP Well 1B** **Bid No.:**
Owner:	Volusia County School Board, Florida / Saralee L. Morrissey / Telephone: 386-947-8786 ext. 50770
Contact:	Joe Roche, President / PPI Charles Perry Construction, LLC / Prime Contractor
Address:	200 E. Palm Valley Drive / Oviedo, FL 32765
Telephone #:	386-255-5222 x44308 **Fax:**
Completed on Schedule:	Yes **Date:** December 2014
Scope of Work:	This contract included furnishing all labor, materials, tools, equipment, materials, parts, and supervision for the installation and construction of 1 (1) 12-inch, 1,200 gallon per minute (gpm) cooling system supply well. Includes all testing, pump installation, permits, water testing, well completion reports and submittals for shop drawings, to include Final Closeout documents.
Project Site:	University High School / Orange City, Florida

WELL CONSTRUCTION PROJECTS and REFERENCES

TWP
Thompson Well & Pump, Inc

Project Name:	**Tomoka Woods Water Treatment Plant** **Bid No.: 09-10**
Owner:	City of DeLand, Florida
Contact:	Robert Kellogg, President / McMahan Construction Co., Inc. / Prime Contractor
Address:	123 E. Indiana Avenue /DeLand, FL 32724
Telephone #:	386-734-1071 **Fax:** 386-738-2692
Completed on Schedule:	Yes **Date:** January 2010
Scope of Work:	This contract included furnishing all labor, materials, to drill and develop four (4) 24" x 16" production wells, testing, installing pumps, and abandonment of two (2) existing wells.
Project Site:	Tomoka Woods Parkway of NYW 11 N of DeLand
Well(s) Details:	Installed 81' of 24" steel surface casing , Drilled 23" borehole to 110', furnished, installed and grouted 110' of 16" steel well casing, drilled 15" borehole from 110' to 328' and tested.

Project Name:	**St. Johns County Board of Commissioners, St. Johns County, Florida** **Bid No: 09-13**
Owner:	Board of County Commissioners / St. Johns County, Florida
Contact:	Scott Trigg, P.E. / Engineer III / St. Johns Utility Department
Address:	1205 State Road 16 / St. Augustine, FL 32084
Telephone #:	904-209-2622
Completed on Schedule:	Yes **Date:** February 2010
Scope of Work:	This contract included furnishing all labor, materials, equipment, and supervision for the installation of a new Floridian Aquifer open borehole production well within the CR 214 Mainland Wellfield. Work included clearing and grubbing; well construction, well development, well testing, geophysical and video logging and the production well, drill cuttings analysis, water testing and reporting, permitting, preparing and submitting water well completion reports, erosion control countermeasures, site restoration, submittals of show drawings, As-builts, and final closeout documentation for project.
Project Site:	2160 Water Plant Road / St. Augustine, FL 32084
Well(s) Details:	Installed 21' of 36" pit casing , Drilled 35" borehole to 98', set and grout 98' of 30" steel surface casing, , Drilled 29" borehole from 98' to 247', Installed 20" PVC Casing from 0' to 247'and grouted, Drilled 19" borehole from 247' to a total depth of 425'

Project Name:	**St. Johns County Board of Commissioners, St. Johns County, Florida** **Bid No: 09-13**
Owner:	Board of County Commissioners / St. Johns County, Florida
Contact:	Scott Trigg, P.E. / Engineer III / St. Johns Utility Department
Address:	1205 State Road 16 / St. Augustine, FL 32084
Telephone #:	904-209-2622
Completed on Schedule:	Yes **Date:** February 2010
Scope of Work:	This contract included furnishing all labor, materials, equipment, and supervision for the installation of a new Floridian Aquifer open borehole production well within the CR 214 Mainland Wellfield. Work included clearing and grubbing; well construction, well development, well testing, geophysical and video logging and the production well, drill cuttings analysis, water testing and reporting, permitting, preparing and submitting water well completion reports, erosion control countermeasures, site restoration, submittals of show drawings, As-builts, and final closeout documentation for project.
Project Site:	2160 Water Plant Road / St. Augustine, FL 32084
Well(s) Details:	Installed 21' of 36" pit casing , Drilled 35" borehole to 98', set and grout 98' of 30" steel surface casing, , Drilled 29" borehole from 98' to 247', Installed 20" PVC Casing from 0' to 247'and grouted, Drilled 19" borehole from 247' to a total depth of 425'

CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: December 1, 2020

Subject: Water Well Assessment and Rehabilitation Services

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request to approve continuing contracts for water well assessment and rehabilitation services to two contractors, each for an initial term of three years with renewal clauses for two additional one-year periods.

Background

On August 18, 2020, the City Commission approved the advertisement for Request for Proposals (RFP) for water well assessment and rehabilitation services. On September 30, 2020, three proposals were received. On October 7, 2020, a ranking committee consisting of the Utilities Maintenance Superintendent, the Chief Water Treatment Plant Operator, and the Utilities Engineer met and ranked the proposals. The committee collectively and unanimously agreed to recommend award of a contract to two companies that showcased qualifications, experience, and references superior to the other bidders. In accordance with the RFP, it is being recommended that the following two firms be awarded a Water Well Assessment and Rehabilitation Services contract:

- Thompson Well & Pump, Incorporated - DeLand, FL
- Layne Christensen Company - Fort Myers, FL

Discussion

Prequalifying multiple vendors to provide water well assessment and rehabilitation services ensures that the vendors have the required staffing, equipment, qualifications, and experience to complete repairs on the mechanical and electrical components associated with water production wells in a timely and efficient manner. The competitive bidding process enabled staff to verify that each vendor's proposed unit prices are fair and consistent within the utility industry standards for the state of Florida. As a result, having these vendors under contract serves as an effective management tool to facilitate and expedite repairs. The outcome is improved water production reliability.

The term of the contract is for an initial period of three (3) years, followed by an automatic renewal clause for two additional one-year periods.

Budget Impact

There is no direct budget impact associated with this proposal. Work will only be done on an as-needed basis. However, recognizing the routine need for these services, funding is annually allocated for these needs. In FY 20/21, the funding sources included Water & Wastewater Operating Fund (Water Treatment Plant Repair & Maintenance $180,000), as well as the Capital Project Fund (Water - General Facility and System Upgrades $175,000).

Citizen Impact

Having multiple qualified vendors capable of providing both scheduled and emergency water well repair and rehabilitation services reduces the time for water production wells to be out of service. Thus, the reliability of utility service is improved, benefitting our customer base. Additionally, soliciting for multiple vendors ensures competitive pricing, and reduces operating costs with improved in-house administrative efficiency.

Recommendation

Staff requests City Commission approval of the continuing contracts to Thompson Well & Pump and Layne Christensen Company for water well assessment and rehabilitation services.

Attachments:

- 20-182 Water Well Assessment As Needed Svcs (P20-0196G) (PDF)
- Layne Christensen Agreement (PDF)
- Thompson Well & Pump Agr (PDF)
- 2020-29 RFP score sheet totals (PDF)

REVIEWED BY: Kelly McGuire, Finance Director 10/26/2020

Claire Whitley, Assistant City Manager 11/18/2020

APPROVED BY: 

Joyce A. Shanahan, City Manager 11/25/2020

RFP Evaluation Summary

Project: Water Well Assesment and Rehabilitation Services

RFP Number: 2020-29

Date & Time: October 7, 2020 10:00am

The RFP's were scored on the following criteria:

Technical Qualifications (0 - 20 points)

Experience (0-20 points)

Capability & Past Performance (0-20 points)

Location (0-20 points)

Pricing (0-20 points)

Summary																								
Firm	*Technical Qualifications **(060 pts)			*Experience** (0-60 pts)			*Capabiliy & Past Performance **(0-60 pts)			Location **(0-60 pts)			* Pricing **(0-60 pts)			**Total			Rank				
THOMPSON WELL & PUMP, INC.	B	RB	RS	B	RB	RS	B	RB	RS	B	RB	RS	B	RB	RS									
	20	18	17	20	18	20	20	20	19	15	16	15	20	20	20	95	91	90	276	1				
LAYNE CHRISTENSEN COMPANY	20	20	19	19	20	16	20	5	17	5	5	5	15	5	12	79	55	69	202	2				
A. C. SCHULTES OF FLORIDA, INC.	20	15	15	19	15	15	18	10	15	5	5	5	10	10	15	72	55	65	192	3				

*** Note that the total number in the criteria boxes are a total of all 3 members on committee.**
**** Note that the total is a combination of all criteria added together (maximum of 300 total).**

Robert Schattie
Purchasing Coordinator

Roger Smith 10/7/20

Ken Burk 10/7/20.

10/7/20

THOMWEL-01 MJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/25/2024

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: Michele Jones
Corkhill Insurance Agency, LLC 20 S. Bumby Ave Orlando, FL 32803	PHONE (A/C, No, Ext): (407) 898-8891 FAX (A/C, No): (407) 898-8813 E-MAIL ADDRESS: michele@corkhillinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners Ins Company	10190
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : Technology Insurance Company	42376
INSURER D : Certain Underwriters at Lloyds	32727
INSURER E : Westchester Surplus Lines Ins	21121
INSURER F :	

INSURED

Thompson Well & Pump, Inc.
PO Box 371
Deland, FL 32721

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC X OTHER: Contractual liab.	X	X	72597063	1/23/2024	1/23/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Rented Equip	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 156,240
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		4265561500	1/23/2024	1/23/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Auto PD	$ 1,000,000 $ $ $ $ 200,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			4265561502	1/23/2024	1/23/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	TWC4350145	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Errors and Omissions			ANE4712752-24	1/27/2024	1/27/2025	Occurence	1,000,000
E	Pollution Liability			G27153549012	8/5/2024	8/5/2025	Pollution Liab	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Ormond Beach, is added as Additional Insured with respect to General Liability and Auto Liability when required by written contract. Waiver of subrogation on General Liability and Workers Compensation.

CERTIFICATE HOLDER

City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32175

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Scott Corkhill

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City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 7.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	OtherGovernance - Other		
Department:	Public Works		
Subject:	Auto Renewal - UniFirst Uniform Rental		
Summary:	This agenda item is to inform the City Commission of the City's intent to renew the contract with UniFirst Corporation for uniform rental. The City entered into a contract with UniFirst Corporation who has been providing uniform rental and cleaning services to the City since October 2021. The initial term of the agreement is 3 years, with the option for one additional 3-year renewal. Staff intends to utilize the second renewal of this contract to add another 3-year time period. If approved, the contract will continue under the same terms and conditions until October 2027.		
Financial Impact:	It is anticipated $40,000 will be spent in FY 2024-25, funds have been budgeted within Fund - 001 General Fund, Fund - 318 Stormwater, and Fund 401 - Water & Wastewater Operating.		
Citizen Impact:	Uniforms present a consistent and easily identifiable image to residents and assists in efficiently serving the residents.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to renew the contract with UniFirst Corporation, unless otherwise indicated.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		
Attachments:	1. UniFirst renwal letter 2. Original Agreement RES NO 2021-53		

Approval:	Kelly McGuire, Finance Director	10/16/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	10/22/2024
	Joyce Shanahan, City Manager	10/22/2024

UniFirst

October 3,2024

Mr. Kevin Gray
Public Works Operations Manager
City of Ormond Beach
501 N. Orchard Street
Ormond Beach,FL.32174

Re: Intent for Renewal for Uniform Rental and Cleaning Services Agreement

Dear Mr. Gray,

This letter is for the intent to renew the City of Ormond Beach Uniform Rental and Cleaning Services agreement between UniFirst and the City of Ormond Beach.

UniFirst Corporation would like to renew this under the one 3-year renewal allowed under the current contract resolution No.2021-53.

Please use this letter for the renewal process.

If you need any more information from UniFirst Corporation please contact Christopher Cottle, Location Manager Daytona Beach at 386-777-5440.

Sincerely,

Christopher Cottle
Location Manager
UniFirst Daytona Beach

RESOLUTION NO. 2021-53

A RESOLUTION ACCEPTING THE PROPOSAL OF UNIFIRST CORPORATION REGARDING UNIFORM RENTAL AND CLEANING SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for uniform rental and cleaning services (the "Project") (City RFP No. 2021-06), in accordance with Section 2-300(b), *Code of Ordinances*, and

WHEREAS, the City's evaluation committee evaluated the two (2) proposals received, and determined the most advantageous proposal for the City to be the proposal submitted by UniFirst Corporation, at the prices set forth in its proposal (a copy of said proposal being incorporated in the Agreement which is attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of UniFirst Corporation and execute an Agreement for the aforedescribed services, now therefore,

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

SECTION ONE. The proposal of UniFirst Corporation to provide uniform rental and cleaning services is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and UniFirst Corporation for the services at

the prices set forth in its proposal and to pay the cost thereof from the General Fund, Stormwater Fund and Water/Wastewater Fund, with an annual expenditure not to exceed $40,000.00.

SECTION THREE. All other proposals relative to the aforedescribed Project shall be deemed rejected upon the execution of an agreement with UniFirst Corporation.

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

APPROVED AND AUTHENTICATED this 2nd day of March, 2021.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **UniFirst Corporation** ("Contractor"), 2357 Bellevue Avenue, Daytona Beach, FL 32114, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposal ("Uniform Rental and Cleaning Services", RFP 2021-06) dated December 23, 2020, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of three (3) years. This Agreement may be renewed for an additional three (3) year period upon mutual agreement of the parties hereto. The City reserves the right to terminate this Agreement at any time with ninety (90) days' written notice.

3. **Consideration.** Contractor shall provide the products and perform the services at the prices set forth on the attached exhibit. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days. Final payment will be made only after delivery of the products and completion of the City's final inspection and acceptance.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on the Exhibit "A".

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Contractor**
Joyce Shanahan, City Manager	UniFirst Corporation
(copy to City Attorney)	Christopher Cottle, Location manager
22 South Beach Street	2357 Bellevue Avenue
Ormond Beach, FL 32174	Daytona Beach, FL 32114

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Each Occurrence
	$300,000 General Aggregate*
	$300,000 Aggregate Products & Completed Operations
	$ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence
	$1 Million General Aggregate*
	$1 Million Aggregate Products & Completed Operations

	$ 50,000	Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000	Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]	

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

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

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

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

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

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

provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO

THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

(a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

(b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

(c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

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

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

DATED this 2 day of March, 2021.

Witnesses:

Taylor Lochert

Print Name: Taylor Lochert

Wendy Hontz

Print Name: Wendy Hontz

CITY OF ORMOND BEACH

By: Bill Partington

BILL PARTINGTON
Mayor

By: Joyce Shanahan

JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2021.

Witnesses:

Geraldine Amos

Print Name: Geraldine Amos

Notary Public State of Florida
Geraldine T Amos
My Commission GG 166456
Expires 03/24/2022

_____

Print Name: _____

UNIFIRST CORPORATION

By: _____

Print Name: Christopher Cottle

Title: Location Manager

Attest: _____

Print Name: _____

Title: _____

City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Uniform Rental and Cleaning Services**

RFP NUMBER: **2021-06**

RFP OPENING DATE & TIME: **January 6, 2021 2:00 PM**

RFP OPENING LOCATION: **Training Room (breezeway), Ormond Beach City Hall 22 S. Beach Street**

PRE-SUBMITTAL MEETING: **N/A**

PRE-SUBMITTAL MEETING LOCATION:

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

PROPOSER'S NAME: UniFirst Corp.

PROPOSER'S MAILING ADDRESS: 2357 Bellevue Ave

CITY-STATE-ZIP: Daytona Beach, FL 32114

F.E.I.N.: 04 21 03 460

PHONE NUMBER: 386 777 5440 FAX NUMBER: _____

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 aproposale by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

Chris Cottle
NAME (TYPED)

Location Manager
TITLE

12/23/2020
DATED

GENERAL CONDITIONS

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

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal or proposal on a contract to provide any goods or services to a public entity, may not submit a proposal or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposal 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 PROPOSALS 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 proposal opening, whichever occurs first. Section 119.071, F.S.

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

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

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

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

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

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

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

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

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

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

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay

any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

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

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

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

OTHER AGENCIES: All Proposalder(s) awarded contracts from this proposal 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 proposalder(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 119.10, shall subject the Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach invites qualified Uniform providers to submit a Request for Proposal for an annual contract for **Uniform Rental and Cleaning Services, RFP 2021-06**. Clean working uniforms are an important part of the CITY'S image and morale with its employees. The VENDOR is expected to return all garments to the DEPARTMENT in a usable manner as described herein.

TERM OF AGREEMENT:

The purpose of this Request for Proposal is to obtain competitive proposals to establish a **three (3) year** contract for the rental and cleaning of uniforms by the City of Ormond Beach, hereafter referred to as the "Department". The contract will become effective on the date the successful proposer(s) is approved for award and will expire three years from that date. After the award, said proposer(s) will be referred to as the "Vendor(s)". The City reserves the right to terminate this contract at any time with a ninety (90) days written notice.

RENEWAL:

Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

II. SCOPE OF SERVICES

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

REQUIRED SERVICES:

A. Initial fittings shall be made upon receiving a Notice to Proceed from the DEPARTMENT after contract execution.

B. VENDOR shall provide all uniform services necessary to outfit each crew member as specified herein. The number of personnel may vary during the course of the contract. No additional fees, other than the unit price per employee per week, shall be charged should there be an increase or decrease in personnel.

C. The VENDOR will provide timely service and uniforms requiring repair/replacement will be returned to the employee for use within seven (7) calendar days.

UNIFORMS

A. Uniforms are to be new, of current manufacture, and will carry the standard warranties prescribed for each specified fabric, at the start of the contract term and obtained, with an initial fitting and\or replacement at each year for term of the contract (see VII. UNIFORM DELIVERY), for personnel assigned to Maintenance and Centralized Location Units, hereinafter referred to Location Unit (LU). Additional fittings shall be performed as employees are hired, and\or change uniform status at no additional cost to the DEPARTMENT.

1. Uniform Markings consisting of the Department name/City Logo and employee name and title, shall be on all of the shirts. No other modifications will be made to the uniform. See attached page titled, "Exhibit "A-1", Emblems and Drawings", for detailed markings and City Logo.

B. Uniforms shall have the following specifications:

1. SHIRTS (ANSI 107-2004 Flourescent Lime Green/Orange/Gray Colored) - The shirts provided shall be no-iron work shirts, which are fully cut with long tails, having extra- strength buttons, permanent stays in collar, are double-needle sewn, and have soil- release finish. The shirts shall be 65% polyester and 35% cotton (Fabric: minimum 4-1/4 oz. per square yard) or 100% cotton (Fabric: minimum 5 oz. per square yard) at the option of the DEPARTMENT. The shirts shall be either long or short sleeve, at the option of the DEPARTMENT for each employee. Shirts will have one or two patch pockets (Pockets: Single Needle Hemmed and Set Patch Pocket.).

2. T-SHIRTS – The T-shirts provided will be 100% Polyester, orange\lime green in color, with reflective stripe and front pocket in accordance with ANSI 107-2004.

3. PANTS\SHORTS (All Employees) - The pants\jeans\shorts provided shall be without cuffs, and reinforced with bar-tack at all points of strain. The pants\jeans\shorts shall be either male or female, cargo or relaxed fit styled, as appropriate, for each employee. The color of all pants\jeans\shorts shall be navy blue. The pants\jeans\shorts shall be 65% polyester and 35% cotton (Fabric: minimum 7-3/4 oz. per square yard) or 100% cotton (Fabric: minimum 8-1/4 oz. per square yard) at the option of the DEPARTMENT (Pockets: Single Needle Hemmed and Set Patch Pocket).

4. JACKETS - The new jacket shall match the pants in color, type of material and construction. It shall have long sleeves, and have provisions for a new, long-sleeved "zip-in" liner. The breast pockets (if any) on the jacket must have button-down flaps. Jacket liners will be either black or navy blue (Pockets: Single Needle Hemmed and Set Patch Pocket).

5. PATCHES – The VENDOR will provide and sew new patches of the cloth sew-on type on all shirts. No other method of attachment will be allowed. The designs and colors desired are shown on Exhibit "B", included with this specification. The VENDOR will verify stitch names and titles of personnel on the patches. The VENDOR will verify names and titles at the time of the fittings.

C. The successful-proposing VENDOR (hereinafter referred to as the "VENDOR") shall lease new uniform shirts, pants, shorts, and jeans, in both male and female styles, in all sizes, including non-standard sizes. The VENDOR shall visit each Delivery Location after contract execution, will measure and fit the appropriate personnel for new uniform garments for all employees under this agreement including new employees, employees who change in uniform size/status (i.e., promotion, demotion, etc.), as needed, at no additional cost to the DEPARTMENT with the exception of new jacket/jacket liner purchases at the established Proposal Rate. Employees requiring maternity wear will be fitted for uniforms throughout the term of their pregnancy. Newly hired employees and/or change in uniform size/status employees will receive uniforms no later than fourteen (14) calendar days following measurement and fitting.

D. VENDOR must have a reliable method to distinguish and identify each employee's personnel uniforms. Identification method will also include the date the garment is issued to the Department employee.

E. The VENDOR shall provide each delivery location and the contract/project manager with the name and contact information for their respective representative.

F. The uniform program consists of the VENDOR providing one clean and odor-free pair of pants and one clean and odor-free shirt (or one clean and odor-free maternity uniform (smock and pants) as applicable) for each employee for each day of the employee's workweek; and one extra set.

   a. The VENDOR shall supply receipts detailing number of uniform garments for each LU delivery.

   b. The initial delivery shall include eleven (11) (for 5-day work week) or nine (9) (for 4-day work week) uniform garment sets (shirt/pant, T-shirt/pant, shirt/shorts, T-shirt/shorts for each employee required to be in uniform at each LU location.

      1. Shirts, ANSI T-Shirts\Shirts, shorts, and pants shall be cleaned by the VENDOR, with weekly pickup and cleaning of soiled shirts and pants and delivery of clean and odor-free shirts and pants to the individual locations. The VENDOR will receive a signed and dated receipt from each LU upon pickup for number and type of uniform pieces to be cleaned.

G. The jackets and jacket liners shall be new, and sold to the DEPARTMENT on an as- needed basis.

1. Existing jackets and jacket liners from other companies will be bar coded as per this contract. Existing jackets will not be held under the repair or replacement criteria for the VENDOR.

2. Jackets and jacket liners shall be picked-up, cleaned and delivered by the VENDOR on an as-needed basis during regularly scheduled pickups and deliveries.

REPAIRS

A. The VENDOR will repair or replace shirts, ANSI T-Shirts, pants, jeans, and/or shorts, which are unfit for use caused by normal wear and tear this shall include garments that have stains, snags, fading or welder burns, at no additional cost to the Department. All replacement garments will be new. The decision to repair and/or replace garments will be at the sole discretion of the Department. If applicable, invoicing will occur after the garment (s) has been delivered and put into service. All repaired garments shall not detract from the appearance quality. All repair items shall be noted, in written detail, on VENDOR supplied tags, dated and signed.

1. The VENDOR shall supply tags (to each LU) for uniform garments requiring repair. Tags will identify (a) repairs, (b) LU, and (c) the date submitted for repair. Repairs shall be completed and returned to the LU with the next regularly scheduled delivery. The LU will sign and date said delivery.

REPLACEMENT

A. At the discretion of the DEPARTMENT, the VENDOR shall replace shirts, ANSI t-shirts, shorts, and pants at the proposal priced replacement cost per item on a pro-rated basis, as follows: Uniforms in service six (6) months or less will be paid at 100%, seven (7) months to no greater than twelve (12) months will be paid at 75%, thirteen (13) months to no greater than eighteen (18) months will be paid at 50% , nineteen (19) months to no greater than twenty-four (24) months will be paid at 25%, twenty-five (25) months to no greater than thirty (30) months will be paid at 15%, and thirty-one (31) months to thirty-six (36) months will be paid at 5% of the replacement cost submitted on the Proposal Response. All replaced items shall be noted, in written detail, on VENDOR supplied tags, dated and signed. The DEPARTMENT will not pay any portion of the replacement costs for uniforms requiring replacement as a result of the VENDORS' actions.

1. The VENDOR shall supply tags (to each LU) for uniform garments requiring replacement. Tags will identify (a) damage to garment, (b) LU, and (c) the date submitted for replacement. Replacement uniforms shall be returned to the LU with the next regularly scheduled delivery. The LU will sign and date said delivery.

ORDERING UNIFORMS

A. This is a Contract to which no monies are initially attached and under which all requests for uniform services are to be initiated and filled through the use of Orders

Forms as and when needed throughout the Term of this Contract.

1. Each LU within the DEPARTMENT (see attached exhibit labeled A-2) will issue an Order Form to the VENDOR establishing the existing Uniform needs of their LU.

    a. Each employee will record his or her choice of (1.) Fabric, (2.) Length of Sleeve, (3.) Type of Pants/Shorts, (4.) Type of Shirt on an individual order form; each employee will sign and date said individual order form.

2. Each Order Form will reference the phone number, name, and address of the contact person receiving delivery at the LUs named herein. A Corrected Order Form will be issued if the original pertinent Uniform information changes; for purposes of clarity, said Corrected Order Form will reference the corresponding date of the original Order Form.

3. Orders for uniforms may be placed by: A) Written Order, B) Corrected Order, C) Fax Order, dated and signed by authorized DEPARTMENT personnel. All orders will also include the name and address of the purchaser and LU.

UNIFORM DELIVERY

A. Uniform delivery (including all shirts, pants, shorts, and jackets; shall commence within sixty (60) days after the Notice to Proceed is issued from the DEPARTMENT's Office.

    Said sixty (60) day start-up period shall be used for initial fitting, fabrication, and preparation of uniforms and any other preparatory work that must be performed by the VENDOR in order to provide uniforms in accordance with the Contract Specifications. The sixty (60) calendar day start-up period will not apply to Contract Renewal or Extensions.

    The VENDOR shall pick up soiled uniforms and deliver clean uniforms once a week. The day of the week will be determined by each LU Designee or Assigned personnel and the VENDOR.

B. Pick up and delivery schedules that fall within City Holidays and\or Natural Disasters will need to be coordinated and rescheduled between the DEPARTMENT and VENDOR.

INSPECTION

A. All uniform garments listed in the specification, in accordance with Section III. B , delivered to the DEPARTMENT not in compliance with the requirements of the specifications given herein or found to be poorly manufactured, will not be accepted, but returned to the VENDOR, at their expense, for immediate replacement (within forty-eight (48) hours, excluding Saturday and Sunday). Replacement of all garments found defective shall be made without cost to the DEPARTMENT.

1. The VENDOR will be responsible for the inspection of the garments at the time of pickup, before leaving said facility. Any damages found at this time of said inspection must be brought to the attention of the LU before leaving the facility. Proper repair or replacement decision will be identified at that time. If no damages are reported at that time, it will be considered that all uniforms are in good serviceable order.

2. The LU will be responsible for the inspection of the garments at the time of delivery, before the VENDOR leaves said facility. Any damages found at this time of said inspection must be brought to the attention of the VENDOR before the VENDOR leaves the facility. Proper repair or replacement decision will be identified at that time.

B. All items cleaned and returned, not meeting specifications, in accordance with Section III. B, or found to be poorly cleaned, will be returned to the VENDOR and tagged with written explanation. A suitable replacement for any such item must be delivered within two (2) working days of return, at no additional cost to the DEPARTMENT.

C. Failure of the VENDOR to perform services and/or deliver goods, meeting the delivery times established pursuant to this Contract, shall constitute a "Performance Deficiency" on the VENDOR'S part. Said Performance Deficiency will subject the VENDOR to a Reduction in Compensation at the following terms:

1. Should the Performance Deficiency equal five (5) percent or more of a total delivery for a one (1) month period per delivery location, the VENDOR shall deduct an equal percent (in total) from the weekly invoice for that delivery location regardless if the deficiencies are corrected.

2. Should the VENDOR achieve Performance Deficiencies for two(2) consecutive months or three (3) in a twelve (12) month period, in addition to the invoice reductions as noted above, the VENDOR will submit a detailed plan to the DEPARTMENT on how to ensure Performance Deficiencies will be corrected and prevented from recurring. This plan shall be submitted within thirty (30) days from the second (2^{nd}) or third (3^{rd}) deficiency as noted above. Failure to submit a plan will result in withholding of VENDORS' payment (s), for that specific location, until the DEPARTMENT receives a plan.

3. Continued Performance Deficiencies or failure to follow the improvement plan by the VENDOR will be grounds for the DEPARTMENT to terminate this Contract in accordance with the terms and conditions established herein.

4. Compensation Reductions relating to jackets will be calculated in the same manner as described in Section VIII.C above.

INVOICING

A. Invoicing each LU for cleaning services shall show a "Per 5-day week unit price", which is applicable for services actually performed. The VENDOR will show the actual weekly number of pants, jeans, shorts, shirts, and ANSI T- Shirts\shirts cleaned and returned on each weekly invoice. The VENDOR will show the actual weekly number of pants, jeans, shorts, shirts, and ANSI T-Shirts rented on each weekly invoice. When the VENDOR is invoicing each LU for jackets, the VENDOR will show a "Per Unit Price for goods actually delivered to the LU." At all times, invoicing must include dates of service, and the location of the LU. The driver shall have the ability to adjust invoices at the LU based on what has been delivered and accepted by the DEPARTMENT. The DEPARTMENT reserves the right to adjust invoice amount and quantities at their sole discretion.

B. The billing for uniforms rented or sold to the DEPARTMENT will be done to each LU location. The VENDOR shall be entitled to bill no more frequently than weekly.

C. Failure of the VENDOR to perform services and/or deliver goods meeting delivery times, in accord with paragraph VIII. C above will result in a Reduction of Compensation as described therein.

D. The Reduction, as stated in paragraph VIII. C above will be deducted from the next invoice presented by the VENDOR for payment.

E. All proper invoices will be paid with through the Procurement System in accordance with Departmental Procedures.

DISPUTE RESOLUTION

A. Any issue that arises will resolved based on the following:

DEPARTMENT	**VENDOR**
LU SECTION REPRESENTATIVE	DRIVER
DEPARTMENT	**VENDOR**
CONTRACT/PROJECT MANAGER OR DESIGNEE	VENDOR CONTRACT MANAGER

B. If a resolution cannot be achieved at the above levels, the final decision will be made by the Director of Public Works/Administrator.

Note: Examples of disputes could include but not be limited to the following:

1. If the DEPARTMENT or the VENDOR caused damage to the garment(s)
2. Should the DEPARTMENT or the VENDOR be responsible for replacement cost of the damages garment(s)
3. Amount of the replacement cost based on pro-rated cost

NOTICE TO PROCEED

A. The DEPARTMENT shall issue the Notice to Proceed upon execution of the Contract.

WARRANTY

A. The successful VENDOR must provide for trial fittings and size exchanges until the employee is satisfied with the sizes provided. No size warranty is required on jackets or liners after they have been worn. The VENDOR shall correct any problems due to defective materials and workmanship of rental items by providing new replacements at no additional cost to the DEPARTMENT.

   1. Jackets will be warranted as follows: The expected usable life of the jacket and liner is three (3) years. At the discretion of the DEPARTMENT, jackets purchased from the VENDOR shall be replaced and the DEPARTMENT shall compensate the VENDOR as follows: 0 months to 6 months at 0%, 7 months to 12 months at 25%, 13 months to 24 months at 50%, 24 months to 30 months at 75%, and 30 months to 36 months at 100%.

SAMPLES

A. Each proposer will be required to furnish with their proposal offer one new sample of each item of clothing (garment) proposal for lease or sale, plus specification sheets and literature for each item. Each item must be as specified herein and must be identical to the proposed deliverable items. Each sample furnished must be identified as to which VENDOR, Manufacturer and Proposal Number. Samples may be tested for Proposal Specification requirements. Samples shall be submitted at no cost to the DEPARTMENT. The samples from the successful proposal will be retained by the DEPARTMENT to be used in quality assurance standards and as models for acceptance inspection. All others will be returned to the unsuccessful Proposal upon request.

PROPOSAL SCHEDULE

1.	RENTAL AND CLEANING		RENTAL	+	CLEANING	=	TOTAL PRICE
			$		$		$
a.	Gray Short/long sleeve shirt (65/35)		$ .14 / .16		$ ~~0~~		$ .14 / .16
b.	Gray Short/long sleeve shirt (100% cotton)		$ .20 / .23		$ ~~0~~		$ .20 / .23
c.	ANSI Flourescent Green short/long sleeve shirt		$ .28 / .32		$ ~~0~~		$ .28 / .32
d.	ANSI Flourescent Orange short/long sleeve shirt		$ .28 / .32		$ ~~0~~		$ .28 / .32
e.	ANSI Flourescent Orange "T" Shirt		$ .19		$ ~~0~~		$ .19
f.	ANSI Flourescent Green "T" Shirt		$ .19		$ ~~0~~		$ .19
h.	Gray Pants (65/35)		$ .22		$ ~~0~~		$ .22
i.	Gray Pants (100% cotton)		$ .28		$ ~~0~~		$ .28
j.	Gray Shorts (65/35)		$ .17		$ ~~0~~		$ .17
k.	Gray Shorts (100% cotton)		$ .28		$ ~~0~~		$ .28
l.	Scraper Mat (3x5) Black		$ 1.20		$ ~~0~~		$ 1.20
m.	Mat Nylon/Rubber (3x4) Charcoal		$ 1.35		$ ~~0~~		$ 1.35
n.	Shop Towel Plain Red (18"x18")		$ .05		$ ~~0~~		$ .05
		Grand Total:	$ 4.83 / 4.96		$		$ 4.83 / 4.96
2.	REPLACEMENT COST FOR UNIFORMS (with approval from the Department)						
			REPLACEMENT COSTS				
a.	Gray Short/long sleeve shirt (65/35)		$ 11.48 / 13.70		N/A		N/A
b.	Gray Short/long sleeve shirt (100% cotton)		$ 7.01 / 8.82		N/A		N/A
c.	ANSI Flourescent Green short/long sleeve shirt		$ 26.09 / 29.91		N/A		N/A
d.	ANSI Flourescent Orange short/long sleeve shirt		$ 26.09 / 29.91		N/A		N/A
e.	ANSI Flourescent Orange "T" Shirt		$ 25.17		N/A		N/A
f.	ANSI Flourescent Green "T" Shirt		$ 25.17		N/A		N/A
h.	Gray Pants (65/35)		$ 19.25		N/A		N/A
i.	Gray Pants (100% cotton)		$ 23.32		N/A		N/A
j.	Gray Shorts (65/35)		$ 15.05		N/A		N/A
k.	Gray Shorts (100% cotton)		$ 25.05		N/A		N/A
l.	Scraper Mat (3x5) Black		$ 103.22		N/A		N/A
m.	Mat Nylon/Rubber (3x4) Charcoal		$ 81.45		N/A		N/A
n.	Shop Towel Plain Red (18"x18")		$ .26		N/A		N/A
		Grand Total:	399.01 / 410.48				

3.	**PURCHASE OF NEW JACKETS**							
				COST		N/A		N/A
a.	Jacket/zip-in liner			$ 37.64		N/A		N/A
b.	Jacket Hip Length/zip-in liner			$ 18.67		N/A		N/A
4.	**CLEANING OF JACKETS AND LINERS**							
				COST		N/A		N/A
a.	Jackets with liner			$ .40		N/A		N/A
b.	Jacket Hip length with liner			$ .40		N/A		N/A
c.	Cleaning of existing jacket with liner			$ .40		N/A		N/A
						N/A		N/A

ALL PRICES ARE FOR A SINGLE UNT OF ISSUE

WE HAVE APPROXIMATELY 105 EMPLOYEES TO BE ISSUED 11 SETS (SHIRT AND PANT) OR ANY COMBINATION OF SHORT OR LONG SLEEVE OR"T-SHIRT AND PANT OR SHORT

EXHIBIT "A-1" EMBLEMS

& DRAWINGS

LOGO

PLACE ON (UPPER) LEFT POCKET

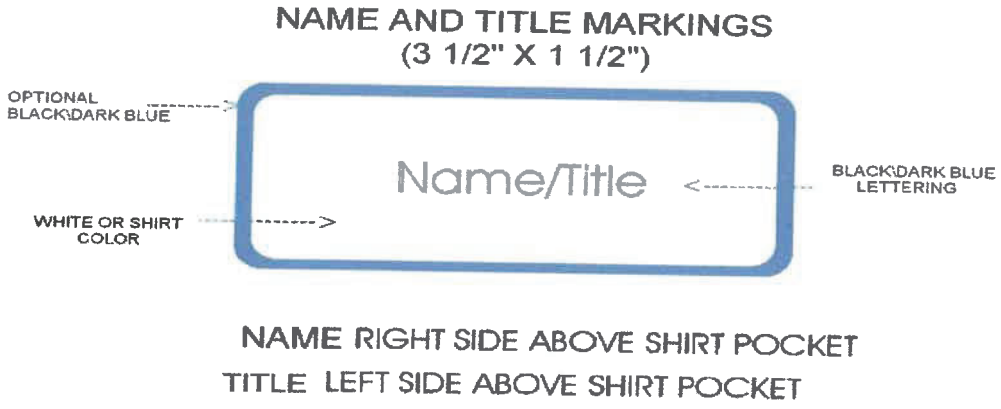


EXHIBIT "A-2" Local Unit Locations

LOCAL UNIT	LOCAL UNIT LOCATION
Fleet Operations	500 N. Orchard St Ormond Beach
Public Works Operations	501 N.Orchard St Ormond Beach
Waste Water Operations	550 N. Orchard St. Ormond Beach
Water Operations	301 Jefferson St. Ormond Beach F
Airport Sports	700 Hull Road Ormond Beach FL
Nova Rec.	400 N. Nova Rd. Ormond Beach

III. EVALUATION AND PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

Section 1—Qualifications and Experience:

The Proposer shall include qualifications and past performance of the firm/individual(s) who will provide the services, including resumes. The submission must include: The Proposer shall include qualifications and past performance of the firm/individual(s) who will provide the services, including resumes. The submission must include:

List three (3) references for which your company provided similar services as requested in this RFP. List the names of the client (name, address, telephone number, fax numbers and project title. The list should include brief description of similar work satisfactorily completed, including location, dates of contracts, names and addresses of clients/owners, and contact person.

List of personnel, by name and title, contemplated to perform the work for each position described. Include statement of credentials, education, experience, certifications, licenses and all pertinent information to demonstrate capabilities.

Section 2—Required Forms:

The following completed documents must be provided with your proposal:

Proposer Acknowledgment Form, RFP response form, Conflict, Non-Conflict of Interest Statement litigation statement and the Drug-free workplace certification.

Section 3—Quality of Proposed Product:

As stated previously, each proposer will be required to furnish with their proposal offer one new sample of each item of clothing (garment) proposal for lease or sale, plus specification sheets and literature for each item

Section 4—Proposal Price Schedule:

Competitiveness of proposed fee, the City reserves the right to negotiate all pricing with the successful firm and to eliminate any proposal cost item(s) that is cost prohibitive to this project.

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the Public Works Director, Accounting Manager, and Deputy Director of Public Works. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;

- Limit and/or determine the actual contract services to be included in a contract.

- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right

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

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (20 points)
Required Forms (20 points)
Quality of Proposed Product (20 points)
Proposal Price Schedule (40 points)

V. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than **January 6, 2021 2:00 PM**

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street Ormond
Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
Rob.Hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: Submit one (1) signed original of the complete proposal packet along with one (1) electronic pdf format copy on either a CD or thumb drive with all required attachments, by the closing date and time. Both versions must be included in the sealed envelope. Submit proposals to: Rob Hart, Purchasing Coordinator, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

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

Registration Requirements

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

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

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

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

EXHIBIT A
Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as proposal, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the

service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

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

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate*

	$1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

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

(c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was

extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

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

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or

some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

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

City of Ormond Beach
Request for Proposals (RFP)
Uniform Rental and Cleaning Services
(RFP No. 2021-06)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from proposing; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Proposer or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: UNIFIRST CORPORATION

VENDOR/CONTRACTOR LICENSE NUMBER: 0421034460

ADDRESS: 2357 BELLEVUE AVE.
Daytona Beach FL. 32114

PHONE NO.: 386-777-5440 FAX NO.:

SUBMITTER'S NAME: Christopher A. Cottle
(Typed or Printed in Ink)

TITLE: LOCATION 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 WILL RESULT IN REJECTION OF YOUR PROPOSAL.

City of Ormond Beach
Request for Proposals (RFP)
Uniform Rental and Cleaning Services
(RFP No. 2021-06)

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

[✓] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

[✓] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

UniFirst Corporation
COMPANY NAME

AUTHORIZED SIGNATURE

Christopher A. Cottle
NAME (PRINT OR TYPE)

Location Manager
TITLE

12/23/2020
DATE

City of Ormond Beach
Request for Proposals (RFP)
Uniform Rental and Cleaning Services
(RFP No. 2021-06)
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 proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

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.

UniFirst Corporation
Company Name

Christopher G. Cotter
Authorized Signature

Christopher A. Cotter
Print Name

Location Manager
Title





High Visibility Pocket T-Shirts

ANSI Type R or P, Class 2, 100% polyester





UniWeave® Soft Comfort Long or Short Sleeve Uniform Shirts

4.25 oz. 65/35 poly/cotton



100% Cotton Long or Short Sleeve Shirts

6 oz. 100% cotton twill



Spotlite LX® High Visibility Long or Short Sleeve Work Shirts

ANSI Type R or P, Class 2, 4.1 oz. 65/35 poly/cotton





SofTwill® Flat-Front Uniform Shorts or Pants

7.5 oz. 65/35 poly/cotton twill



100% Cotton Flat-Front Pants

8.5 oz. preshrunk 100% cotton twill



UniWear® Permalined Hip Jackets

7.5 oz. 65/35 poly/cotton twill shell



UniWear® Zip-In/Out Liners

100% polyester

UniFirst references

1. **City of New Smyrna Beach**

Kris Jones
Human Resources Assistant
Utilities Commission, City of New Smyrna Beach
Phone: (386) 424-3060 | Fax: (386) 424-2700 | E-mail: kjones@ucnsb.org
Mailing Address: P.O. Box 689, New Smyrna Beach, FL. 32170

2. **Brevard County Public Schools**

Mr. Nick Canjar
Buyer II
Brevard Public Schools
2725 Judge Fran Jamieson Way
Viera, FL 32940
321-633-1000 x630
Canjar.James@Brevardschools.org

3. **City of Holly Hill**

Beth Wrenn
Administrative Assistant
Department of Public Works
453 LPGA Blvd.
Holly Hill, FL 32117
T-386-248-9463
F-386-248-9499
bwrenn@hollyhillfl.org

City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 7.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto Renewal - Golden Eagle (Concessions at Andy Romano Beachfront Park)		
Summary:	This is notification of staff's intent to allow the Golden Eagle Associates, Inc. agreement to automatically renew for one additional year. In March 2013, the City Commission authorized the execution of an agreement with Golden Eagle Associates, Inc., for concession services at Andy Romano Beachfront Park. The contract states the agreement will automatically renew for additional one-year periods unless either party provides at least 90 days prior written notice to the other party of their intent not to renew the agreement. This renewal will be the 11th automatic renewal of this agreement. This vendor has continually provided satisfactory concession services at Andy Romano Beachfront Park. It is staff's intent to automatically renew their contract for one additional year effective March 20, 2025.		
Financial Impact:	The auto-renewal of the agreement does not impact the budget.		
Citizen Impact:	The renewal of this contract ensures concessions are provided in a consistent and professional manner to Andy Romano Beachfront Park visitors.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intend to automatically renew the Golden Eagle Associates, Inc. contract for an additional one-year period effective March 20, 2025, unless otherwise directed by the City Commission.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		

Attachments:	1. Golden Eagle Agreement (2) 2. Golden Eagle Insurance	
Approval:	Kelly McGuire, Finance Director	10/17/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	10/22/2024
	Joyce Shanahan, City Manager	10/22/2024

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Golden Eagle Associates, Inc., individually and d/b/a Rita's Ices** ("Contractor"), 212 Cessna Blvd., Unit 7, Port Orange, FL 32128, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 16, 2013, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year and may be automatically renewed for additional one (1) year periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

3. **Consideration.** Contractor shall pay to the City an Annual Guarantee and an Annual Percentage Fee as set forth on Exhibit "A".

4. **Termination of Agreement.**
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

5. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

6. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

7. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

8. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Golden Eagle Associates, Inc.**
Joyce Shanahan, City Manager	Roy Savoca, President
(copy to City Attorney)	212 Cessna Blvd., Unit 7
22 South Beach Street	Port Orange, FL 32128
Ormond Beach, FL 32174	

9. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

10. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

11. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

12. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

13. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

14. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

15. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 14 above. Such payment on behalf of the City shall

be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

16. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

17. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

(a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

$100,000. Each Accident Bodily Injury by Accident
$100,000. Each Employee Bodily Injury by Disease
$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products &

	$ 50,000	Completed Operations Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]	

*NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

(e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

18. **Requirements for Certificates of Insurance.**

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies

shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on all policies of insurance and certificates thereof.

19. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

20. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 19th day of March, 2013.

Witnesses:

Print Name: Lois Towey

Print Name: Colby Cuento

CITY OF ORMOND BEACH

By: Ed Kelley
ED KELLEY
Mayor

By:
JOYCE SHANAHAN
City Manager

DATED this 21st day of March, 2013.

Witnesses:

Print Name: Colby Cuento

Print Name: _____

GOLDEN EAGLE ASSOCIATES, INC.

By: Roy Sanoca
Print Name: Roy Sanoca
Title: President

Attest: _____
Print Name: _____
Title: _____

S:\Legal\CINDY\Contracts\Golden Eagle Assoc - concession stand (P13-0030G).docx

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Ormond Beach's Andy Romano Beachfront Park Concession**

RFP NUMBER: **2013-03**

RFP OPENING DATE & TIME: **December 12, 2012 – 3:00pm**

RFP OPENING LOCATION: **2nd Floor Conference Room, City Hall, 22 South Beach Street**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Golden Eagle Associates, Inc.

PROPOSER'S MAILING ADDRESS: 212 Cessna Blvd. Unit 7

CITY-STATE-ZIP: Port Orange, FL 32128

F.E.I.N.: 20-8092543

PHONE NUMBER: (386) 682-2111 FAX NUMBER: N/A

If returning as a "No Submittal", please state reason (s):

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X Roy Savoca
AUTHORIZED SIGNATURE (MANUAL)

Roy Savoca
NAME (TYPED)

President
TITLE

January 16, 2013
DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of Onvia DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than Onvia DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost

and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals to provide concession services for the City of Ormond Beach's Andy Romano Beachfront Park *(OBARBFP)* as more particularly set forth in this RFP. The concession stand consists of a single-window service counter and a total operating space of 19'8"x 17'8" equipped with triple wash sink, and a power supply consistent with running coolers, ice machines, etc. The successful Respondent or Respondents will demonstrate the ability to provide a safe, consistent and reliable delivery system for the specified goods and services that will:

1. Maximize the public's use and enjoyment of the park;
2. Encourage tourism;
3. Provide an accurate and verifiable system to account for all revenue collected;
4. Provide an accurate and verifiable system to determine the dates and times of operation;
5. Adequately compensate the City of Ormond Beach, as the trustee of the public's interest in Ormond Beach's Andy Romano Beachfront Park and to offset the City's costs of operating and maintaining the park.

II. SCOPE OF SERVICES

Concession Operations

a) The successful respondent shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to Concessionaires.

b) The successful respondent shall provide all necessary equipment related to operating a successful concession business. *For Example:* coffee machines, refrigerators, ice machine, coolers, etc., are the sole responsibility of the contracted Concessionaire. The Concessionaire shall make any repairs caused by Concessionaire's negligence at Concessionaire's expense. Existing items within the designated concession stand will remain the City's throughout the duration of the contract. Equipment or replacement equipment desired by the Concessionaire will be acquired and installed at Concessionaire's expense. If any public agency having jurisdiction over such matters require safety or other improvements to any of the equipment used by the Concessionaire in their operations, Concessionaire shall be required to effect these improvements at their sole expense. Any desired modifications to existing concession stand must obtain prior approval by the Director of Leisure Services or his/her designee. All approved modifications become property of the City of Ormond Beach.

c) The public's right shall not be infringed upon by an activity of the Concessionaire or any of its employees, agents, or subcontractors. The activities of the Concessionaire shall be such as to render service to the public in a dignified manner.

d) The Concessionaire shall use no undue pressure, coercion or persuasion in an attempt to influence the public to use the services or products of the Concessionaire.

e) Except as expressly permitted by the resulting contract, solicitation outside of the designated concession area is prohibited.

f) The Concessionaire shall operate in a manner that will ensure the convenience and safety of the public.

g) All employees, officers, agents, and subcontractors of the Concessionaire shall be neatly attired in uniforms that properly identify them as official City of Ormond Beach Concessionaire personnel.

h) The design of such uniforms shall be subject to the prior approval of the City of Ormond Beach's Director of Leisure Services or his/her designee. All uniforms worn shall be maintained in a neat and clean manner.

i) All employees, officers, agents, and subcontractors of the Concessionaire shall wear photo identification badges that will be furnished by and at the expense of the awarded Respondent.

j) The City of Ormond Beach's Director of Leisure Services or his designee shall have the right to require any employee(s) of the Concessionaire to be permanently removed from the beach premises whenever it appears to be in the best interest of the City of Ormond Beach.

k) The Concessionaire shall be required to participate in any food, beverage and product sponsorship agreements currently in place with the City of Ormond Beach or any which may be put in place during the term of the Contract.

l) The Concessionaire shall offer quality products at competitive prices at least consistent with similar goods and services presently being offered locally in other local facilities.

m) All pricing for all goods and services are to be posted and visible for all customers.

n) The concessionaire will be responsible for the signing in and out of the mobility impaired chair (MIC) stored onsite. Please note there is no rental fee associated with the usage of the MIC. Procedures for usage of the MIC will be determined and approved by the Director of Leisure Service or his/her designee.

Maintenance

a) The Concessionaire shall maintain all facilities and equipment in a clean and sanitary condition. All food and beverage facilities shall be in accordance with all applicable rules, ordinances and/or laws pertinent to the health authorities

of Volusia County, the Florida State Board of Health and any other health department having jurisdiction.

b) The Concessionaire shall be responsible for maintaining a clean, safe and appealing environment in and around the concession area. The Concessionaire shall develop and adhere to a recycling program approved by the City of Ormond Beach.

Personnel and Experience of the Concessionaire

a) All persons involved in concession activities are required to undergo a background check and drug test at the Concessionaire's expense. In addition, it is the Concessionaire's responsibility to insure all new hires, officers, and agents, are communicated to the City of Ormond Beach's Director of Leisure Services or his/her designee after completion of the background checks and drug testing. It is the responsibility of the successful Respondent to issue individual identification badges upon successful completion of the background check and drug test. No individual shall be permitted to work in the park without this identification. The City of Ormond Beach reserves the right to request random drug testing of all of the successful Respondent's personnel.

b) The City of Ormond Beach includes a diverse population and the successful Respondent shall reflect this diversity by encouraging diversity in employment of concessions.

c) The successful Respondent shall have documented experience in the applicable industry for the goods and services which will be managed. This documentation and references are a requirement and evaluation factor of this RFP.

Concession Fee

A. As consideration for the City of Ormond Beach granting the concession privileges to the successful Respondent or Respondents, the Concessionaire shall pay to the City of Ormond Beach an Annual Guarantee *and* an Annual Percentage Fee, as follows:

Annual Guarantee:
For each lease year, or pro rata portion thereof, during the term of the Contract, the Concessionaire shall pay to the City of Ormond Beach, in twelve equal payments, monthly in advance, an Annual Guarantee as proposed by the Respondent, *and*

Annual Percentage Fee:
For each lease year during the term of the Contract, the Concessionaire shall pay to the City of Ormond Beach no later than May 15th, an Annual Percentage Fee proposed by the Respondent of the Gross Receipts reported on the previous year's Income Tax Return derived from the operation of the Beach Concession.

B. The proposed Annual Guarantee and Annual Percentage Fee will be factors in the decision to award a Contract to the successful Respondent. The agreed upon Annual Guarantee and Annual Percentage Fee will increase annually by an amount proposed by

the Respondent, which will also be a factor in the decision to award a Contract. The annual increase of the Annual Guarantee and Annual Percentage Fee will take effect at the anniversary of each Contract term.

C. This concession fee shall not be listed as a separate line item on any receipt provided to any customer or member of the public.

Reporting and Financials

a) The successful Respondent shall ensure all concession venues are equipped with a cash register system with duplicate receipt capability.

b) Concessionaire shall provide quarterly income statements and will be required to send these reports electronically to the City of Ormond Beach's Director of Leisure Services and City of Ormond Beach Finance Director.

c) The City of Ormond Beach reserves the right to audit any financial documentation at anytime.

d) Respondent shall include in the quarter report, days and time worked for the reporting month. This information shall be verifiable through the cash register system.

Menu Items

The successful Respondent is expected to serve quality pre-packaged food, drink and sundry items (example: ice cream, potato chips, crackers, canned/bottled sodas, water, suntan lotion, etc.) to meet the needs of the visiting public. Simple menu items should be offered at competitive prices. Alcoholic beverages are not permitted on the premises. Each proposer will be required to include a sample menu of products to be offered with a proposed price list corresponding to each product.

III. TERM OF AGREEMENT

The successful Respondent shall comply with all federal, state and local rules and regulations regarding food handling, operation of a concession business, and any other laws that would apply to operating a similar type of business. Special attention must be paid to the regulations outlined by the State of Florida, Department of Professional and Business Regulation, Division of Hotels and Restaurants.

The initial term of this agreement shall be for a period of one (1) year and will be automatically renewed for one year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. QUALIFICATIONS

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non-responsive. The Proposer shall, at the time of

Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.

- Must be a registered Concessionaire in Florida.
  - Must submit copy of license with proposal.
- Must complete all attached contract documents.
- Must submit a sample menu including all items and pricing.
- A schedule of operations must be submitted with proposal and any deviation from that schedule must be approved by the Leisure Services Director or his/her designee.
- Must submit a proposed schedule of hours of operation for the concession for Winter Season and Summer Season. This schedule of hours of operation shall be in the best interests of meeting the needs of the public and will be a factor in the decision to award a Contract to the successful Respondent.

The Concessionaire shall have proven successful and progressive leadership (three years in a like business) in offering to the public those services as outlined. References are required as per the defined Evaluation Criteria listed in this package and shall be submitted on the forms provided with the proposal. A minimum of three (3)/maximum of five (5) customer references should include name and address of agency, length of contract, contact name, telephone number, fax number and email address. A minimum of two (2)/maximum of three (3) supplier references are also required and should include the above information.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

1. A Submittal Letter signed by authorized agent of the firm with documentation, such as a Memorandum of Authority, that this individual is authorized to commit the firm to a Contract. Clearly state the name, title and contact information for the individual designated by the firm as contact point for any requests for additional information required by Volusia County.

2. A profile of the firm, including:

   a. A brief history of the business.

   b. Organizational structure of business.

   c. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.).

   d. Ownership interests.

   e. Active business venues (counties, states, cities, etc.).

   f. Present status and projected direction of business.

   g. The overall qualifications of the business to provide the services requested.

h. The qualifications of the firm's employees who will work on this contract.

i. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida.

j. Federal Identification Number of firm.

3. Business Plan
   The business plan should include the approach to the project and vision of Beach concessions; it should include the following:
   - Equipment and inspection plan
   - Training plan
   - Transition plan and timeline
   - Green initiatives.

4. References
   List at least three (3) recent references where the proposed services have been used within the past year.

5. Business Tax Receipt (BTR)
   To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

6. Concenssionaire Registration/License
   Respondent must provide proof of that they have properly registered as a Concessionaire in the State of Florida.

7. Menu:
   Respondent must provide a sample menu with the proposal.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: chris.byle@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 3:00 p.m., December 12, 2012.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum.

Please direct written inquiries to:

Chris Byle
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
Chris.byle@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: The City must receive one (1) unbound original and three (3) bound copies of your submittal no later than the date and time specified above. Submit proposals to: Chris Byle, Purchasing Coordinator, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (30 points)
Price (30 points)
References (30 points)
Business Plan (10 points)

Responsive proposals will be ranked in each of the criteria

The City reserves the following rights:

Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible Proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposer(s) prior to selection.

Request that Proposer(s) furnish additional information as the City may reasonably require.

Process the selection of the successful Proposer without further discussion.

Accept or reject qualifications or proposals in part or whole.

Limit and/or determine the actual contract services to be included in a contract.

Engage outside experts to assist staff in evaluating the merits and viability of each Proposer.

Obtain information for use in evaluating submittals from any source.

Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of the City of Ormond Beach to do so.

The City shall be the sole judge of the proposer's qualifications.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 –(386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

EXHIBIT A
Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

(a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

$100,000. Each Accident Bodily Injury by Accident
$100,000. Each Employee Bodily Injury by Disease
$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

a. Premises and Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation
d. Explosion, Collapse & Underground Conditions
e. Blanket Contractual Liability
f. Personal Injury Liability
g. Broad Form Property Damage Endorsement, including Completed Operations
h. Independent Contractors
i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)

j. Pollution Liability (if applicable)
k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

(c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

(e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with

the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date	Addendum Number
Dec. 6, 2012	Number 1
Jan. 11, 2013	Number 2

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Golden Eagle Associates, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: FEIN 20-8092543

ADDRESS: 212 Cessna Blvd. Unit 7
Port Orange FL 32128

PHONE NO.: (386) 682-2111 FAX NO.: N/A

SUBMITTER'S NAME: Roy Savoca
(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I, Roy Savoca hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[X] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Golden Eagle Associates, Inc.
COMPANY NAME

Roy Savoca
AUTHORIZED SIGNATURE

Roy Savoca
NAME (PRINT OR TYPE)

President
TITLE

January 16, 2013
DATE

Golden Eagle Associates, Incorporated

In the spring of 2010 a dispute arose regarding a lease for space in the Pavilion in Port Orange. This resulted in a lawsuit against Golden Eagle Associates, Inc., Roy Savoca, and Kathy Savoca. In the spring of 2011 the dispute was resolved and the suit was dismissed with prejudice.

City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)

CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Golden Eagle Associates, Inc.
Company Name

Roy Savoca
Authorized Signature

Roy Savoca
Print Name

President
Title

ADDENDUM NO. 1
TO RFP DOCUMENTS FOR

Ormond Beach's Andy Romano Beachfront Park Concession:
RFP NO. 2013-03

December 6, 2012

TO: All Prospective Proposers

SUBJECT: Addendum NO. 1 to the Request for Proposals
Ormond Beach's Andy Romano Beachfront Park Concession
RFP No. 2013-03

This addendum is being issued to provide all prospective proposers with information on answers to questions and inquires to the proposal. **Please note the RFP Opening date has changed and is scheduled for January 18, 2013, at 3:00 p.m.,** in the Upstairs Conference Room, located at City Hall, 22 South Beach Street, Ormond Beach, Florida.

In order to give a timely response, **additional questions pertaining to RFP No. 2013-03, Ormond Beach's Andy Romano Beachfront Park Concession will be received until 5 p.m. on January 9, 2013** with a final addendum to be issued shortly thereafter if needed.

1. **Question: The question I have is in the Menu Items section(page 8),:" The Successful Respondent is expected to serve quality pre-packaged food, drinks". Does this mean all foods served must be prepackaged and prepared of premises, no Fryer, no Griddle, and no Soda Fountain?**

   ✓ *The City will consider all proposals whether for pre-package food, prepared food, or a combination of offerings. Microwave ovens, soda fountains, electric commercial hotdog rollers, and similar devices may be utilized. However, the facility is not equipped to facilitate onsite cooking.*

2. **Question: Will there be beach access from the Park, and will there be signage outside the Park indicating this?**

   ✓ *Yes, there will be beach access from the park. Signage will follow Volusia County standards of design and placement.*

3. **Question: Will the City allow signage, i.e.: *Hershey's Ice Cream*, and would this signage be visible to travelers along A1A?**

   ✓ *Removable signage will be located at concession window only. The sign will not be visible from A1A as current codes do not allow for this.*

4. **Question: The description of the concession stand "consisting of" does not mention air conditioning. Will the building be air conditioned?**

   ✓ *Yes*

5. **Question: Along those lines, I did not see it mentioned who is responsible for utilities costs?**

   ✓ *The City of Ormond Beach will supply utilities for the concession stand operation.*

6. **Question: The bid states "adequately compensate the City of Ormond Beach to offset City costs of operating and maintaining the park". Does the City have an estimate of what those costs will be and, if you can, let me know what percent of those costs you expect to have the concession stand provide.**

   ✓ *The City does not have a specific expectation as to the revenue generated by the concession stand in relation to the total cost to operate and maintain the park. Each proposer will need to determine the amount of concession fees they are willing to pay based upon their expected gross margin. The proposed concession fees (annual guarantee amount and annual percentage fee) will be part of the determination for award used by the selection committee.*

7. **Question: Regarding "properly or neatly attired in uniform as City of Ormond Beach Concessionary personnel", will the City provide the uniforms or will there be a cost to obtain them?**

   ✓ *No. It is the successful respondent's responsibility to provide uniforms for their staff.*

8. **Question: "Initial term of this agreement shall be for one year and automatic renewal for one year thereafter." Does this mean that a new bid offering will go out every two years for the concession stand?**

   ✓ *No. Both the City and the winning proposer will have the ability to decide each year if the contract is renewed for another annual term.*
   The language for the terms of the contract are amended to read: The initial term of this agreement shall be for a period of one year ***with automatic annual renewals thereafter*** *unless either party provides at least ninety days prior written notice to the other party of their intent not to renew the agreement.*

9. **Question: "Schedule of Operation": Is the City expecting the concession to be open the same hours as the Park.**

   ✓ *No, that is a bid qualifier and as such will be part of the determination for award by the selection committee.*

10. ***Question:*** **If so, does the City post the hours, i.e.*: Park open from dusk to dawn*?**

    ✓ *Park hours will be posted.*

11. **Question: Will the Park provide a seating area with umbrellas or is there a covered area with picnic tables near the concession?**

    ✓ *The park will have several covered areas with picnic tables.*

12. **I am not familiar with the workings of "Payment and Performance Bonds". Would you please provide clarification of this on pages 14 and 15 and the service bond on page 16?**

    ✓ *This is standard language used in all requests for proposals and is not applicable to this particular proposal. Neither payment and performance bonds nor service bonds will be required.*

13. **Question: Are there exceptions to payment agreement of the annual guarantee and annual percentage fee in the case of a serious weather condition such as hurricane or tornado which would drastically affect the operation and income of the concession?**

    ✓ *In the event that the concession stand cannot be operated as a result of a natural disaster, the City will consider a request for temporary abatement of the concession fees.*

14. **Question: It appears that the concept is that the concession be a full service operation selling in addition to ice cream, a variety of packaged snack and food items. Do you also anticipate that the concessioner would offer cooked items, such as burgers, hot dogs, French fries, etc.?**

    ✓ *As indicated in answer #1, the facility is not equipped for cooking.*

15. **How much floor space total is in the RFP**

    ✓ *19'8" x 17"8", 352 square feet.*

16. **Will there be a hood installed on the property? If no, can we submit a bid that includes one as well?**

    ✓ *There will not be a hood installed.*

17. **Is there a grease trap available? Once again, if no, can we submit a bid that includes one?**

    ✓ *A grease trap is not available.*

18. **What is your vision for this property and when can we meet to discuss?**

    ✓ *The vision is to have a concession stand that serves the visitors of Ormond Beach's Andy Romano Beachfront Park with quality food and sundries, while representing the City of Ormond Beach in a positive, professional manner. After reviewing all submissions, the RFP committee will contact the top proposers for further discussion.*

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR RFP

COMPANY NAME: Golden Eagle Associates, Inc.

SIGNATURE: _____ **DATE:** Jan 16, 2013

The foregoing changes are hereby incorporated into the Request for Proposals Requirements and Contract Documents for **Ormond Beach's Andy Romano Beachfront Park Concession, RFP No. 2013-03**, for the City of Ormond Beach.

City of Ormond Beach, Florida
County of Volusia

END OF ADDENDUM NO. 1

ADDENDUM NO. 2
TO RFP DOCUMENTS FOR

Ormond Beach's Andy Romano Beachfront Park Concession:
RFP NO. 2013-03

January 11, 2013

TO: All Prospective Proposers

SUBJECT: Addendum NO. 2 to the Request for Proposals
Ormond Beach's Andy Romano Beachfront Park Concession
RFP No. 2013-03

This addendum is being issued to provide all prospective proposers with information on answers to questions and inquires to the proposal. Please note the **RFP Opening** date has not changed and is scheduled for **January 18, at 3:00 p.m.,** in the Upstairs Conference Room, located at City Hall, 22 South Beach Street, Ormond Beach, Florida.

1. **Question: Are there any food, beverage, or product sponsorship agreements currently in place for the City of Ormond Beach?**

   ✓ *There are currently no such agreements in place.*

2. **Question: After the initial drug test; who is responsible for the fees associated with the random drug testing?**

   ✓ *Random drug testing will be at the sole expense of the contracted concessionaire.*

3. **Question: Who is responsible for the cleaning and restocking of the restrooms?**

   ✓ *City of Ormond Beach staff will be responsible for the stocking, upkeep and maintenance of the restrooms.*

4. **Question: What will the electrical amperage available to the concession stand be?**

   ✓ *There is a 100amp, single phase service dedicated to the operations of the concession stand.*

5. **Question: What type of security systems will be installed at the concession stand? Cameras? Safe?**

✓ *No safe or cameras are being installed. It is the sole responsibility of the successful respondent to provide any security items they feel are needed to operate.*

6. **Question: Will there be access between the office, the utility room, and the concession area?**

   ✓ *No, that area is reserved for City of Ormond Beach staff.*

7. **Question: The answer given was "The City of Ormond Beach will supply utilities for the concession stand operation." To clarify, does this mean The City will pay monthly utilities charges incurred in and surrounding The Concession, i.e. power, lighting, gas, HVAC bills?**

   ✓ *Yes, the City of Ormond Beach will pay water, sewer and electric associated with the operation of the concession throughout the duration of the approved contract.*

8. **Question: Please clarify the point you intend to make entitled TAXES, on page 3 of 24. How does this relate to the Concessionaire? Are sales taxes to be collected on menu items bought by the Concessionaire and/or sold at The Concession?**

   ✓ *Yes, unless the concessionaire is a bona fide tax exempt entity, the concessionaire is responsible for collecting and reporting all appropriate sales tax associated with concessions operations.*

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR RFP

COMPANY NAME: Golden Eagle Associates, Inc.

SIGNATURE: [signature] **DATE:** Jan. 16, 2013

The foregoing changes are hereby incorporated into the Request for Proposals Requirements and Contract Documents for **Ormond Beach's Andy Romano Beachfront Park Concession, RFP No. 2013-03**, for the City of Ormond Beach.

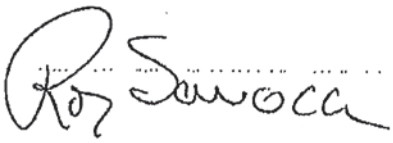
City of Ormond Beach, Florida
County of Volusia

END OF ADDENDUM NO. 2

Golden Eagle Associates, Incorporated

January 16, 2013

Roy Savoca, President of Golden Eagle Associates, Inc. is a duly authorized representative of the corporation and, as such, is authorized to commit the firm into a contract with the City of Ormond Beach. Roy is the designated point of contact for all information regarding the contract. This proposal is valid until April 30, 2013.



Roy Savoca
President
(386) 682-2111 Office
(386) 451-4838 Cell
roy@savoca.us

Golden Eagle Associates, Incorporated

Firm Profile

Golden Eagle Associates, Inc. is a Delaware corporation registered to do business in Florida. The corporation does business using the names Rita's Ices and Rita's Italian Ices. The corporation opened a store at 2429-41 North Atlantic Ave in Daytona Beach in May of 2008. The corporation operates several mobile carts throughout Volusia County.

The corporation consists of Roy Savoca (50% owner) as President and Kathy Savoca (50% owner) as Vice President.

In addition to the fixed location in Daytona Beach, the corporation operates several mobile facilities at venues including but not limited to, the City of Port Orange – Recreational Sports Facility, Daytona Beach Pop Warner Football, Ormond Beach Pop Warner Football, Bethune-Cookman University (at various sporting events and on campus), the Daytona Cubs, Daytona Lagoon, all Volusia County YMCA Swim meets, Daytona Beach Speed Swimming meets, Spruce Creek HS Swim meets.

The fixed location and the mobile operations have grown since their opening and continue to grow. The current plan is to expand the mobile operations by adding additional facilities and locations. The fixed location will continue to grow through increasing local awareness and increasing the products being offered.

Keeping customers continually interested (and regularly frequenting the location) requires a variety of offerings. The limited space of a concession stand restricts an operator's ability to overstock products. Our ability to operate fixed and mobile locations uniquely positions us for success operating the Andy Romano Park Concession Facility. Our ability to create a varied menu using the fewest base ingredients and the minimum number of dry goods will allow us to save on storage space without sacrificing the variety customers demand to regularly patronize the establishment. The success of our locations (fixed and mobile) demonstrates this ability. Our ability to operate in the variety of venues demonstrates our flexibility to adapt to the various requirements of our hosts. The close proximity of our fixed location will allow us to easily restock items as needed. In any venture of this nature, customer service is a key to success. Our experience in this area is second to none.

Several of the local Colleges and Universities have hospitality programs. Students in these programs are perfect candidates for the concession stand. They have knowledge of the business and, as college students, have demonstrated an ability to learn. We do not limit our search to only hospitality students; we look at any person with strong interpersonal skills and an ability to learn. Our on-campus presence provides the ability to recruit students who meet our criteria. Many of the local people possess the same skills; our contact with them through our fixed location allows us to reach out to them with employment opportunities. We strongly support diversity. Our current staff ranges in age from college age to mid 50s, is multiracial, and men and women.

Federal ID - 208092543

Golden Eagle Associates, Incorporated

Business Plan

A day at the beach should be one of stress free fun. Our vision for the Andy Roman Park Concession stand is to aid in this goal by minimizing the number of items a family (or person) needs to bring to the beach. To accomplish this we will be providing a reasonable source for forgotten items (sunglasses and sunscreen), snacks, hot and cold beverages, breakfast, and lunch.

The business will require a dipping cabinet, a chest freezer, a beverage refrigerator, a refrigerator, a safe, ice maker, 2 cash registers, a hot dog roller, a toaster, hot cheese dispenser, and 2 slow cookers. Our managers will be knowledgeable of all equipment and will call appropriate service technicians when a problem is encountered. We will schedule regular maintenance by certified technicians as specified by the manufacturer or industry standards. The total cost of the equipment is estimated to be less than $5,000 and will be paid for from company reserves.

We will be using the same training methodology used in our fixed location. The training consists of classroom (or virtual classroom) familiarization with the business, the job details, procedures for making customer products, cleaning, opening and closing procedures, and use of the equipment. This is followed with on site training with an experienced team member. The trainee team member must take a food safety class (Food Safety Management Principle 2nd Edition by NEHA Training) and pass the associated exam.

We anticipate a three pronged approach to opening the concession stand. One prong will be to find and hire a staff. The staff will consist of senior and junior people. We foresee the summer staff being larger than the winter staff. The second prong will be the specifying and purchasing of the equipment. We estimate these steps will take approximately 1 month. The third prong will be to contact the health department and work with them to certify the location. In our past experience this process can be accomplished in a week. This becomes a question of the coordination and timing of the equipment installation, the delivery of inventory, the inspector's availability, and the issuing of the CofO. After the equipment is installed and tested, we will begin in-store training. The in-store training will take approximately 1 week.

We are strong believers in being "Green". Wherever practical we use green products and methods. We reduce power consumption by using CFLs, turning off unused equipment, setting equipment to minimum setting required, and using times and set back thermostats. We use energy star equipment whenever practical. We serve in green containers i.e. paper cups rather than Styrofoam. We identify all materials which are recyclable and recycle them.

Our current beachside location does approximately 26,000 transactions per year; we assume 40% of those transactions occur during "beach" hours. Each transaction consists of 2 to 3 treats. Using this as a basis conservatively we estimate 2.5 times the number of transactions for an on beach location – 26,000 transactions. On the low side; if each transaction consists of 2 $3.50 items then total sales would be $182,000 including 6.5% sales tax; 170,892 sales without sales tax. Using $11.00 per transaction the numbers become $286,000 and 268,545 respectively.

We propose the following fee schedule:

Annual Guarantee - $ 10,000
Percentage of Sales 12% from $ 100,001 to 175,000
15% above $ 175,000

Using the numbers above on 170,892 in sales we would pay
$ 10,000 - Annual Guarantee
$ 20,507 - % Sales
$ 30,507 - Total

Using the numbers above on 268,545 in sales we would pay
$ 10,000 - Annual Guarantee
$ 35,031 - % Sales
$ 45,031 - Total

We will increase these numbers by 1% per year

Hours of Operation:

Winter - Monday to Thursday - Noon to Park Close
Friday, Saturday, and Sunday - 10am to Park Close

Summer -- Sunday to Monday -- 8am to Park Close

Golden Eagle Associates, Incorporated

Sample Menu

All prices include Sales Tax

Sunscreen	$ 7.00
Aloe Vera	$ 7.00
Sunglasses	$ 5.00
English Muffin	$ 1.25
Yogurt Parfait	$ 2.75
Pulled Pork Sandwich With Cole Slaw and Water	$ 5.00
Pulled Pork Sandwich With Cole Slaw and Soda	$ 5.50
Pulled Pork Sandwich With Cole Slaw and Gatorade	$ 6.00
Chicken Breast Sandwich With Cole Slaw and Water	$ 5.00
Chicken Breast Sandwich With Cole Slaw and Soda	$ 5.50
Chicken Breast Sandwich With Cole Slaw and Gatorade	$ 6.00
Add Cheese to Any Sandwich	$ 0.50
Hot Dogs with Chips	$ 3.00
Chili Dogs with Chips	$ 4.00
Chili with Chips	$ 4.00
Bottled Water	$ 1.00
Bottled Soda	$ 1.50
Gatorade	$ 2.00
Fresh Lemonade	$ 2.50
Coffee/Tea (small)	$ 1.50
Coffee/Tea (large)	$ 2.00
Nachos with Cheese	$ 3.00
Nachos with Cheese and Chili	$ 4.00

Golden Eagle Associates, Incorporated

References

Venues

Bethune-Cookman University
Matt Knox – Assistant Athletic Director Marketing and Promotions
(386) 481-2033
(386) 481-2238 FAX
knoxm@cookman.edu
Fall 2011 – current

Daytona Cubs
Josh Lawther – Assistant General Manager
(386) 257-3172
(386) 257-3382
joshlawther@daytonacubs.com
Spring 2010 – Current

City of Port Orange – Parks and Recreation
Mike Peace – Athletic Supervisor
(386) 506-5855
(386) 756-5351
mpeace@port-orange.org
Fall 2011 – Current

Suppliers

B&S Paper & Janitorial Supplies
JoAnn Biddle – Account Manager
(386) 253-1860
(386) 253-4082 FAX
jorunn22@aol.com

Restaurant Depot
Craig Miller
(718) 559-4221
(718) 359-9079
cmiller@jetrord.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2024

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: Stephanie K Smith	
Ancient City Insurance 2800 N. Fifth Street,Suite 301 St. Augustine FL 32084	PHONE (A/C, No, Ext): (904) 827-1915	FAX (A/C, No): (904) 827-1975
	E-MAIL ADDRESS: stephanie@ancientcityinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Employers Preferred Ins Co (EPIC	10346
INSURER B: Centauri Insurance	12573
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Golden Eagle Associates Inc dba Ormond Beach Concessions
212 Cessna Blvd, Unit 7

Port Orange FL 32128
(386) 451-4742

COVERAGES SS **CERTIFICATE NUMBER:** Cert ID 30207 (1) **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	
B	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			BOP000054908	06/14/2024	06/14/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Hired & Nonowned A	$ 300,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			EIG237162408	06/06/2024	06/06/2025	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Holder is additional insured with respects to General Liability coverage evidenced herein.

CERTIFICATE HOLDER

City of Ormond Beach
22 S Beach St
Ormond Beach FL 32174

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Stephanie K Smith

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RESOLUTION NO. 2023-209

A RESOLUTION AUTHORIZING AND APPROVING A RENT CREDIT AND A TEMPORARY RENT REIMBURSEMENT PLAN FOR GOLDEN EAGLE ASSOCIATES, INC. REGARDING THE OPERATION OF THE CONCESSION STAND AT THE ANDY ROMANO BEACHFRONT PARK; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Golden Eagle Associates, Inc. entered into an Agreement for the operation of a concession stand located at the Andy Romano Beachfront Park dated, March 21, 2013, and

WHEREAS, as a result of Hurricane Ian and Hurricane Nicole, access to the beach from the park was destroyed resulting in a reduction in patrons and an estimated 35% reduction in concession sales compared to previous years, and

WHEREAS, Roy Savoca, President of Golden Eagle Associates, Inc., has petitioned the City Commission for a credit of $2,333.36 which amounts to 35% of the total rent paid for the months of March-October 2023 (total paid $6,666.64 x 35%), and

WHEREAS, in order to offset the continued financial hardship associated with a reduction in concession sales due to the destruction of beach access, a temporary rent reimbursement plan is being offered to Golden Eagle Associates, Inc. until beach access is restored, estimated to be January 2025, and

WHEREAS, Golden Eagle Associates, Inc. will continue to pay the full rent amount of $833.33 and may request a quarterly reimbursement (not to exceed 35%) by showing receipts reflecting the difference in the volume of sales for the current quarter compared to the average sales for the same quarter over the prior three years, and

WHEREAS, the City Commission finds both requests to be reasonable and in the overall best interest of all parties, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves and authorizes a credit for rent paid for the months of March–October 2023 in the amount of $2,333.36 to Golden Eagle Associates, Inc. to offset the financial hardship associated with a reduction in concession sales due to the destruction of beach access from the park to the beach following Hurricanes Ian and Nicole.

SECTION TWO. The City Commission hereby approves and authorizes a temporary rent reimbursement plan to Golden Eagle Associates, Inc. to allow for a rent credit based on loss of concession sales for the current quarter compared to the average sales for the same quarter over the prior three years; said credit not to exceed 35% in any given quarter. This temporary reimbursement plan will terminate when beach access is restored.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of December, 2023.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2023\12-05-23\23-209 Golden Eagle rent reduction (P23-0226).doc

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Golden Eagle Associates, Inc., individually and d/b/a Rita's Ices** ("Contractor"), 212 Cessna Blvd., Unit 7, Port Orange, FL 32128, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 16, 2013, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year and may be automatically renewed for additional one (1) year periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

3. **Consideration.** Contractor shall pay to the City an Annual Guarantee and an Annual Percentage Fee as set forth on Exhibit "A".

4. **Termination of Agreement.**
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

5. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

6. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

7. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

8. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Golden Eagle Associates, Inc.**
Joyce Shanahan, City Manager	Roy Savoca, President
(copy to City Attorney)	212 Cessna Blvd., Unit 7
22 South Beach Street	Port Orange, FL 32128
Ormond Beach, FL 32174	

9. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

10. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

11. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

12. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

13. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

14. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

15. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 14 above. Such payment on behalf of the City shall

be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

16. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

17. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

(a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

$100,000. Each Accident Bodily Injury by Accident
$100,000. Each Employee Bodily Injury by Disease
$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products &

	$ 50,000	Completed Operations Fire Damage (any one fire)
$3,000,001 & over		20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

*NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

(e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

18. **Requirements for Certificates of Insurance.**

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies

shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on all policies of insurance and certificates thereof.

19. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

20. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 19th day of March, 2013.

Witnesses:

Print Name: Lois Towey

Print Name: Colby Cuento

CITY OF ORMOND BEACH

By: Ed Kelley
ED KELLEY
Mayor

By:
JOYCE SHANAHAN
City Manager

DATED this 21st day of March, 2013.

Witnesses:

Print Name: Colby Cuento

Print Name: _____

GOLDEN EAGLE ASSOCIATES, INC.

By: Roy Sanoca
Print Name: Roy Sanoca
Title: President

Attest: _____
Print Name: _____
Title: _____

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Ormond Beach's Andy Romano Beachfront Park Concession**

RFP NUMBER: **2013-03**

RFP OPENING DATE & TIME: **December 12, 2012 – 3:00pm**

RFP OPENING LOCATION: **2nd Floor Conference Room, City Hall, 22 South Beach Street**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Golden Eagle Associates, Inc.

PROPOSER'S MAILING ADDRESS: 212 Cessna Blvd. Unit 7

CITY-STATE-ZIP: Port Orange, FL 32128

F.E.I.N.: 20-8092543

PHONE NUMBER: (386) 682-2111 FAX NUMBER: N/A

If returning as a "No Submittal", please state reason (s):

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X Roy Savoca
AUTHORIZED SIGNATURE (MANUAL)

Roy Savoca
NAME (TYPED)

President
TITLE

January 16, 2013
DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of Onvia DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than Onvia DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

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.

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RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost

and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals to provide concession services for the City of Ormond Beach's Andy Romano Beachfront Park *(OBARBFP)* as more particularly set forth in this RFP. The concession stand consists of a single-window service counter and a total operating space of 19'8"x 17'8" equipped with triple wash sink, and a power supply consistent with running coolers, ice machines, etc. The successful Respondent or Respondents will demonstrate the ability to provide a safe, consistent and reliable delivery system for the specified goods and services that will:

1. Maximize the public's use and enjoyment of the park;
2. Encourage tourism;
3. Provide an accurate and verifiable system to account for all revenue collected;
4. Provide an accurate and verifiable system to determine the dates and times of operation;
5. Adequately compensate the City of Ormond Beach, as the trustee of the public's interest in Ormond Beach's Andy Romano Beachfront Park and to offset the City's costs of operating and maintaining the park.

II. SCOPE OF SERVICES

Concession Operations

a) The successful respondent shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to Concessionaires.

b) The successful respondent shall provide all necessary equipment related to operating a successful concession business. *For Example:* coffee machines, refrigerators, ice machine, coolers, etc., are the sole responsibility of the contracted Concessionaire. The Concessionaire shall make any repairs caused by Concessionaire's negligence at Concessionaire's expense. Existing items within the designated concession stand will remain the City's throughout the duration of the contract. Equipment or replacement equipment desired by the Concessionaire will be acquired and installed at Concessionaire's expense. If any public agency having jurisdiction over such matters require safety or other improvements to any of the equipment used by the Concessionaire in their operations, Concessionaire shall be required to effect these improvements at their sole expense. Any desired modifications to existing concession stand must obtain prior approval by the Director of Leisure Services or his/her designee. All approved modifications become property of the City of Ormond Beach.

c) The public's right shall not be infringed upon by an activity of the Concessionaire or any of its employees, agents, or subcontractors. The activities of the Concessionaire shall be such as to render service to the public in a dignified manner.

d) The Concessionaire shall use no undue pressure, coercion or persuasion in an attempt to influence the public to use the services or products of the Concessionaire.

e) Except as expressly permitted by the resulting contract, solicitation outside of the designated concession area is prohibited.

f) The Concessionaire shall operate in a manner that will ensure the convenience and safety of the public.

g) All employees, officers, agents, and subcontractors of the Concessionaire shall be neatly attired in uniforms that properly identify them as official City of Ormond Beach Concessionaire personnel.

h) The design of such uniforms shall be subject to the prior approval of the City of Ormond Beach's Director of Leisure Services or his/her designee. All uniforms worn shall be maintained in a neat and clean manner.

i) All employees, officers, agents, and subcontractors of the Concessionaire shall wear photo identification badges that will be furnished by and at the expense of the awarded Respondent.

j) The City of Ormond Beach's Director of Leisure Services or his designee shall have the right to require any employee(s) of the Concessionaire to be permanently removed from the beach premises whenever it appears to be in the best interest of the City of Ormond Beach.

k) The Concessionaire shall be required to participate in any food, beverage and product sponsorship agreements currently in place with the City of Ormond Beach or any which may be put in place during the term of the Contract.

l) The Concessionaire shall offer quality products at competitive prices at least consistent with similar goods and services presently being offered locally in other local facilities.

m) All pricing for all goods and services are to be posted and visible for all customers.

n) The concessionaire will be responsible for the signing in and out of the mobility impaired chair (MIC) stored onsite. Please note there is no rental fee associated with the usage of the MIC. Procedures for usage of the MIC will be determined and approved by the Director of Leisure Service or his/her designee.

Maintenance

a) The Concessionaire shall maintain all facilities and equipment in a clean and sanitary condition. All food and beverage facilities shall be in accordance with all applicable rules, ordinances and/or laws pertinent to the health authorities

of Volusia County, the Florida State Board of Health and any other health department having jurisdiction.

b) The Concessionaire shall be responsible for maintaining a clean, safe and appealing environment in and around the concession area. The Concessionaire shall develop and adhere to a recycling program approved by the City of Ormond Beach.

Personnel and Experience of the Concessionaire

a) All persons involved in concession activities are required to undergo a background check and drug test at the Concessionaire's expense. In addition, it is the Concessionaire's responsibility to insure all new hires, officers, and agents, are communicated to the City of Ormond Beach's Director of Leisure Services or his/her designee after completion of the background checks and drug testing. It is the responsibility of the successful Respondent to issue individual identification badges upon successful completion of the background check and drug test. No individual shall be permitted to work in the park without this identification. The City of Ormond Beach reserves the right to request random drug testing of all of the successful Respondent's personnel.

b) The City of Ormond Beach includes a diverse population and the successful Respondent shall reflect this diversity by encouraging diversity in employment of concessions.

c) The successful Respondent shall have documented experience in the applicable industry for the goods and services which will be managed. This documentation and references are a requirement and evaluation factor of this RFP.

Concession Fee

A. As consideration for the City of Ormond Beach granting the concession privileges to the successful Respondent or Respondents, the Concessionaire shall pay to the City of Ormond Beach an Annual Guarantee *and* an Annual Percentage Fee, as follows:

Annual Guarantee:
For each lease year, or pro rata portion thereof, during the term of the Contract, the Concessionaire shall pay to the City of Ormond Beach, in twelve equal payments, monthly in advance, an Annual Guarantee as proposed by the Respondent, *and*

Annual Percentage Fee:
For each lease year during the term of the Contract, the Concessionaire shall pay to the City of Ormond Beach no later than May 15th, an Annual Percentage Fee proposed by the Respondent of the Gross Receipts reported on the previous year's Income Tax Return derived from the operation of the Beach Concession.

B. The proposed Annual Guarantee and Annual Percentage Fee will be factors in the decision to award a Contract to the successful Respondent. The agreed upon Annual Guarantee and Annual Percentage Fee will increase annually by an amount proposed by

the Respondent, which will also be a factor in the decision to award a Contract. The annual increase of the Annual Guarantee and Annual Percentage Fee will take effect at the anniversary of each Contract term.

C. This concession fee shall not be listed as a separate line item on any receipt provided to any customer or member of the public.

Reporting and Financials

a) The successful Respondent shall ensure all concession venues are equipped with a cash register system with duplicate receipt capability.

b) Concessionaire shall provide quarterly income statements and will be required to send these reports electronically to the City of Ormond Beach's Director of Leisure Services and City of Ormond Beach Finance Director.

c) The City of Ormond Beach reserves the right to audit any financial documentation at anytime.

d) Respondent shall include in the quarter report, days and time worked for the reporting month. This information shall be verifiable through the cash register system.

Menu Items

The successful Respondent is expected to serve quality pre-packaged food, drink and sundry items (example: ice cream, potato chips, crackers, canned/bottled sodas, water, suntan lotion, etc.) to meet the needs of the visiting public. Simple menu items should be offered at competitive prices. Alcoholic beverages are not permitted on the premises. Each proposer will be required to include a sample menu of products to be offered with a proposed price list corresponding to each product.

III. TERM OF AGREEMENT

The successful Respondent shall comply with all federal, state and local rules and regulations regarding food handling, operation of a concession business, and any other laws that would apply to operating a similar type of business. Special attention must be paid to the regulations outlined by the State of Florida, Department of Professional and Business Regulation, Division of Hotels and Restaurants.

The initial term of this agreement shall be for a period of one (1) year and will be automatically renewed for one year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. QUALIFICATIONS

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non-responsive. The Proposer shall, at the time of

Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.

- Must be a registered Concessionaire in Florida.
  - Must submit copy of license with proposal.
- Must complete all attached contract documents.
- Must submit a sample menu including all items and pricing.
- A schedule of operations must be submitted with proposal and any deviation from that schedule must be approved by the Leisure Services Director or his/her designee.
- Must submit a proposed schedule of hours of operation for the concession for Winter Season and Summer Season. This schedule of hours of operation shall be in the best interests of meeting the needs of the public and will be a factor in the decision to award a Contract to the successful Respondent.

The Concessionaire shall have proven successful and progressive leadership (three years in a like business) in offering to the public those services as outlined. References are required as per the defined Evaluation Criteria listed in this package and shall be submitted on the forms provided with the proposal. A minimum of three (3)/maximum of five (5) customer references should include name and address of agency, length of contract, contact name, telephone number, fax number and email address. A minimum of two (2)/maximum of three (3) supplier references are also required and should include the above information.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

1. A Submittal Letter signed by authorized agent of the firm with documentation, such as a Memorandum of Authority, that this individual is authorized to commit the firm to a Contract. Clearly state the name, title and contact information for the individual designated by the firm as contact point for any requests for additional information required by Volusia County.

2. A profile of the firm, including:

   a. A brief history of the business.

   b. Organizational structure of business.

   c. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.).

   d. Ownership interests.

   e. Active business venues (counties, states, cities, etc.).

   f. Present status and projected direction of business.

   g. The overall qualifications of the business to provide the services requested.

h. The qualifications of the firm's employees who will work on this contract.

i. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida.

j. Federal Identification Number of firm.

3. Business Plan
   The business plan should include the approach to the project and vision of Beach concessions; it should include the following:
   - Equipment and inspection plan
   - Training plan
   - Transition plan and timeline
   - Green initiatives.

4. References
   List at least three (3) recent references where the proposed services have been used within the past year.

5. Business Tax Receipt (BTR)
   To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

6. Concenssionaire Registration/License
   Respondent must provide proof of that they have properly registered as a Concessionaire in the State of Florida.

7. Menu:
   Respondent must provide a sample menu with the proposal.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: chris.byle@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 3:00 p.m., December 12, 2012.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum.

Please direct written inquiries to:

Chris Byle
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
Chris.byle@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: The City must receive one (1) unbound original and three (3) bound copies of your submittal no later than the date and time specified above. Submit proposals to: Chris Byle, Purchasing Coordinator, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

Evaluation Criteria:
For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (30 points)
Price (30 points)
References (30 points)
Business Plan (10 points)

Responsive proposals will be ranked in each of the criteria

The City reserves the following rights:
Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible Proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposer(s) prior to selection.

Request that Proposer(s) furnish additional information as the City may reasonably require.

Process the selection of the successful Proposer without further discussion.

Accept or reject qualifications or proposals in part or whole.

Limit and/or determine the actual contract services to be included in a contract.

Engage outside experts to assist staff in evaluating the merits and viability of each Proposer.

Obtain information for use in evaluating submittals from any source.

Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of the City of Ormond Beach to do so.

The City shall be the sole judge of the proposer's qualifications.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 –(386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

EXHIBIT A
Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes.**

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

(a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

$100,000. Each Accident Bodily Injury by Accident
$100,000. Each Employee Bodily Injury by Disease
$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

a. Premises and Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation
d. Explosion, Collapse & Underground Conditions
e. Blanket Contractual Liability
f. Personal Injury Liability
g. Broad Form Property Damage Endorsement, including Completed Operations
h. Independent Contractors
i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)

j. Pollution Liability (if applicable)
k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

(c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

(e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with

the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date	Addendum Number
Dec. 6, 2012	Number 1
Jan. 11, 2013	Number 2

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Golden Eagle Associates, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: FEIN 20-8092543

ADDRESS: 212 Cessna Blvd. Unit 7
Port Orange FL 32128

PHONE NO.: (386) 682-2111 FAX NO.: N/A

SUBMITTER'S NAME: Roy Savoca
(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I, Roy Savoca hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[X] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Golden Eagle Associates, Inc.
COMPANY NAME

Roy Savoca
AUTHORIZED SIGNATURE

Roy Savoca
NAME (PRINT OR TYPE)

President
TITLE

January 16, 2013
DATE

Golden Eagle Associates, Incorporated

In the spring of 2010 a dispute arose regarding a lease for space in the Pavilion in Port Orange. This resulted in a lawsuit against Golden Eagle Associates, Inc., Roy Savoca, and Kathy Savoca. In the spring of 2011 the dispute was resolved and the suit was dismissed with prejudice.

City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Golden Eagle Associates, Inc.
Company Name

Roy Savoca
Authorized Signature

Roy Savoca
Print Name

President
Title

ADDENDUM NO. 1
TO RFP DOCUMENTS FOR

Ormond Beach's Andy Romano Beachfront Park Concession:
RFP NO. 2013-03

December 6, 2012

TO: All Prospective Proposers

SUBJECT: Addendum NO. 1 to the Request for Proposals
Ormond Beach's Andy Romano Beachfront Park Concession
RFP No. 2013-03

This addendum is being issued to provide all prospective proposers with information on answers to questions and inquires to the proposal. **Please note the RFP Opening date has changed and is scheduled for January 18, 2013, at 3:00 p.m.,** in the Upstairs Conference Room, located at City Hall, 22 South Beach Street, Ormond Beach, Florida.

In order to give a timely response, **additional questions pertaining to RFP No. 2013-03, Ormond Beach's Andy Romano Beachfront Park Concession will be received until 5 p.m. on January 9, 2013** with a final addendum to be issued shortly thereafter if needed.

1. **Question: The question I have is in the Menu Items section(page 8),:" The Successful Respondent is expected to serve quality pre-packaged food; drinks". Does this mean all foods served must be prepackaged and prepared of premises, no Fryer, no Griddle, and no Soda Fountain?**

   ✓ *The City will consider all proposals whether for pre-package food, prepared food, or a combination of offerings. Microwave ovens, soda fountains, electric commercial hotdog rollers, and similar devices may be utilized. However, the facility is not equipped to facilitate onsite cooking.*

2. **Question: Will there be beach access from the Park, and will there be signage outside the Park indicating this?**

   ✓ *Yes, there will be beach access from the park. Signage will follow Volusia County standards of design and placement.*

3. **Question: Will the City allow signage, i.e.: *Hershey's Ice Cream*, and would this signage be visible to travelers along A1A?**

   ✓ *Removable signage will be located at concession window only. The sign will not be visible from A1A as current codes do not allow for this.*

4. **Question: The description of the concession stand "consisting of" does not mention air conditioning. Will the building be air conditioned?**

   ✓ *Yes*

5. **Question: Along those lines, I did not see it mentioned who is responsible for utilities costs?**

   ✓ *The City of Ormond Beach will supply utilities for the concession stand operation.*

6. **Question: The bid states "adequately compensate the City of Ormond Beach to offset City costs of operating and maintaining the park". Does the City have an estimate of what those costs will be and, if you can, let me know what percent of those costs you expect to have the concession stand provide.**

   ✓ *The City does not have a specific expectation as to the revenue generated by the concession stand in relation to the total cost to operate and maintain the park. Each proposer will need to determine the amount of concession fees they are willing to pay based upon their expected gross margin. The proposed concession fees (annual guarantee amount and annual percentage fee) will be part of the determination for award used by the selection committee.*

7. **Question: Regarding "properly or neatly attired in uniform as City of Ormond Beach Concessionary personnel", will the City provide the uniforms or will there be a cost to obtain them?**

   ✓ *No. It is the successful respondent's responsibility to provide uniforms for their staff.*

8. **Question: "Initial term of this agreement shall be for one year and automatic renewal for one year thereafter." Does this mean that a new bid offering will go out every two years for the concession stand?**

   ✓ *No. Both the City and the winning proposer will have the ability to decide each year if the contract is renewed for another annual term.*
   The language for the terms of the contract are amended to read: The initial term of this agreement shall be for a period of one year ***with automatic annual renewals thereafter*** *unless either party provides at least ninety days prior written notice to the other party of their intent not to renew the agreement.*

9. **Question: "Schedule of Operation": Is the City expecting the concession to be open the same hours as the Park.**

   ✓ *No, that is a bid qualifier and as such will be part of the determination for award by the selection committee.*

10. ***Question:*** **If so, does the City post the hours, i.e.:** ***Park open from dusk to dawn?***

    ✓ *Park hours will be posted.*

11. **Question: Will the Park provide a seating area with umbrellas or is there a covered area with picnic tables near the concession?**

    ✓ *The park will have several covered areas with picnic tables.*

12. **I am not familiar with the workings of "Payment and Performance Bonds". Would you please provide clarification of this on pages 14 and 15 and the service bond on page 16?**

    ✓ *This is standard language used in all requests for proposals and is not applicable to this particular proposal. Neither payment and performance bonds nor service bonds will be required.*

13. **Question: Are there exceptions to payment agreement of the annual guarantee and annual percentage fee in the case of a serious weather condition such as hurricane or tornado which would drastically affect the operation and income of the concession?**

    ✓ *In the event that the concession stand cannot be operated as a result of a natural disaster, the City will consider a request for temporary abatement of the concession fees.*

14. **Question: It appears that the concept is that the concession be a full service operation selling in addition to ice cream, a variety of packaged snack and food items. Do you also anticipate that the concessioner would offer cooked items, such as burgers, hot dogs, French fries, etc.?**

    ✓ *As indicated in answer #1, the facility is not equipped for cooking.*

15. **How much floor space total is in the RFP**

    ✓ *19'8" x 17"8", 352 square feet.*

16. **Will there be a hood installed on the property? If no, can we submit a bid that includes one as well?**

    ✓ *There will not be a hood installed.*

17. **Is there a grease trap available? Once again, if no, can we submit a bid that includes one?**

    ✓ *A grease trap is not available.*

18. **What is your vision for this property and when can we meet to discuss?**

    ✓ *The vision is to have a concession stand that serves the visitors of Ormond Beach's Andy Romano Beachfront Park with quality food and sundries, while representing the City of Ormond Beach in a positive, professional manner. After reviewing all submissions, the RFP committee will contact the top proposers for further discussion.*

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR RFP

COMPANY NAME: Golden Eagle Associates, Inc.

SIGNATURE: RJ Sanoca **DATE:** Jan 16, 2013

The foregoing changes are hereby incorporated into the Request for Proposals Requirements and Contract Documents for **Ormond Beach's Andy Romano Beachfront Park Concession, RFP No. 2013-03**, for the City of Ormond Beach.

City of Ormond Beach, Florida
County of Volusia

END OF ADDENDUM NO. 1

ADDENDUM NO. 2
TO RFP DOCUMENTS FOR

Ormond Beach's Andy Romano Beachfront Park Concession:
RFP NO. 2013-03

January 11, 2013

TO: All Prospective Proposers

SUBJECT: Addendum NO. 2 to the Request for Proposals
Ormond Beach's Andy Romano Beachfront Park Concession
RFP No. 2013-03

This addendum is being issued to provide all prospective proposers with information on answers to questions and inquires to the proposal. Please note the **RFP Opening** date has not changed and is scheduled for **January 18, at 3:00 p.m.,** in the Upstairs Conference Room, located at City Hall, 22 South Beach Street, Ormond Beach, Florida.

1. **Question: Are there any food, beverage, or product sponsorship agreements currently in place for the City of Ormond Beach?**

   ✓ *There are currently no such agreements in place.*

2. **Question: After the initial drug test; who is responsible for the fees associated with the random drug testing?**

   ✓ *Random drug testing will be at the sole expense of the contracted concessionaire.*

3. **Question: Who is responsible for the cleaning and restocking of the restrooms?**

   ✓ *City of Ormond Beach staff will be responsible for the stocking, upkeep and maintenance of the restrooms.*

4. **Question: What will the electrical amperage available to the concession stand be?**

   ✓ *There is a 100amp, single phase service dedicated to the operations of the concession stand.*

5. **Question: What type of security systems will be installed at the concession stand? Cameras? Safe?**

✓ *No safe or cameras are being installed. It is the sole responsibility of the successful respondent to provide any security items they feel are needed to operate.*

6. **Question: Will there be access between the office, the utility room, and the concession area?**

   ✓ *No, that area is reserved for City of Ormond Beach staff.*

7. **Question: The answer given was "The City of Ormond Beach will supply utilities for the concession stand operation." To clarify, does this mean The City will pay monthly utilities charges incurred in and surrounding The Concession, i.e. power, lighting, gas, HVAC bills?**

   ✓ *Yes, the City of Ormond Beach will pay water, sewer and electric associated with the operation of the concession throughout the duration of the approved contract.*

8. **Question: Please clarify the point you intend to make entitled TAXES, on page 3 of 24. How does this relate to the Concessionaire? Are sales taxes to be collected on menu items bought by the Concessionaire and/or sold at The Concession?**

   ✓ *Yes, unless the concessionaire is a bona fide tax exempt entity, the concessionaire is responsible for collecting and reporting all appropriate sales tax associated with concessions operations.*

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR RFP

COMPANY NAME: Golden Eagle Associates, Inc.

SIGNATURE: [signature] **DATE:** Jan. 16, 2013

The foregoing changes are hereby incorporated into the Request for Proposals Requirements and Contract Documents for **Ormond Beach's Andy Romano Beachfront Park Concession, RFP No. 2013-03**; for the City of Ormond Beach.

City of Ormond Beach, Florida
County of Volusia

END OF ADDENDUM NO. 2

Golden Eagle Associates, Incorporated

January 16, 2013

Roy Savoca, President of Golden Eagle Associates, Inc. is a duly authorized representative of the corporation and, as such, is authorized to commit the firm into a contract with the City of Ormond Beach. Roy is the designated point of contact for all information regarding the contract. This proposal is valid until April 30, 2013.

Roy Savoca

Roy Savoca
President
(386) 682-2111 Office
(386) 451-4838 Cell
roy@savoca.us

Golden Eagle Associates, Incorporated

Firm Profile

Golden Eagle Associates, Inc. is a Delaware corporation registered to do business in Florida. The corporation does business using the names Rita's Ices and Rita's Italian Ices. The corporation opened a store at 2429-41 North Atlantic Ave in Daytona Beach in May of 2008. The corporation operates several mobile carts throughout Volusia County.

The corporation consists of Roy Savoca (50% owner) as President and Kathy Savoca (50% owner) as Vice President.

In addition to the fixed location in Daytona Beach, the corporation operates several mobile facilities at venues including but not limited to, the City of Port Orange – Recreational Sports Facility, Daytona Beach Pop Warner Football, Ormond Beach Pop Warner Football, Bethune-Cookman University (at various sporting events and on campus), the Daytona Cubs, Daytona Lagoon, all Volusia County YMCA Swim meets, Daytona Beach Speed Swimming meets, Spruce Creek HS Swim meets.

The fixed location and the mobile operations have grown since their opening and continue to grow. The current plan is to expand the mobile operations by adding additional facilities and locations. The fixed location will continue to grow through increasing local awareness and increasing the products being offered.

Keeping customers continually interested (and regularly frequenting the location) requires a variety of offerings. The limited space of a concession stand restricts an operator's ability to overstock products. Our ability to operate fixed and mobile locations uniquely positions us for success operating the Andy Romano Park Concession Facility. Our ability to create a varied menu using the fewest base ingredients and the minimum number of dry goods will allow us to save on storage space without sacrificing the variety customers demand to regularly patronize the establishment. The success of our locations (fixed and mobile) demonstrates this ability. Our ability to operate in the variety of venues demonstrates our flexibility to adapt to the various requirements of our hosts. The close proximity of our fixed location will allow us to easily restock items as needed. In any venture of this nature, customer service is a key to success. Our experience in this area is second to none.

Several of the local Colleges and Universities have hospitality programs. Students in these programs are perfect candidates for the concession stand. They have knowledge of the business and, as college students, have demonstrated an ability to learn. We do not limit our search to only hospitality students; we look at any person with strong interpersonal skills and an ability to learn. Our on-campus presence provides the ability to recruit students who meet our criteria. Many of the local people possess the same skills; our contact with them through our fixed location allows us to reach out to them with employment opportunities. We strongly support diversity. Our current staff ranges in age from college age to mid 50s, is multiracial, and men and women.

Federal ID - 208092543

Golden Eagle Associates, Incorporated

Business Plan

A day at the beach should be one of stress free fun. Our vision for the Andy Roman Park Concession stand is to aid in this goal by minimizing the number of items a family (or person) needs to bring to the beach. To accomplish this we will be providing a reasonable source for forgotten items (sunglasses and sunscreen), snacks, hot and cold beverages, breakfast, and lunch.

The business will require a dipping cabinet, a chest freezer, a beverage refrigerator, a refrigerator, a safe, ice maker, 2 cash registers, a hot dog roller, a toaster, hot cheese dispenser, and 2 slow cookers. Our managers will be knowledgeable of all equipment and will call appropriate service technicians when a problem is encountered. We will schedule regular maintenance by certified technicians as specified by the manufacturer or industry standards. The total cost of the equipment is estimated to be less than $5,000 and will be paid for from company reserves.

We will be using the same training methodology used in our fixed location. The training consists of classroom (or virtual classroom) familiarization with the business, the job details, procedures for making customer products, cleaning, opening and closing procedures, and use of the equipment. This is followed with on site training with an experienced team member. The trainee team member must take a food safety class (Food Safety Management Principle 2nd Edition by NEHA Training) and pass the associated exam.

We anticipate a three pronged approach to opening the concession stand. One prong will be to find and hire a staff. The staff will consist of senior and junior people. We foresee the summer staff being larger than the winter staff. The second prong will be the specifying and purchasing of the equipment. We estimate these steps will take approximately 1 month. The third prong will be to contact the health department and work with them to certify the location. In our past experience this process can be accomplished in a week. This becomes a question of the coordination and timing of the equipment installation, the delivery of inventory, the inspector's availability, and the issuing of the CofO. After the equipment is installed and tested, we will begin in-store training. The in-store training will take approximately 1 week.

We are strong believers in being "Green". Wherever practical we use green products and methods. We reduce power consumption by using CFLs, turning off unused equipment, setting equipment to minimum setting required, and using times and set back thermostats. We use energy star equipment whenever practical. We serve in green containers i.e. paper cups rather than Styrofoam. We identify all materials which are recyclable and recycle them.

Golden Eagle Associates, Incorporated

Our current beachside location does approximately 26,000 transactions per year; we assume 40% of those transactions occur during "beach" hours. Each transaction consists of 2 to 3 treats. Using this as a basis conservatively we estimate 2.5 times the number of transactions for an on beach location – 26,000 transactions. On the low side; if each transaction consists of 2 $3.50 items then total sales would be $182,000 including 6.5% sales tax; 170,892 sales without sales tax. Using $11.00 per transaction the numbers become $286,000 and 268,545 respectively.

We propose the following fee schedule:

Annual Guarantee - $ 10,000
Percentage of Sales 12% from $ 100,001 to 175,000
15% above $ 175,000

Using the numbers above on 170,892 in sales we would pay
$ 10,000 - Annual Guarantee
$ 20,507 - % Sales
$ 30,507 - Total

Using the numbers above on 268,545 in sales we would pay
$ 10,000 - Annual Guarantee
$ 35,031 - % Sales
$ 45,031 - Total

We will increase these numbers by 1% per year

Hours of Operation:

Winter - Monday to Thursday - Noon to Park Close
Friday, Saturday, and Sunday - 10am to Park Close

Summer – Sunday to Monday – 8am to Park Close

Golden Eagle Associates, Incorporated

Sample Menu

All prices include Sales Tax

Sunscreen	$ 7.00
Aloe Vera	$ 7.00
Sunglasses	$ 5.00
English Muffin	$ 1.25
Yogurt Parfait	$ 2.75
Pulled Pork Sandwich With Cole Slaw and Water	$ 5.00
Pulled Pork Sandwich With Cole Slaw and Soda	$ 5.50
Pulled Pork Sandwich With Cole Slaw and Gatorade	$ 6.00
Chicken Breast Sandwich With Cole Slaw and Water	$ 5.00
Chicken Breast Sandwich With Cole Slaw and Soda	$ 5.50
Chicken Breast Sandwich With Cole Slaw and Gatorade	$ 6.00
Add Cheese to Any Sandwich	$ 0.50
Hot Dogs with Chips	$ 3.00
Chili Dogs with Chips	$ 4.00
Chili with Chips	$ 4.00
Bottled Water	$ 1.00
Bottled Soda	$ 1.50
Gatorade	$ 2.00
Fresh Lemonade	$ 2.50
Coffee/Tea (small)	$ 1.50
Coffee/Tea (large)	$ 2.00
Nachos with Cheese	$ 3.00
Nachos with Cheese and Chili	$ 4.00

City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 7.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Public Safety - Other		
Department:	Fire Department		
Subject:	Intent to Bid - Fire Department Dual Compliance Gear		
Summary:	The City intends to solicit bids for Fire Department Dual Compliance Gear. The dual compliance gear being requested will replace wildland/brush gear that is over 20 years old and no longer serviceable. In addition to updating the outdated wildland gear, it will allow firefighters to use the same gear for motor vehicle accidents (MVAs). Dual compliance gear helps reduce wear and repair costs on structural firefighting gear, which is currently used for these incidents. The new gear is more breathable, helping to combat heat-related fatigue during long calls, as it does not have the heavy thermal requirements of structural turnout gear.		
Financial Impact:	The total cost of the gear, $70,000, is included in the Fire Department General Fund budget for Fiscal Year 2024 - 25.		
Citizen Impact:	Firefighters will be able to work more efficiently and safely during MVAs and wildland operations.		
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise for the solicitation of bids for Fire Department Dual Compliance Gear, unless otherwise directed by the City Commission.		
Staff Contact:	Nathan Quartier, Deputy Fire Chief, (386) 676-3270		
Attachments:	1. BID 2024-14 Dual Compliance Gear		

Approval:	Kelly McGuire, Finance Director	10/21/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	10/22/2024
	Joyce Shanahan, City Manager	10/22/2024

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Dual Compliance Gear

BID NUMBER: 2025-14

BID OPENING DATE & TIME: December 10, 2024 @ 3:00 PM

BID OPENING LOCATION: **City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-BID MEETING DATE & TIME: N/A

PRE-BID MEETING LOCATION: N/A

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: _____

BIDDER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N. _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED)

_____
TITLE

_____
DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of

Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are <u>not</u> assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

City of Ormond Beach

Dual Compliance Gear
Bid No. 2025-14

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file, with all required attachments, by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall Room 102, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Robert Hart, by e-mailing rob.hart@ormondbeach.org. Questions will be accepted until December 2nd at 4:00 PM.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

Cost of Bid Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

TERM OF AGREEMENT:

The term of this agreement shall not extend beyond this singular bid process.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit a bid for the dual compliance gear listed on the bid schedule. The vendor will also be the point of contact between the City of Ormond Beach and the manufacturer on any warranty items, manufacturer defects, or routine repair work that is needed over the lifetime of the garments.

AWARD:

The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES:

Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
   (Title) (Business Name)
   which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this_____ day of_____,20_____, by_____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of Florida at Large: (seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal

City of Ormond Beach

Dual Compliance Gear
Bid No. 2025-14

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME

_____
TITLE

_____
DATE

City of Ormond Beach

Dual Compliance Gear
Bid No. 2025-14

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

BID RESPONSE FORM
(continued)

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

PHONE NO.: _____ EMAIL: _____

SUBMITTER'S NAME: _____
(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original Signature)
declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

Dual Compliance Gear
Bid No. 2025-14

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE

Item	Description	Quantity	Unit Price	Total Price
Coat	PGI Fireline Multi-Mission Tactical Jacket Style #58100-00-1470-98 (Sigma 4 star 7 osy/235 gsm Twill Weave Fabric in black with #FL-100-581 trim (3M Comfort Trim) in orange and gray. Coat will have FL-70/70 lettering on back stating "ORMOND BEACH" in high-vis orange. An American Flag patch will be on the left jacket sleeve. A department patch will be sewn on the right jacket sleeve	50		
Pants	PGI Fireline Multi-Mission Tactical Pant Style #78100-00-1470-98 (Sigma 4 star 7 osy/235 gsm Twill Weave Fabric in black with #FL-100-780 trim (3M Comfort Trim). Pants will include a FL-88 squish knee pad	50		
Helmet	ERB Americana Wildland Firefighter Helmet (3 white, 15 red, 32 black)	50		

TOTAL BID FOR CONTRACT **$**_____

(Figures)

_____

(Words)

The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality and interoperability. The City's Fire Chief or designee shall be the sole judge of the quality and interoperability of alternate products proposed and their decision will be final.

City of Ormond Beach

Dual Compliance Gear
Bid No. 2025-14

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
    (1) A physical business and location address;
    (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
    (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
    (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
    (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
c. Payment of business tax and real property tax due to the City of Ormond Beach is current
d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name:_____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an <u>eligible</u> local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by:_____ Date: _____

Attachment A
City of Ormond Beach
REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:
Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

Insurance Requirements

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2021-144 (9/22/21)]:

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors,

subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability

coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

(a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

$100,000 Each Accident Bodily Injury by Accident
$100,000 Each Employee Bodily Injury by Disease
$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

a. Premises, Operations, Products and Completed Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation

d. Explosion, Collapse & Underground Conditions
e. Blanket Contractual Liability
f. Personal Injury Liability
g. Broad Form Property Damage Endorsement, including Completed Operations
h. Independent Contractors
i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
j. Pollution Liability (if applicable)
k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

(c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

$1 Million	Combined Single Limit for Bodily Injury and Property Damage

(d) Excess Liability

For contracts $250,000 or greater an Excess Liability Policy of at least but not limited to $1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed $25,000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual

aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form 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
AGENDA ITEM

November 6, 2024 - City Commission

Number: 7.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Intent to Bid - Andy Romano Beach Front Park Hurricane Repairs		
Summary:	This item provides public notice of the City Commission's intent to issue an invitation to bid for the construction of the Andy Romano Beachfront Park Seawall Replacement Project. As a result of Hurricane Nicole in November 2022, the seawall at Andy Romano Beachfront Park experienced a partial failure. The seawall was inspected by a structural engineer, who determined the damaged wall is not repairable and does not meet current codes. On September 6, 2023, the City Commission accepted a proposal from Zev Cohen & Associates for the design and permitting of the reconstruction project. Zev Cohen and their sub-consultants have worked through the lengthy process of permitting these improvements through the Florida Department of Environmental Protection (Sea Turtles) and Federal Emergency Management Agency. WIth this design and construction, a new ADA-compliant ramp will be integrated into this wall replacement. The proposed ramp will be constructed of concrete and located on the North side of the park to better withstand the effects of tides and hurricanes. The included plans and specifications, prepared by Zev Cohen & Associates, fully restore Andy Romano to pre-damage condition with a new code-compliant sea wall, new beach access stairs, Native landscaping, replaced hardscaping, and a new more resilient ADA ramp.		
Financial Impact:	The Engineers cost estimate is $2,860,000. The City expects to receive reimbursement of 87.5% of the repair costs from FEMA and the State of Florida as the damage was the result of Hurricanes Ian and Nicole.		

	Approval of this item will require a budget amendment to allocate funding in Fund 301- General Capital Improvement.
Citizen Impact:	The proposed design allows for the wall to be installed from the beach, minimizing the impact of construction on park activities and visitors. Portions of the park will be temporarily closed to allow construction of the ADA Ramp, Stairs, and replacement of the native vegetation.
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise this project for competitive bidding, unless otherwise directed.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. Andy Romano Hurricane Repair Plans 2. Andy Romano Hurricane Repair Specs
Approval:	Kelly McGuire, Finance Director 10/24/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/24/2024 Joyce Shanahan, City Manager 10/24/2024

RECEIVED
July 8, 2024
OFFICE OF RESILIENCE
AND COASTAL PROTECTION
VO-2333 AR

APPROVED PLAN AS PERMITTED
BY THE OFFICE OF RESILIENCE AND COASTAL PROTECTION
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
APPROVED CONSTRUCTION AND ANY OTHER AUTHORIZED ACTIVITIES MUST COMPLY WITH ALL CONDITIONS OF THE PERMIT. CONSTRUCTION AND ACTIVITIES ARE STRICTLY LIMITED TO THOSE BOTH SHOWN ON THE APPROVED PLANS AND LISTED IN THE PROJECT DESCRIPTION. THIS PERMIT IS ISSUED PURSUANT TO CH. 161, F.S. AND OTHER PERMITS MAY BE REQUIRED.
Reviewed by — September 24, 2024 Date

ANDY ROMANO PARK

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

OWNER:
CITY OF ORMOND BEACH
22 S. BEACH STREET
ORMOND BEACH, FL 32174
PHONE NUMBER: (386)
CONTACT PERSON: ALEX SCHUMANN, P.E.
e-mail: alex.schumann@ormondbeach.org

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: RANDY HUDAK, P.E.
e-mail: rhudak@zevcohen.com

SURVEYOR:
ATLANTIC DRAFTING & SURVEYING, INC
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 264-8490
FAX NUMBER: (386) 845-9216
CONTACT PERSON: JOSEPH WOOLDRIDGE, PSM
e-mail: ads.inc.fl1@gmail.com

GEOTECHNICAL ENGINEER:
UNIVERSAL ENGINEERING SCIENCES, LLC
911 BEVILLE RD
SOUTH DAYTONA, FL 32119
(386) 756-1105
(386) 760-4067
CONTACT PERSON: CODY WILSON, P.E.
e-mail: CWilson@universalengineering.com

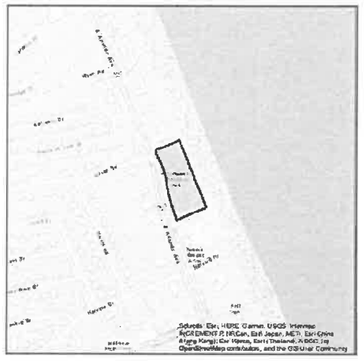
LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, PLA
e-mail: jstehr@zevcohen.com

PROJECT DESCRIPTION:

THIS PROJECT INCLUDES THE DESIGN AND PERMITTING SERVICES TO REPLACE AN EXISTING DAMAGED SEA WALL AND ADD A PERMANENT HANDICAP RAMP.

SITE INFORMATION:	
SITE ADDRESS:	838 S ATLANTIC AVE, ORMOND BEACH, FL 32176
PROJECT AREA:	18,050 SF (0.415 AC)
TAX PARCEL I.D. #:	422401180010
EXISTING ZONING:	PBD – PLANNED BUSINESS DEVELOPMENT
PROPOSED ZONING:	PBD – PLANNED BUSINESS DEVELOPMENT
EXISTING LAND USE:	CITY PARK
PROPOSED LAND USE:	CITY PARK
EXISTING FUTURE LAND USE:	TC – TOURIST COMMERCIAL

LAND USE TABLE:	ACREAGE	PERCENTAGE
EXISTING CONDITIONS:		
WETLAND AREA	0 AC	0%
UPLAND AREA	0.415 AC	100%
PROPOSED IMPROVEMENTS:		
CONCRETE SIDEWALK	1,070 SF (0.025 AC)	5.9%
PAVER SIDEWALK	550 SF (0.012 AC)	3.0%
HANDICAP & SEA WALLS	1,974 SF (0.038 AC)	9.3%
LANDSCAPE/OPEN SPACE	14,768 SF (0.339 AC)	81.8%
TOTAL PERVIOUS	14,768 SF (0.339 AC)	81.8%
TOTAL IMPERVIOUS	3,774 SF (0.086 AC)	18.2%



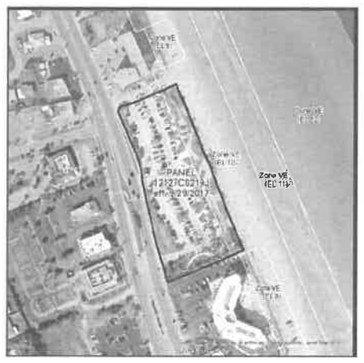
VICINITY MAP
SCALE: 1" = 500'



ZONING MAP
SCALE: 1" = 200'
CURRENT ZONING FOR THIS SITE IS: PLANNED BUSINESS DEVELOPMENT (PBD)



SOILS MAP
SCALE: 1" = 200'
THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS: 40–PALM BEACH–URBAN LAND–PAOLA COMPLEX, 0–8% SLOPES.



FLOOD ZONE MAP
SCALE: 1" = 200'
THE PROPERTY LIES IN:
FLOOD ZONE X, VE PER FEMA MAPS 12127C0219J

SHEET INDEX:

C1	COVER SHEET
C2–C3	CONSTRUCTION NOTES
C4	DEMOLITION & EROSION CONTROL PLAN
C5	OVERALL DEVELOPMENT PLAN
C6–C7	PAVING, GRADING & DRAINAGE PLAN(S)
C8	DEP DIMENSIONING PLAN
C9	DEP OVERALL CUT–FILL PLAN
C10	DEP RAMP ENLARGEMENT CUT–FILL PLAN
C11	CONSTRUCTION DETAILS
HA1–HA2	HARDSCAPE PLAN & DETAILS
LA1	LANDSCAPE PLAN & DETAILS
S1.0	STRUCTURAL GENERAL NOTES
S2.0	STRUCTURAL SITE PLAN
SD1.0–SD2.0	STRUCTURAL DETAILS

LEGAL DESCRIPTION:

PART OF ANDY ROMANO PARK – S. ATLANTIC AVENUE SECTION 24, TOWNSHIP 14 SOUTH, RANGE 32 EAST ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

****NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.****

90% CONSTRUCTION PLANS

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
WWW.ZEVCOHEN.COM

NO.	DATE	BY	SUBMITTALS / REVISIONS

ANDY ROMANO PARK
FINAL ENGINEERING PLANS
COVER SHEET
VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZC23150
DESIGNED BY: JB
DRAFTED BY: SDA
CHECKED BY: RH
DRAWING FILE: 81_23150.DGN

RANDY M. HUDAK P.E. LICENSE No. 85668 STATE OF FLORIDA PROFESSIONAL ENGINEER
RANDY HUDAK, P.E.
NOT VALID WITHOUT SEAL

SHEET: C1 OF 11

GENERAL NOTES

1. ALL CONSTRUCTION, DRAINAGE STRUCTURES AND OTHER SITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION OR THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE REQUIREMENTS, STANDARD CONSTRUCTION DETAILS & STANDARD SPECIFICATIONS, WHICHEVER IS MORE STRINGENT.
2. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL REVIEW AND SIGN SHOP DRAWINGS. THE CONTRACTOR SHALL SUBMIT REVIEWED SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL RELEVANT PERMITS AND CONSTRUCTION DOCUMENTS AVAILABLE ON THE JOB SITE AT ALL TIMES.
4. CONTRACTOR TO MAINTAIN THE SITE IN A SAFE AND SECURE MANNER TO PROTECT PUBLIC SAFETY AND THE CONDITIONS OF THE IMPROVEMENTS.
5. THE CONTRACTOR SHALL MAINTAIN, AT THE JOB SITE, A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE CHANGES ARE TO BE INCORPORATED IN THE "AS-BUILT" SURVEY FURNISHED TO THE ENGINEER.
6. SHOULD CONDITIONS VARY FROM THOSE SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD PRIOR TO CONTINUING CONSTRUCTION.
7. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THESE CONSTRUCTION PLANS REQUIRES APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH PRIOR TO PERFORMING THE WORK.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AN "AS-BUILT" SURVEY OF THE COMPLETED CONSTRUCTION. THE "AS-BUILT" SURVEY SHALL BE PREPARED IN ACCORDANCE WITH APPROPRIATE GOVERNMENTAL REGULATIONS AND ZC4 REQUIREMENTS. THE "AS-BUILT" SURVEY SHALL BE PREPARED ON ZC4'S DESIGN/PERMITTED PLANS. ELECTRONIC AND PAPER COPIES OF THE AS-BUILT SURVEY SHALL BE PROVIDED TO THE ENGINEER OF RECORD. THE "AS-BUILT" SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC SAFELY THROUGH THE WORK ZONE AT ALL TIMES. IF APPLICABLE, ANY SIDEWALK, LANE OR ROAD CLOSURE REQUIRES REVIEW AND APPROVAL IN ADVANCE AND A SEVEN (7) DAY MINIMUM NOTICE TO THE CITY OF ORMOND BEACH/VOLUSIA COUNTY TRAFFIC OPERATIONS (386-239-6836). THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIRED COORDINATION.
10. MAINTENANCE OF TRAFFIC MILL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS, LATEST EDITIONS.
11. CONTRACTOR TO NOTIFY THE REGULATORY AGENCIES FORTY EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL SEND COPIES OF ALL TESTING REPORTS TO THE REGULATORY AGENCIES AND THE ENGINEER OF RECORD.
12. SURVEY INFORMATION PROVIDED BY ATLANTIC DRAFTING & SURVEYING, INC. DATED 10/13/2023. ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE SHOWN IN FEET, STATE PLANE COORDINATES ARE BASED UPON NAD 83.
13. ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. THE CONTRACTOR SHALL EMPLOY A SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REPLACE/RESTORE ANY PROPERTY OR LAND MARKERS DISTURBED BY CONSTRUCTION ACTIVITIES.
14. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURES SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S).
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AS WELL AS THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND E.P.A. (NPDES). CONTRACTOR SHALL ESTABLISH BEST MANAGEMENT PRACTICES AND EROSION CONTROL METHODS PRIOR TO COMMENCING ANY SITE CLEARING OR DEMOLITION AND SHALL MAINTAIN THOSE BARRIERS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT'S NPDES PERMITTING, INSPECTION AND REPORTING, IF APPLICABLE.
17. **ALL DELINEATED WETLAND AREAS SHALL BE STAKED AND FENCED WITH TYPE II SILT FENCING PRIOR TO CONSTRUCTION. FENCING SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION IS COMPLETED. LIMITS OF SILT FENCE SHOWN ON PLANS ARE APPROXIMATE AND ARE TO BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS AND/OR AS DIRECTED BY THE ENGINEER.**
18. THE EROSION, SEDIMENT AND TURBIDITY CONTROL MEASURES DELINEATED HEREON ARE THE MINIMUM REQUIRED. ADDITIONAL CONTROLS MAY BE NEEDED, DEPENDING UPON THE ACTUAL SITE CONDITIONS, JURISDICTIONAL AGENCY PERMIT REQUIREMENTS AND CONSTRUCTION OPERATIONS. STAKED SILT FENCE SHALL BE UTILIZED TO CONTROL EROSION AND RELEASE OF SUSPENDED SOLIDS. SEDIMENT TRACKING CONTROL DEVICES SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES. IF CONTROL MEASURES DO NOT PROVE SATISFACTORY, WORK SHALL CEASE UNTIL NEW MEASURES ARE ADOPTED WITH SATISFACTORY RESULTS.
19. ALL EROSION AND SEDIMENT TRACKING CONTROL DEVICES SHALL BE INSPECTED DAILY AND IMMEDIATELY FOLLOWING A RAINFALL EVENT. REFER TO PROJECT'S STORMWATER POLLUTION PREVENT PLAN (SWPPP). ANY DEFICIENCIES FOUND IN THE EROSION CONTROL MEASURES SHALL BE REPAIRED IMMEDIATELY. THE CONTRACTOR SHALL KEEP A LOG BOOK DOCUMENTING THESE DAILY INSPECTIONS, DEFICIENCIES AND REMEDIAL ACTIONS.
20. ALL UNSUITABLE SOILS AND UNSUITABLE MATERIALS (SUCH AS CLAY, ORGANICS, ROCK, CEMENTED DOGUMA, DEBRIS, ETC.) SHALL BE REMOVED, DISPOSED OF IN A LEGAL MANNER AND REPLACED WITH DRY COMPACTED GRANULAR MATERIAL SATISFACTORY TO THE CITY OF ORMOND BEACH. THE COST OF ALL WORK AND MATERIALS IS TO BE INCLUDED IN THE UNIT PRICE OF THE ASSOCIATED CONSTRUCTION ITEMS UNLESS OTHERWISE SHOWN IN THE PLANS.
21. IN THE EVENT THAT WATER IS ENCOUNTERED DURING CONSTRUCTION, DEWATERING SHALL BE PERFORMED AS NEEDED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, PERMITTING, INSTALLATION, OPERATION AND SUBSEQUENT REMOVAL OF DEWATERING SYSTEMS AND THEIR SAFETY AND CONFORMITY WITH APPLICABLE CODES AND REGULATIONS.
22. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE ELECTRIC, TELEPHONE, GAS, CABLE TELEVISION, COMMUNICATIONS, ETC. COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.
23. ALL UNDERGROUND UTILITIES HAVE BEEN LOCATED HORIZONTALLY AND VERTICALLY BASED ON THE BEST INFORMATION AVAILABLE AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING UTILITIES (PUBLIC AND PRIVATE) SHOWN OR NOT SHOWN PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR OR CROSSING A UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND NOTIFY THE UTILITY COMPANIES FOR UTILITIES WHICH NEED TO BE RELOCATED FOR THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR ANY REPAIR, RELOCATION OR TEMPORARY MEASURES NEEDED FOR EXISTING OR PROPOSED UTILITIES.
24. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND AVOID ALL UTILITIES, OTHER STRUCTURES AND OBSTRUCTIONS BOTH ABOVE AND BELOW GROUND. ALL DAMAGE RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
25. THE CONTRACTOR SHALL NOTIFY ALL UTILITY PROVIDERS AT LEAST TWO (2) BUSINESS DAYS PRIOR TO ANY CONSTRUCTION.
26. THE CONTRACTOR SHALL MAINTAIN UNINTERRUPTED SERVICE AT ALL SERVICE CONNECTIONS. THE MANNER IN WHICH THIS IS ACCOMPLISHED SHALL BE LEFT TO THE DISCRETION OF THE CONTRACTOR, SUBJECT TO THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS.
27. ALL EXISTING DRAINAGE STRUCTURES AND UTILITIES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED IN PLANS.
28. THE LENGTH OF ALL DRAINAGE PIPES AND LOCATION OF ALL DRAINAGE STRUCTURES ARE APPROXIMATE. THE LOCATION OF THE DRAINAGE STRUCTURE SHALL DETERMINE THE LENGTH OF PIPE.
29. THE TOP OF CASTING ELEVATIONS (TC) OF ALL STRUCTURES ARE SHOWN. HOWEVER, THE CONTRACTOR SHALL INSTALL ALL FRAMES SO AS TO PROVIDE A SMOOTH SURFACE FOR VEHICULAR AND/OR PEDESTRIAN TRAFFIC.

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GENERAL NOTES

30. CONTRACTOR SHALL CONFIRM PROPOSED TOP OF CASTING (TC) ELEVATIONS WILL ALLOW POSITIVE DRAINAGE TO PROPOSED INLETS. IF POSITIVE DRAINAGE DOES NOT EXIST, CONTRACTOR TO COORDINATE WITH ENGINEER OF RECORD FOR SOLUTION AND ADJUST PROPOSED INLETS AS NECESSARY AT NO COST.
31. CONTRACTOR SHALL CONFIRM ELEVATION OF EXISTING GRADE PRIOR TO PLACING DRAINAGE OUTFALL STRUCTURES. CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD IF EXISTING GRADE DOES NOT MATCH PROPOSED OUTFALL INVERT. CONTRACTOR SHALL ADJUST OUTFALL STRUCTURE INVERT AND/OR STRUCTURE LOCATION AS DIRECTED BY ENGINEER OF RECORD AT NO COST.
32. ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION, OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED, SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD AT THE TIME OF DISCOVERY.
33. ALL STORMWATER PIPES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF AND PRIOR TO COMPLETION OF CONSTRUCTION.
34. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES MAY EXTEND INTO THE STABILIZED PORTION OF THE ROADBED. EXTREME CAUTION WILL BE NECESSARY DURING COMPACTION AND STABILIZATION OPERATIONS AT THESE LOCATIONS TO AVOID DAMAGE AND ACHIEVE THE REQUIRED COMPACTION.
35. DURING CONSTRUCTION, AN ALL-WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE ACCESS.
36. ALL REQUIRED FIRE LINES & HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL & STATE REGULATIONS AND OPERATIONAL PRIOR TO THE START OF VERTICAL CONSTRUCTION.
37. EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH WITH THE SAME TYPE OF MATERIAL, UNLESS OTHERWISE SHOWN IN THE PLANS.
38. ALL RAMPS, SIDEWALKS AND ACCESSIBLE ROUTES ARE TO BE IN COMPLIANCE WITH CURRENT A.D.A. REQUIREMENTS.
39. SIGNS THAT ARE REMOVED AND ARE TO BE RELOCATED SHALL BE STOCK PILED BY THE CONTRACTOR. ANY EXISTING SIGNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS COST.
40. ROADWAY AND PARKING SIGNAGE AND MARKINGS SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
41. UNLESS OTHERWISE NOTED, PROPOSED GRADES SHOWN ARE FINISHED GRADES.
42. OPERATION AND MAINTENANCE OF THE STORMWATER SYSTEM WILL BE PROVIDED BY THE OWNER OF PROPERTY. MAINTENANCE IS TO INCLUDE BI-WEEKLY MOWING OF SIDE SLOPES FOR VEGETATION CONTROL AND MONTHLY INSPECTION/CLEANING OF CULVERTS & STORM SYSTEMS.
43. ALL DISTURBED AREAS SHALL BE SODDED, UNLESS OTHERWISE SHOWN, AND SHALL HAVE SOD/ VEGETATED COVER ESTABLISHED PRIOR TO THE INSPECTION FOR THE CERTIFICATE OF OCCUPANCY.
44. INSTALLATION OF THE REQUIRED STREET SIGNS, TRAFFIC SIGNS, PAVEMENT STRIPING, STREET LIGHTS AND SIDEWALKS ALONG WITH THE PAINTING OF THE FIRE HYDRANTS MUST BE COMPLETED PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF COMPLETION.
45. CONTRACTOR IS RESPONSIBLE FOR INSPECTING AND PRE-TESTING PRIOR TO SCHEDULING A TEST OR WALK-THROUGH WITH THE UTILITY REPRESENTATIVES, MUNICIPAL REPRESENTATIVES AND ENGINEER OF RECORD. ANY COST ASSOCIATED WITH RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
46. THE ENGINEER OF RECORD AND LOCAL UTILITY SHALL BE GIVEN SEVENTY-TWO (72) HOURS NOTICE OF ALL REQUESTED MEETINGS AND/OR TESTING MEASURES.
47. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE REGULATORY REPRESENTATIVES TO DETERMINE THE INSPECTIONS NEED FOR THE PROJECT. CONTRACTOR SHALL PROVIDE PROPER NOTIFICATION TO INSPECTING AUTHORITIES BEFORE AND DURING CONSTRUCTION.
48. ZEV COHEN AND ASSOCIATES, INC (ZCA) LIABILITY SHALL BE LIMITED TO THE COMPANY'S DESIGN OF SPECIFIC IMPROVEMENTS AS DEPICTED ON THE SITE INFRASTRUCTURE CONSTRUCTION DOCUMENTS.

APPROVED PLAN AS PERMITTED
BY THE OFFICE OF RESILIENCE AND COASTAL PROTECTION
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
APPROVED CONSTRUCTION AND ANY OTHER AUTHORIZED ACTIVITIES MUST COMPLY WITH ALL CONDITIONS OF THE PERMIT. CONSTRUCTION AND ACTIVITIES ARE STRICTLY LIMITED TO THOSE BOTH SHOWN ON THE APPROVED PLANS AND LISTED IN THE PROJECT DESCRIPTION. THIS PERMIT IS ISSUED PURSUANT TO CH. 161, F.S. AND OTHER PERMITS MAY BE REQUIRED.

September 24, 2024

Reviewed by Date

IN ORDER TO ENSURE THAT NEW DEVELOPMENTS WITHIN THE CITY ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS "AS-BUILT" DRAWINGS ARE REQUIRED.

THE FOLLOWING INFORMATION IS REQUIRED ON ALL PAVING AND DRAINAGE "AS-BUILT" DRAWINGS:

1. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. ALL RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION TO CLEARLY INDICATE IT AS AS BEING "AS-BUILT" INFORMATION.
2. ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES OR OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE "AS-BUILT" CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE EXISTING AND DESIGNED PROFILE GRADE LINES. ALL STREET CENTERLINES "AS-BUILTS" SHALL BE LABELED WITH STREET NAME AND RIGHT-OF-WAY WIDTH ON EVERY PAGE.
3. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND/OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
4. STORM DRAINAGE PIPE INVERT AND STRUCTURE TOP AND BOTTOM ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS "AS-BUILT" INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND "AS-BUILT" INFORMATION WRITTEN NEXT TO IT.
5. STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND/OR VERIFIED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
6. ALL APPLICABLE TOPOGRAPHIC INFORMATION, PERTINENT TO THE ON SITE DRAINAGE SYSTEM SUCH AS DITCHES, LAKES, CANALS, ETC. THAT ARE DEEMED APPROPRIATE BY THE CITY SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DENOTE THESE TOPOGRAPHIC FEATURES.
7. RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
8. STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE SHALL BE RECORDED EVERY 100 FEET.
9. ANY SPECIAL FEATURES SUCH AS CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
10. ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE "AS-BUILT".

THE FOLLOWING INFORMATION IS RECORDED ON ALL WATER AND SEWER "AS-BUILT" DRAWINGS:

11. SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
12. SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, SLOPE, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
13. SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES.
14. LIFT STATIONS AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCE MAIN DEPTH AND LOCATION INCLUDING VALVES WILL BE PROVIDED AND TIED TO PERMANENT ABOVE GROUND FEATURES EVERY 500 FEET. DIMENSIONAL AND ELEVATION INFORMATION INDICATED ON THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED AND LABELED.
15. CURB CUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
16. WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. WATER MAIN LINE MATERIAL, SIZE, LENGTH AND DEPTH PLACED SHALL ALSO BE NOTED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
17. WATER VALVES, TEES, ALL SERVICES, BLOW - OFFS AND FIRE HYDRANTS SHALL BE LOCATED BY TYING THEM TO SANITARY SEWER MANHOLES, STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTROM MANHOLES TO UPSTREAM MANHOLES.

THE FOLLOWING INFORMATION IS GENERAL REQUIREMENTS OF ALL "AS-BUILT" DRAWINGS:

18. FOR PERPENDICULAR CROSSINGS OF STORM WATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE "AS-BUILT" PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY.
19. WHEN STORM WATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE "AS-BUILT" SHALL ACCURATELY DEPICT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THAT EASEMENT. THIS IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO ENSURE THAT FUTURE SUBSURFACE EXCAVATION TO PERFORM ROUTINE REPAIRS CAN BE ACCOMPLISHED WITHOUT DISTURBANCE BEYOND THE EASEMENT. SUCH DOCUMENTATION AND THE ASSOCIATED PROPOSED EASEMENT DOCUMENT WITH LEGAL DESCRIPTION SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL PRIOR TO RECORDING OF SAID EASEMENT. UPON CITY APPROVAL, THE EASEMENT SHALL BE RECORDED VIA A SEPARATE LEGAL INSTRUMENT AND SHALL NOT BE INCLUDED AS PART OF HOMEOWNER COVENANTS AND RESTRICTIONS.
20. SUBMIT CERTIFIED PAPER PRELIMINARY "AS-BUILT" (24"x36") WITH REQUEST FOR FINAL INSPECTION. SUBMIT 3 SETS SHOWING WATER FACILITIES, 3 SETS WITH SEWER FACILITIES, AND 3 SETS WITH PAVING AND DRAINAGE FACILITIES. PRELIMINARY "AS-BUILT" MAY BE SUBMITTED IN DIGITAL FORMAT, FOLLOWING FINAL INSPECTION AND COMMENTS, THE CONTRACTOR SHALL REVISE AS-BUILTS TO ADDRESS CITY COMMENTS AND SUBMIT 3 SETS CERTIFIED FINAL "AS-BUILTS" ALONG WITH 1 SET CERTIFIED MYLARS AND 1 CD-ROM CONTAINING AUTO-CAD FILES AND PDF VERSIONS OF THE ALL "AS-BUILT" SHEETS. ALL "AS-BUILT" DRAWINGS SHALL BE CERTIFIED BY A REGISTERED LAND SURVEYOR AND ENGINEER OF RECORD. ALL DIGITAL FILES SHALL HAVE A DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
21. INDICATE VERTICAL DATUM REFERENCE ON ALL SHEETS.
22. CAD FILE OF "AS-BUILTS" SHALL BE IN STATE PLANE COORDINATES. FILE SHOULD INCLUDE REFERENCE TO PROJECTION (FLORIDA EAST, NAD83)
23. ALL "AS-BUILT" DRAWINGS SHALL BE PREPARED BY A FLORIDA REGISTERED LAND SURVEYOR USING THE FINAL APPROVED SITE DESIGN PREPARED BY THE ENGINEER OF RECORD. LINE WEIGHTS, LINETYPES AND ANNOTATION SHALL BE MANAGED IN A MANNER THAT CLEARLY DISTINGUISHES DESIGN INFORMATION FROM "AS-BUILT" INFORMATION.
24. ALL "AS-BUILT" SHEETS SHALL INCLUDE A TITLE BLOCK AND CLEARLY STATE PROJECT NAME, PROJECT SURVEYOR, DATE OF FIELD WORK, AS WELL AS PROJECT CERTIFICATION BLOCK FROM THE ENGINEER OF RECORD.

NOTE: REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.

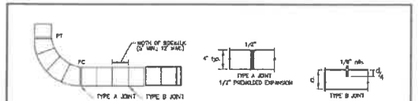
STANDARD CONSTRUCTION DETAIL — REQUIREMENTS FOR "AS-BUILT" DRAWINGS — INDEX M-1A — MAY 2020

STANDARD CONSTRUCTION DETAIL — REQUIREMENTS FOR AS BUILT DRAWINGS — INDEX M-1B — MAY 2020

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 STRUCTURES 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 COMDEVBORMONDBEACH.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 COMDEVBORMONDBEACH.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 AND 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 (SWPPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEVBORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES
12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.

STANDARD CONSTRUCTION DETAIL — GENERAL CONSTRUCTION NOTES — INDEX M-2 — MAY 2020



1. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 2500 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED FOR PEDESTRIAN TRAFFIC, AND 6 INCHES WHERE MOTOR VEHICLES ARE LIKELY TO CROSS. SIDEWALKS SHALL BE 5 FOOT WIDE UNLESS OTHERWISE SHOWN ON PLANS.
2. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO AND ONE FOOT FROM THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE PAVEMENT REMAINS WITHIN THE RIGHT-OF-WAY, IS NOT DIMINISHED IN WIDTH, AND REMAINS AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT, UNLESS OTHERWISE APPROVED BY THE CITY.
3. THE TOP OF CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 1 INCH ABOVE ADJACENT GRADE, UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
4. ALL WALKS SHALL HAVE A CROSS SLOPE OF 1/4 INCH PER FOOT AND SHALL NOT EXCEED A LONGITUDINAL SLOPE OF 1:20, EXCEPT AT DESIGNATED RA

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES

THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

1. NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER- STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
2. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
3. WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY CRUSHING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THIS ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES.
5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE THROUGHOUT PROJECT CONSTRUCTION.
6. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE WITHIN SEVEN (7) DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE OR INACTIVITY IN CONSTRUCTION, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED. ANY PROJECT THAT IS INACTIVE FOR A PERIOD OF 30 DAYS OR MORE THE AREA SHALL BE STABILIZED TO THE SATISFACTION OF THE CITY OF ORMOND BEACH.
8. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.
9. ABSOLUTELY NO BURYING OF CLEARED MATERIALS IS PERMITTED.

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CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES

10. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE SEEDS ARE TO BE INSTALLED OR RELOCATED.
11. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
10. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
11. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE BUILDING LOTS AT 300 FOOT INTERVALS. THESE TESTS ARE TO BE PERFORMED IN ONE-FOOT VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.
12. IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTU T-180 MODIFIED PROCTOR METHOD.
13. STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE, AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT. STOCKPILE AREA IS TO BE SURROUNDED BY SILT FENCE FROM THE INITIAL LIFT.
14. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ABOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY
15. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE
16. ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A PH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.
17. OWNER SHALL FILE A NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES" WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AS REQUIRED BY DEP. CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH ALL PROVISIONS OF THIS GENERIC PERMIT INCLUDING BUT NOT LIMITED TO:
    A. PROVIDE SUCH EROSION AND SEDIMENT CONTROL MEASURES AS MAY BE NECESSARY TO PREVENT DISCHARGE OF POLLUTANTS FROM THE SITE FROM THE START OF CONSTRUCTION UNTIL THE FINAL GROUND COVER HAS BEEN ESTABLISHED.
    B. EMPLOY A DEP CERTIFIED INSPECTOR TO MAKE WEEKLY INSPECTIONS / REPORTS OF THE CONDITION OF EROSION AND SEDIMENT CONTROL MEASURES.
    C. EMPLOY A DEP CERTIFIED INSPECTOR TO MAKE INSPECTIONS / REPORTS OF THE CONDITION OF EROSION AND SEDIMENT CONTROL MEASURES WITHIN 24 HOURS OF EVERY RAINFALL EVENT EXCEEDING ONE-HALF INCH.
    D. MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT CONSTRUCTION.
    E. ADD EROSION AND SEDIMENT CONTROL MEASURES AS SITE CONDITIONS CHANGE.

	STANDARD CONSTRUCTION DETAIL	INDEX
	CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES	M-16B
	N/S	MAY 2020

APPROVED PLAN AS PERMITTED
BY THE OFFICE OF RESILIENCE AND COASTAL PROTECTION
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
APPROVED CONSTRUCTION AND ANY OTHER AUTHORIZED ACTIVITIES MUST COMPLY WITH ALL CONDITIONS OF THE PERMIT. CONSTRUCTION AND ACTIVITIES ARE STRICTLY LIMITED TO THOSE BOTH SHOWN ON THE APPROVED PLANS AND LISTED IN THE PROJECT DESCRIPTION. THIS PERMIT IS ISSUED PURSUANT TO CH. 161, F.S. AND OTHER PERMITS MAY BE REQUIRED.

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Know what's below. Call before you dig.

ZEV COHEN & ASSOCIATES, INC.
841 PRUDENTIAL DRIVE, SUITE 1
DAYTONA BEACH, FL 32114
386.257.4100
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
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TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS

ANDY ROMANO PARK FINAL ENGINEERING PLANS CONSTRUCTION NOTES

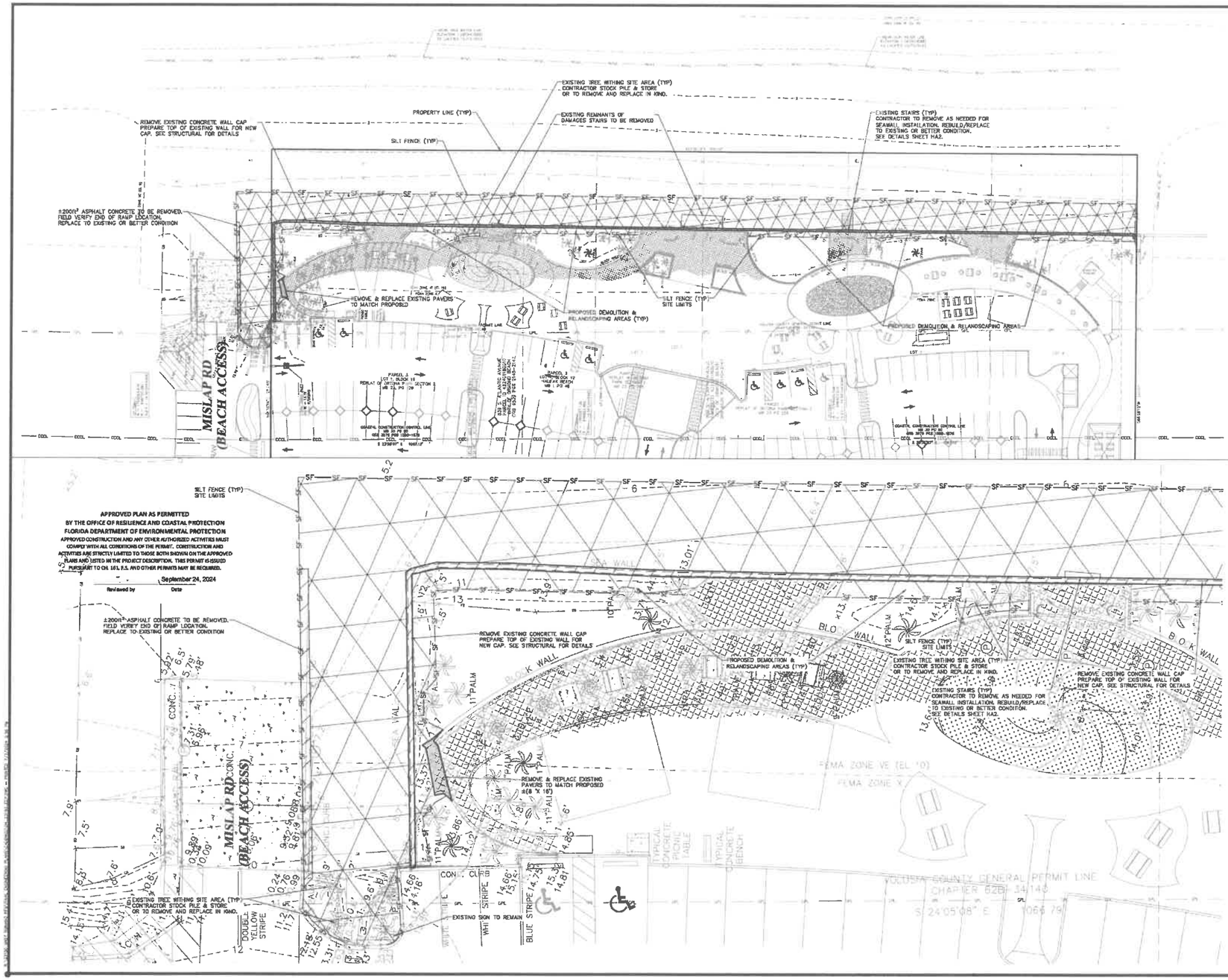
VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZC 23150
DESIGNED BY: JS
DRAFTED BY: SDA
CHECKED BY: RH
DRAWING FILE: 02_23130_NOT

RANDY M. HUGHE, P.E. LICENSE No 75885 STATE OF FLORIDA PROFESSIONAL ENGINEER

RANDY HUGHE, P.E.
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SHEET C3 OF 11



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ANDY ROMANO PARK
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DEMOLITION & EROSION CONTROL PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF DAYTONA BEACH

PROJECT NO: ZC 23150
DESIGNED BY: JB
DRAFTED BY: SDA
CHECKED BY: RH
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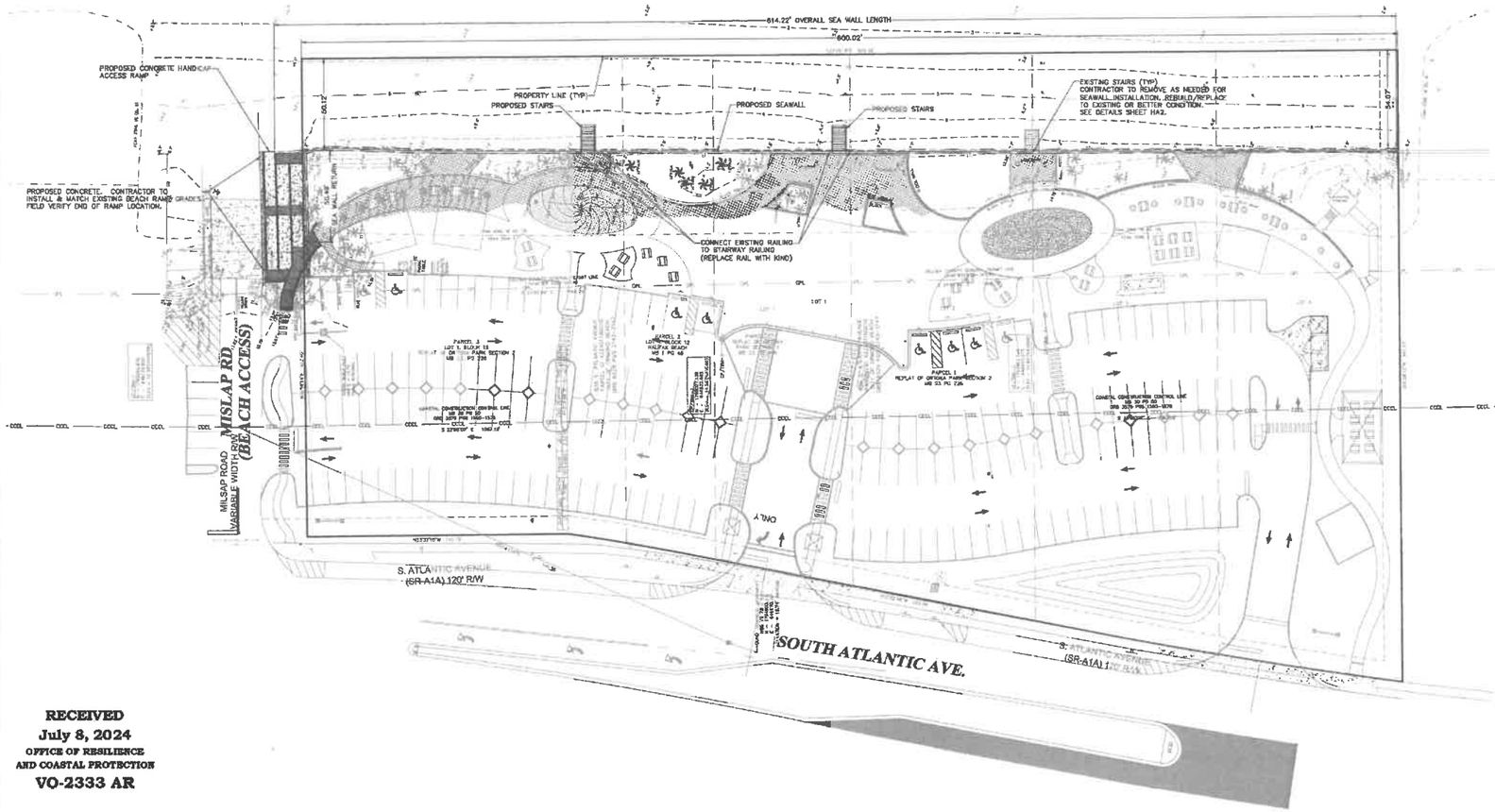
LICENSED PROFESSIONAL ENGINEER
No. 72539
STATE OF FLORIDA
RANDY HUDAK, P.E.
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SHEET: C4 OF 11

APPROVED PLAN AS PERMITTED
BY THE OFFICE OF RESILIENCE AND COASTAL PROTECTION
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
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Reviewed by — September 24, 2024 — Date

0 15 30 45 60
SCALE : 1" = 30'

LEGEND:
PROPOSED CONCRETE



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FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN
VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

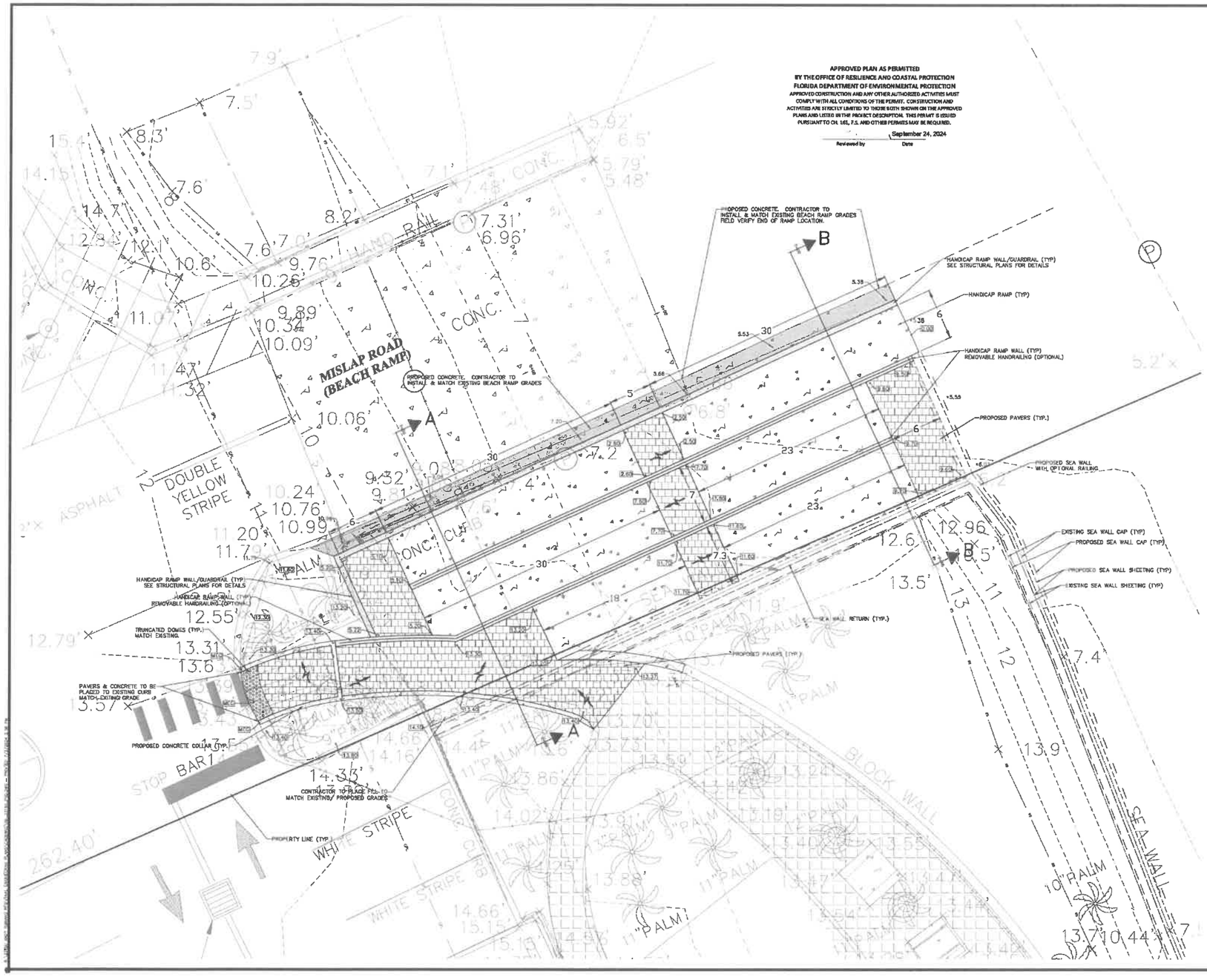
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DESIGNED BY: JB
DRAFTED BY: SDA
CHECKED BY: RM
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XREF'S: XXXX.DWG
XREF'S: XXXX.DWG

STATE OF FLORIDA — PROFESSIONAL ENGINEER — No. 75819
RANDY M. HUDAK, P.E.
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SHEET: C5 OF 11

APPROVED PLAN AS PERMITTED
BY THE OFFICE OF RESILIENCE AND COASTAL PROTECTION
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
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September 24, 2024
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SCALE : 1" = 5'

LEGEND:

- PROPOSED CONCRETE
- PROPOSED PAVERS / STAMPED CONC.
- PROPOSED FILL
- 15.50 PROPOSED GRADE
- M.E.G. PROPOSED MATCH EXISTING GRADE LABEL
- PROPOSED FLOW DIRECTION
- +5.53 5.53 EXISTING GRADE

NOTES:
1. SEE TREE PROTECTION PLAN FOR TREES TO REMAIN & BE REMOVED.

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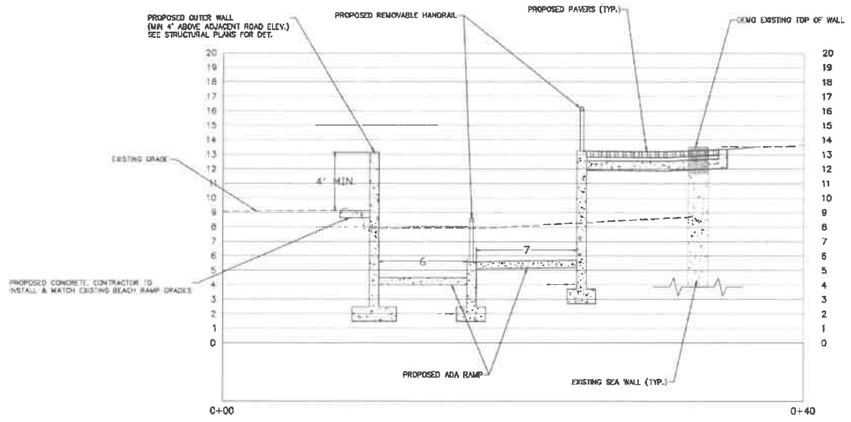
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FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN
VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZO 23150
DESIGNED BY: JB
DRAFTED BY: SDA
CHECKED BY: RH
DRAWING FILE: 00_23150_P00
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STATE OF FLORIDA — REGISTERED PROFESSIONAL ENGINEER — No. 92659

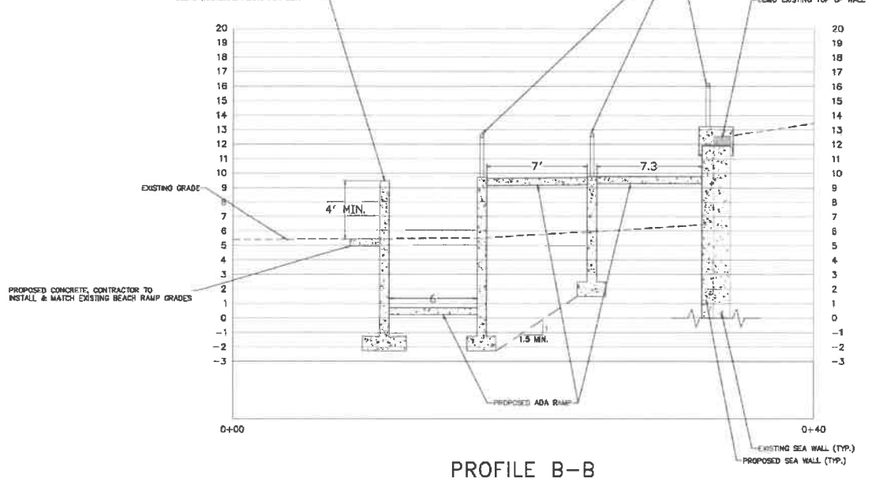
SANDY HOOSE, P.E.
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SHEET: C6 OF 11



PROFILE A–A

HORIZONTAL SCALE : 1" = 4'
VERTICAL SCALE : 1" = 4'



PROFILE B–B

HORIZONTAL SCALE : 1" = 4'
VERTICAL SCALE : 1" = 4'

LEGEND:

PROPOSED CONCRETE

PROPOSED PAVERS / STAMPED CONC.

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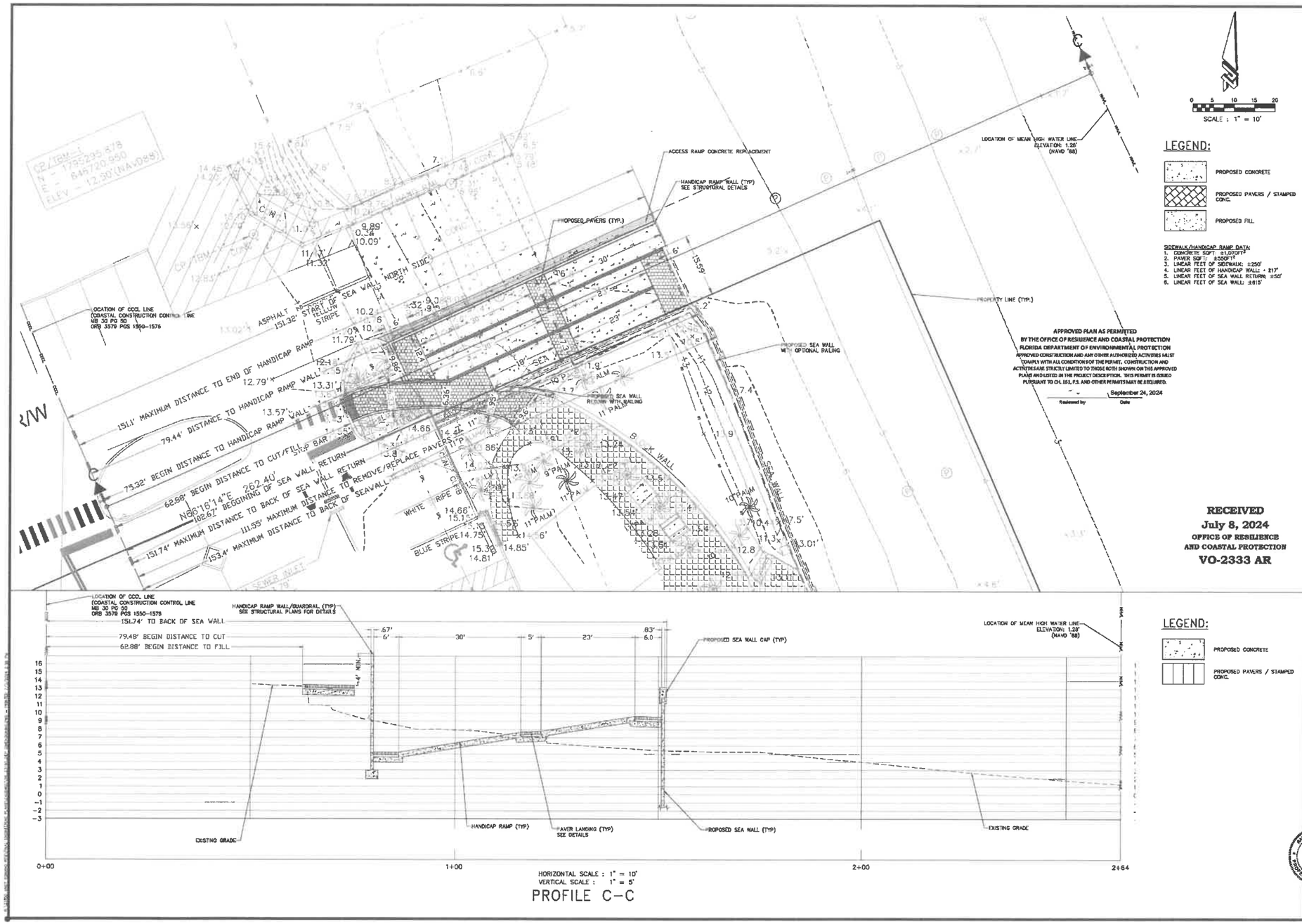
ANDY ROMANO PARK
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZC.23150
DESIGNED BY: JB
DRAFTED BY: SDA
CHECKED BY: RH
DRAWING FILE: 06_23150_PGD
XREFS: XXXX.DWG
XREFS: XXXX.DWG

RANDY HUGHE, P.E.
LICENSE No 93883
STATE OF FLORIDA
PROFESSIONAL ENGINEER
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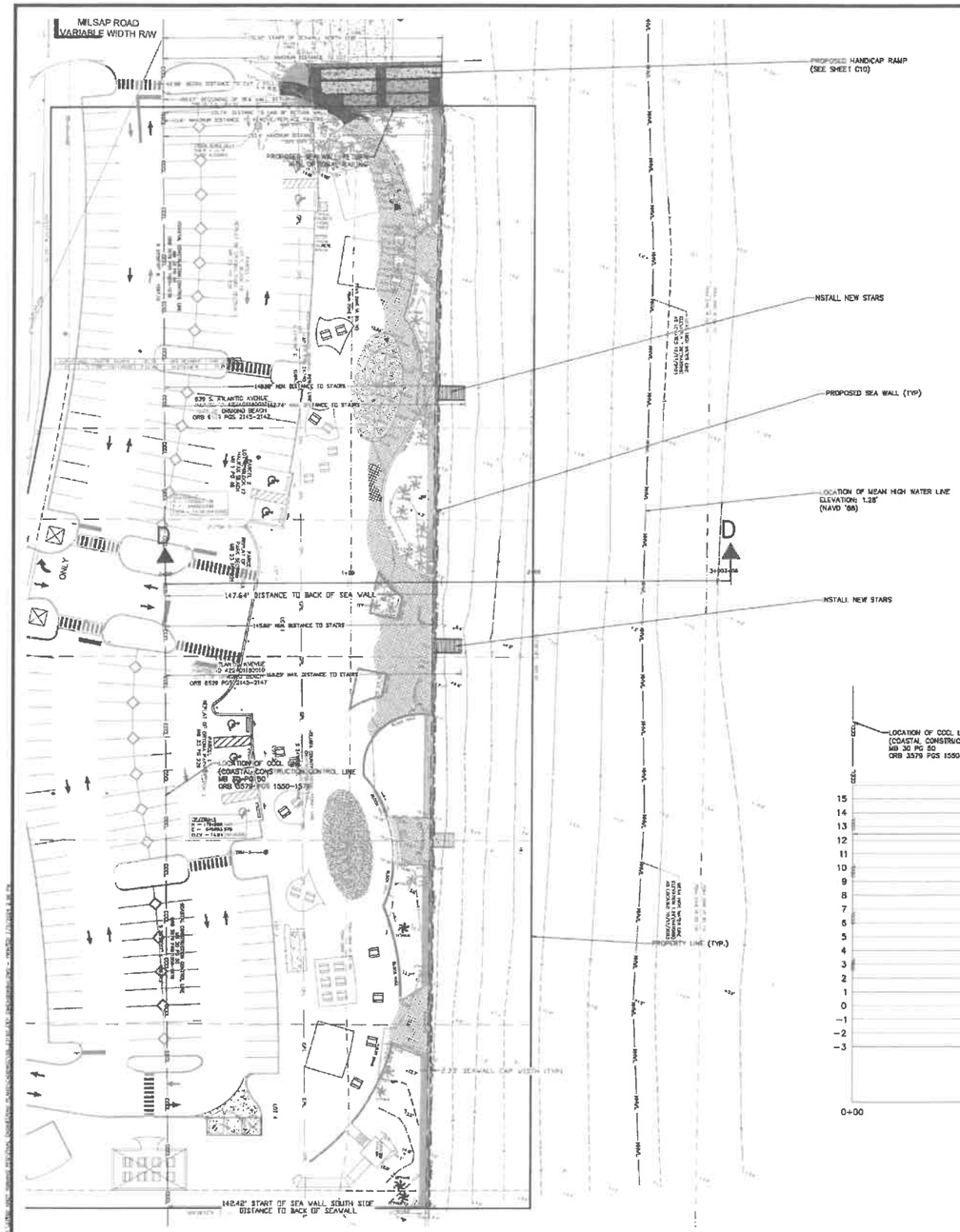
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DEP DIMENSIONING PLAN
VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

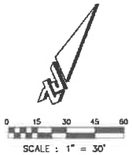
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DESIGNED BY: JR
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CHECKED BY: RH
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DRWG 2 XXXX.DWG

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LICENSE
No. 75539
STATE OF FLORIDA
PROFESSIONAL ENGINEER
RANDY HUDAK, P.E.
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SHEET C8 OF 11



PROFILE D-D



LEGEND:

- PROPOSED CONCRETE
- PROPOSED PAVERS / STAMPED CONC.
- PROPOSED FILL
- PROPOSED CUT

APPROVED PLAN AS PERMITTED
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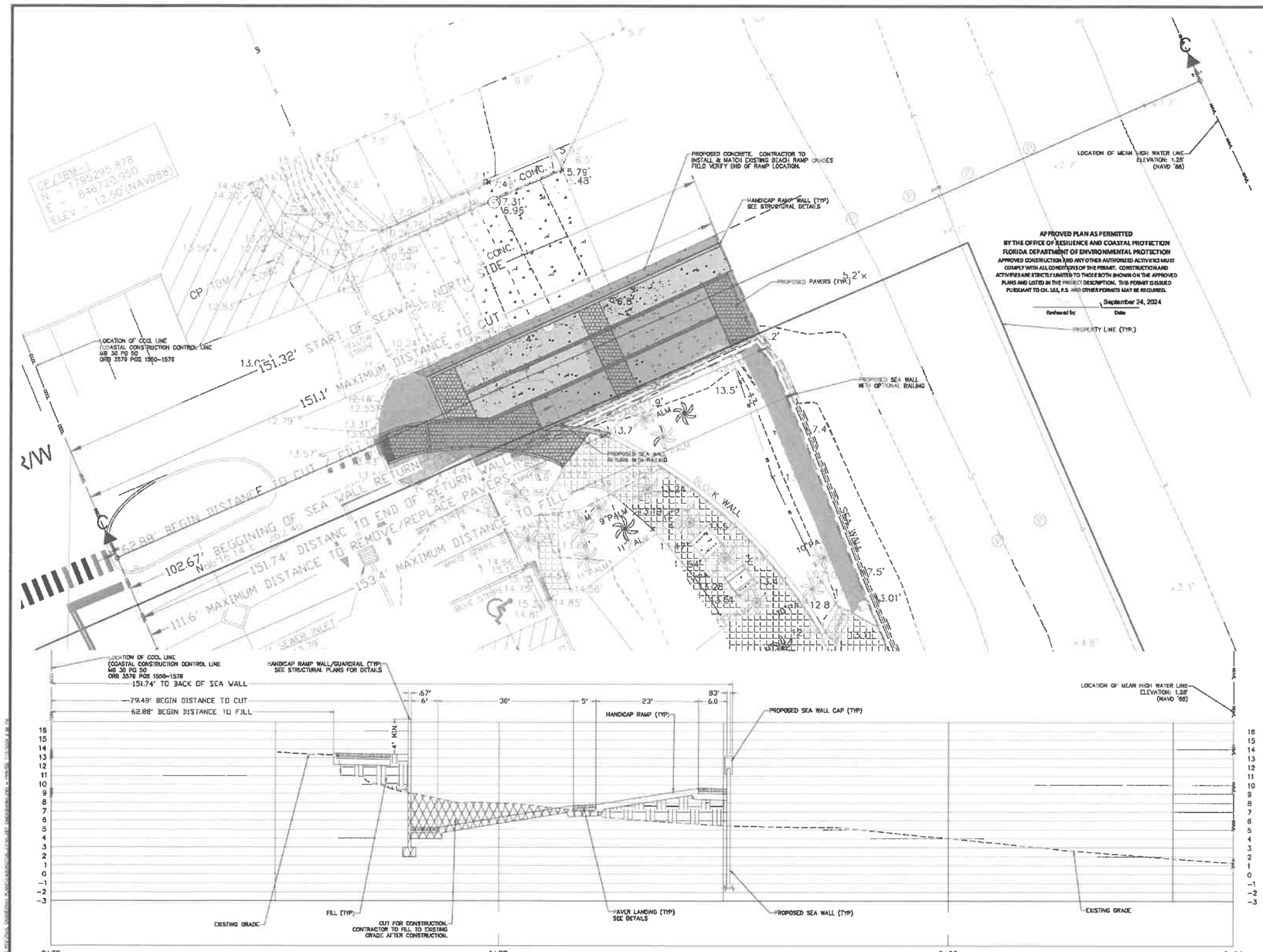
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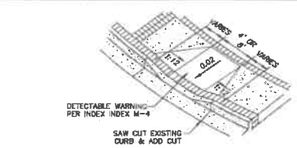
ANDY ROMANO PARK
FINAL ENGINEERING PLANS
DEP OVERALL CUT-FILL PLAN
VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZC 23150
DESIGNED BY: JB
DRAWN BY: SDA
CHECKED BY: RH
DRAWING FILE: 08_23150_DEP CUT-FILL PLAN.DWG
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XREFS: XXXXX.DWG

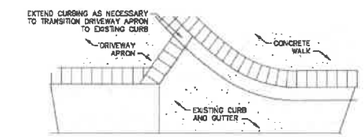
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REGISTERED PROFESSIONAL ENGINEER
No. 75269
RANDY HUDAK, P.E.
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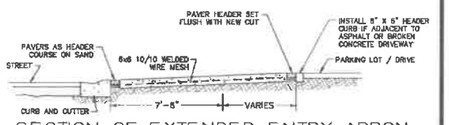

LOCATION OF CCCL LINE
COASTAL CONSTRUCTION CONTROL LINE
MB 30 PG 50
ORB 3579 PGS 1550-1578
PROPOSED CONCRETE. CONTRACTOR TO INSTALL & MATCH EXISTING BEACH RAMP GRADES FIELD VERIFY END OF RAMP LOCATION.
HANDICAP RAMP WALL (TYP) SEE STRUCTURAL DETAILS
PROPOSED PAVERS (TYP.)
PROPOSED SEA WALL WITH OPTIONAL RAILING
LOCATION OF MEAN HIGH WATER LINE ELEVATION: 1.28' (NAVD '88)
PROPERTY LINE (TYP.)
151.32' START OF SEAWALL NORTH
151.1' MAXIMUM DISTANCE TO CUT
62.88' BEGIN DISTANCE TO FILL
102.67'
111.6' MAXIMUM DISTANCE TO REMOVE/REPLACE PAVERS
151.74' DISTANC TO END OF RETURN WALL
153.4' MAXIMUM DISTANCE TO FILL
BEGINNING OF SEA WALL RETURN
END OF RETURN WALL
PROPOSED SEA WALL RETURN W/ RAILING
K WALL
SEA WALL
SEWER INLET
CONC. SIDE
CONC.
CP
APPROVED PLAN AS PERMITTED
BY THE OFFICE OF RESILIENCE AND COASTAL PROTECTION
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
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September 24, 2024
Reviewed by
Date
0 5 10 15 20
SCALE : 1" = 10'
LEGEND:
PROPOSED FILL
PROPOSED CUT
CUT AND FILL CALCULATIONS
1. ANY AND ALL DEBRIS SHALL BE REMOVED FROM THE SITE AND DEPOSITED AT AN UPLAND DISPOSAL SITE.
2. EARTHWORK ANALYSIS
144 CY SHALL BE EXCAVATED SEAWARD OF THE CCCL LINE (INCLUDING SHEET WALL) FROM 79.48' TO 151.1'
EMBANKMENT
248 CY SHALL BE PLACED SEAWARD OF THE CCCL LINE FROM 62.88' TO 153.4'
PROPOSED FILL (104 CYs) WILL MEET THE REQUIREMENTS OF FAC62B-33.005(7).
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LOCATION OF CCCL LINE
COASTAL CONSTRUCTION CONTROL LINE
MB 30 PG 50
ORB 3579 PGS 1550-1578
151.74' TO BACK OF SEA WALL
79.48' BEGIN DISTANCE TO CUT
62.88' BEGIN DISTANCE TO FILL
HANDICAP RAMP WALL/GUARDRAIL (TYP) SEE STRUCTURAL PLANS FOR DETAILS
HANDICAP RAMP (TYP)
PROPOSED SEA WALL CAP (TYP)
LOCATION OF MEAN HIGH WATER LINE ELEVATION: 1.28' (NAVD '88)
EXISTING GRADE
FILL (TYP)
CUT FOR CONSTRUCTION, CONTRACTOR TO FILL TO EXISTING GRADE AFTER CONSTRUCTION.
LAYER LANDING (TYP) SEE DETAILS
PROPOSED SEA WALL (TYP)
EXISTING GRADE
0+00
1+00
2+00
2+64
HORIZONTAL SCALE : 1" = 10'
VERTICAL SCALE : 1" = 5'
PROFILE C-C
LEGEND:
PROPOSED FILL
PROPOSED CUT
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FINAL ENGINEERING PLANS
DEP RAMP ENLARGEMENT
CUT-FILL PLAN
VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH
PROJECT NO: ZC-23150
DESIGNED BY: JS
DRAFTED BY: SDA
CHECKED BY: RH
DRAWING FILE: 06_23150_DEP
XREFS: XDOCUDWG
XREFS: XDOCUDWG
RANDY M. HUDAK
No. 75588
STATE OF FLORIDA
PROFESSIONAL ENGINEER
RANDY HUDAK, P.E.
NOT VALID WITHOUT SEAL
SHEET: C10 OF 11



HANDICAP RAMP

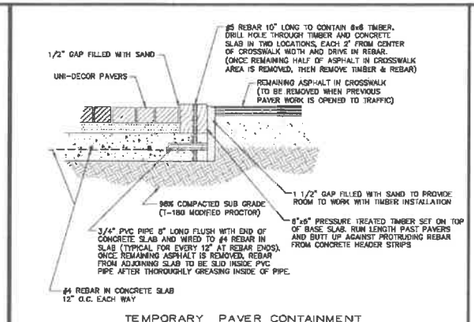


PAVER PLAN WHERE CURB ENTERS DRIVEWAY

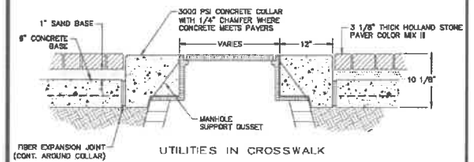


SECTION OF EXTENDED ENTRY APRON

STANDARD CONSTRUCTION DETAIL	INDEX
SIDEWALK DETAILS – HANDICAP RAMP, PAVER PLAN WHERE CURB ENTERS DRIVEWAY & SECTION OF EXTENDED ENTRY APRON NTS	SC-3
	MAY 2020

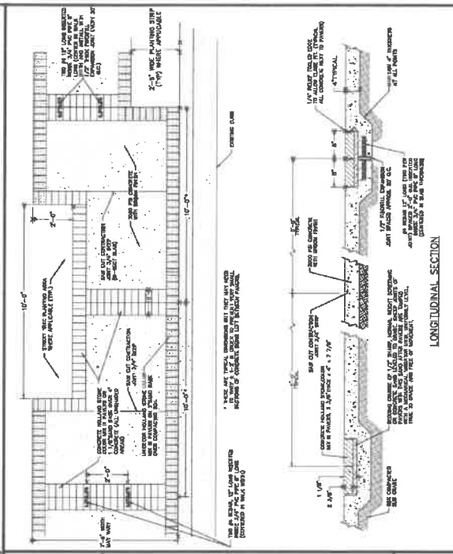


TEMPORARY PAVER CONTAINMENT

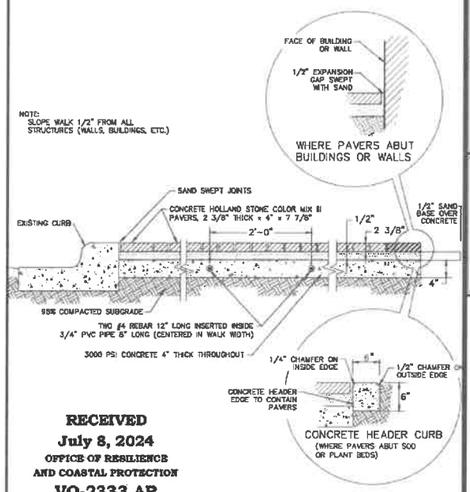


UTILITIES IN CROSSWALK

STANDARD CONSTRUCTION DETAIL	INDEX
TEMPORARY PAVER CONTAINMENT AND UTILITIES IN CROSSWALK NTS	SC-11
	MAY 2020



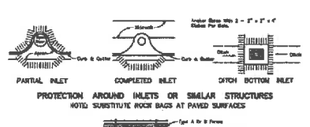
STANDARD CONSTRUCTION DETAIL	INDEX
SIDEWALK DETAIL PLAN VIEW & LONGITUDINAL SECTION NTS	SC-1
	MAY 2020



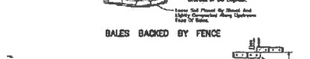
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STANDARD CONSTRUCTION DETAIL	INDEX
SIDEWALK DETAIL – END SECTION AT EXPANSION JOINT NTS	SC-2
	MAY 2020

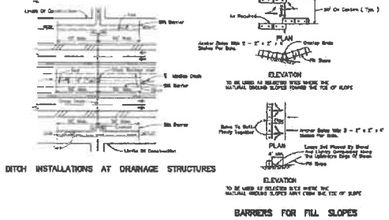
APPROVED PLAN AS PERMITTED
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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
APPROVED CONSTRUCTION AND ANY OTHER AUTHORIZED ACTIVITIES MUST COMPLY WITH ALL CONDITIONS OF THE PERMIT. CONSTRUCTION AND ACTIVITIES ARE STRICTLY LIMITED TO THOSE WORK MADE ON THE APPROVED PLANS AND LISTED IN THE PROJECT DESCRIPTION. THIS PERMIT IS ISSUED PURSUANT TO CH. 161, F.S. AND OTHER PERMITS MAY BE REQUIRED.



PROTECTION AROUND INLETS OR SIMILAR STRUCTURES
NOTE: SUBSTITUTE ROCK BAGS AT PAVED SURFACES



BALES BACKED BY FENCE

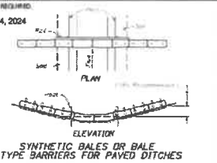


DITCH INSTALLATIONS AT DRAINAGE STRUCTURES

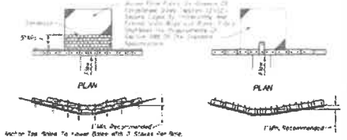
BARRIERS FOR FILL SLOPES

STANDARD CONSTRUCTION DETAIL	INDEX
EROSION CONTROL – SYNTHETIC BALES NTS	M-14A
	MAY 2020

September 24, 2024
Reviewed by Date



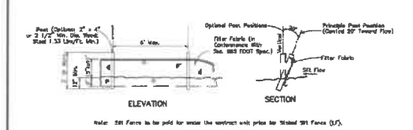
SYNTHETIC BALES OR BALE TYPE BARRIERS FOR PAVED DITCHES



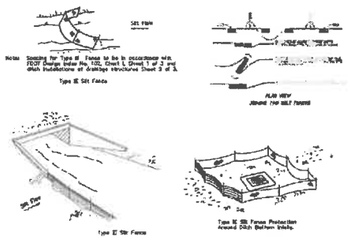
SYNTHETIC BALES OR BALE TYPE BARRIERS FOR UNPAVED DITCHES

NOTES FOR SYNTHETIC BALES OR BALE TYPE BARRIERS

STANDARD CONSTRUCTION DETAIL	INDEX
EROSION CONTROL – SYNTHETIC BALES NTS	M-14B
	MAY 2020



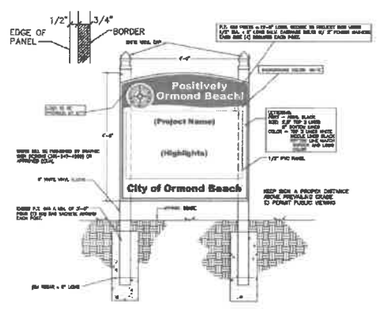
TYPE III SILT FENCE



Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers shall be maintained, insofar as reasonable.

SILT FENCE APPLICATIONS

STANDARD CONSTRUCTION DETAIL	INDEX
EROSION CONTROL – SILT FENCE NTS	M-15
	MAY 2020



PROJECT NAME: _____

HIGHLIGHTS: _____

STANDARD CONSTRUCTION DETAIL	INDEX
CIP CONSTRUCTION SIGN NTS.	M-20
	MAY 2020

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ARCHITECTURE, PLANNING, LLC
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NO.	DATE	BY	SUBMITTAL'S / REVISIONS

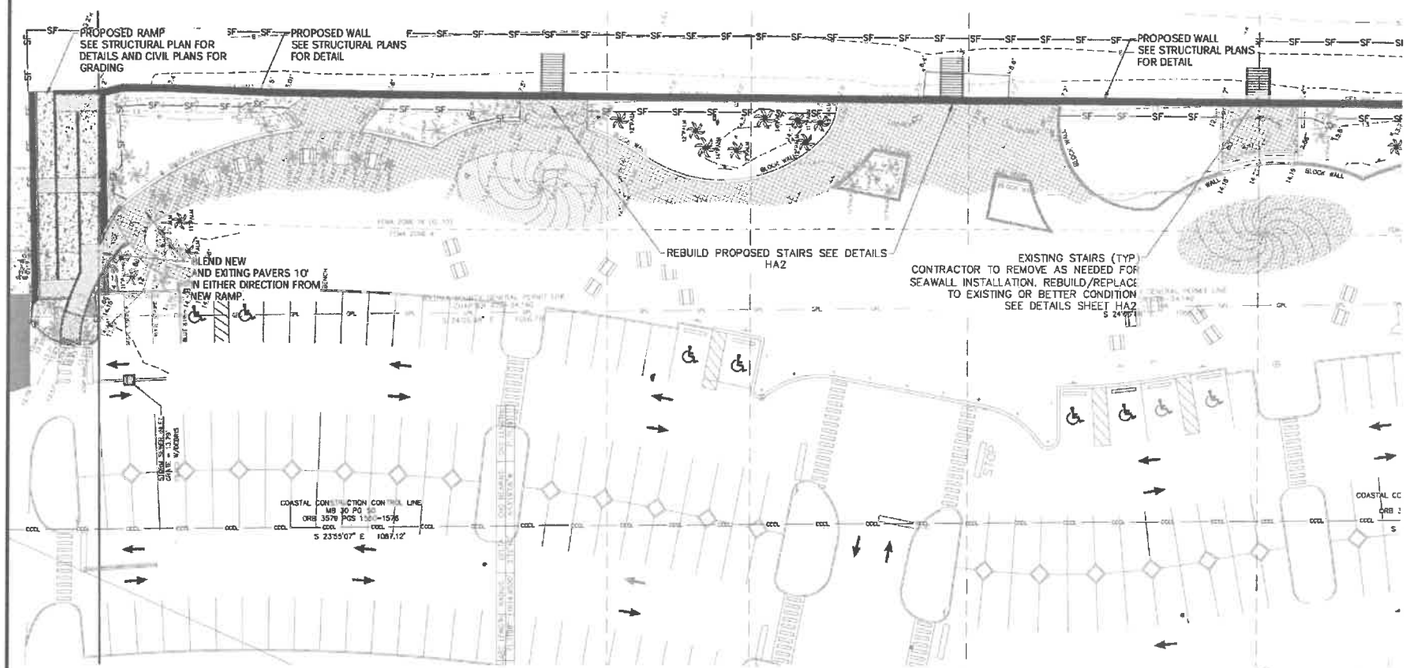
ANDY ROMANO PARK FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

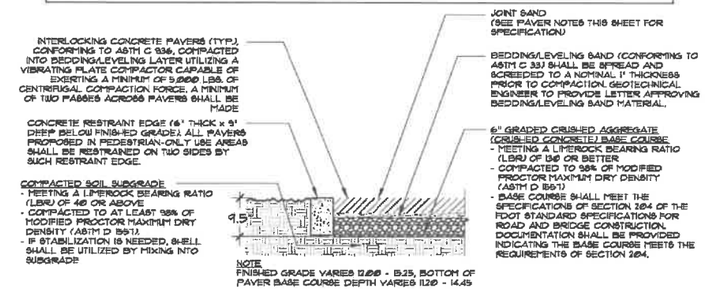
PROJECT NO: ZC 23150
DESIGNED BY: JB
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CHECKED BY: RH
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STATE OF FLORIDA PROFESSIONAL ENGINEER
SANDY HOOPE, P.E.
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SHEET: C11 OF 11



NOTE
THE SOIL SUBGRADE SHALL BE INSPECTED FOR ANY DELETERIOUS MATERIALS INCLUDING, BUT NOT LIMITED TO, ORGANIC MATERIALS, PLASTIC (CLAYEY) SOILS, DEBRIS, LARGE ROCKS, ETC. IF PRESENT, THEY SHALL BE REMOVED AND REPLACED WITH CLEAN, STRUCTURAL BACKFILL. STRUCTURAL BACKFILL SHALL BE DEFINED AS A CLEAN FINE SAND, CLASSIFIED AS "SP" IN THE UNIFIED SOIL CLASSIFICATION SYSTEM. CONTRACTOR SHALL RETAIN GEOTECHNICAL ENGINEER FOR QUALITY CONTROL TESTING SERVICES (LBR, DENSITY TESTING, ETC.)



1 PAVER INSTALLATION DETAIL - PEDESTRIAN USE AREAS

N.T.S.

*IMPORTANT NOTE: SEE PAVER NOTES AND SPECIFICATIONS THIS SHEET. WHERE PAVERS ARE LOCATED ON BEACH ACCESS RAMP SEE STRUCTURAL DETAIL FOR ADDITIONAL INSTALLATION INFORMATION.

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
03	PRODUCT: SHELL STONE PAVER SIZE: 4"X8", TUMBLED COLOR: CORAL (MATCH EXISTING) PATTERN: HERRINGBONE MANUFACTURER REP CONTACT: OLDCASTLE	548 SF	

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September 24, 2024
Reviewed by — Date

811 Know what's below. Call before you dig.

DESIGN INTENT DRAWINGS ONLY
CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR CONSTRUCTION PERMITS

RECEIVED
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VO-2333 AR

INTERLOCKING CONCRETE PAVERS

PAVER MANUFACTURER:
ALL PAVERS SPECIFIED ARE TO BE MANUFACTURED BY OLDCASTLE PRODUCTS, INC. CONTACT: (772) 519-1511

SUBMITTALS:

A. CONCRETE PAVERS:
FOUR (4) REPRESENTATIVE FULL-SIZE SAMPLES OF EACH PAVER TYPE, THICKNESS, COLOR, FINISH THAT INDICATE RANGE OF COLOR VARIATION AND TEXTURE EXPECTED IN THE FINISHED INSTALLATION, COLOR(S) SELECTED BY LANDSCAPE ARCHITECT FROM MANUFACTURER'S AVAILABLE COLORS AND/OR CUSTOM COLORS. ACCEPTED SAMPLES BECOME THE STANDARD OF ACCEPTANCE FOR THE WORK.

B. PAVER INSTALLATION SUBCONTRACTOR:
1. A COPY OF SUBCONTRACTOR'S CURRENT CERTIFICATE FROM THE INTERLOCKING CONCRETE PAVER INSTITUTE (ICPI) CONCRETE PAVER INSTALLER CERTIFICATION PROGRAM.
2. JOB REFERENCES FROM PROJECTS OF SIMILAR SIZE AND COMPLEXITY. PROVIDE OWNER/CLIENT/GENERAL CONTRACTOR NAMES, POSTAL ADDRESS, PHONE, FAX, AND EMAIL ADDRESS.

QUALITY ASSURANCE:

A. PAVING SUBCONTRACTOR QUALIFICATIONS:
1. UTILIZE AN INSTALLER HAVING SUCCESSFULLY COMPLETED CONCRETE PAVER INSTALLATION SIMILAR IN DESIGN, MATERIAL, AND EXTENT INDICATED ON THIS PROJECT.
2. UTILIZE AN INSTALLER HOLDING A CURRENT CERTIFICATE FROM THE INTERLOCKING CONCRETE PAVEMENT INSTITUTE (ICPI) CONCRETE PAVER INSTALLER CERTIFICATION PROGRAM.

B. MOCK-UPS:
1. INSTALL A 11'x1' PAVER AREA
2. USE THIS AREA TO DETERMINE SURCHARGE OF THE BEDDING SAND LAYER, JOINT SIZES, LINES, LAYING PATTERN(S), COLOR(S), AND TEXTURE OF THE JOB.
3. THIS AREA WILL BE USED AS THE STANDARD BY WHICH THE WORK WILL BE JUDGED UPON FINAL INSPECTION.
4. SUBJECT TO ACCEPTANCE BY OWNER, MOCK-UP MAY BE RETAINED AS PART OF FINISHED WORK.
5. IF MOCK-UP IS NOT RETAINED, REMOVE AND PROPERLY DISPOSE OF MOCK-UP.

DELIVERY, STORAGE, & HANDLING:

*COMPLY WITH MANUFACTURER'S ORDERING INSTRUCTIONS AND LEAD-TIME REQUIREMENTS TO AVOID CONSTRUCTION DELAYS

A. DELIVERY:
DELIVER MATERIALS IN MANUFACTURER'S ORIGINAL, UNOPENED, UNDAMAGED CONTAINERS PACKAGING WITH IDENTIFICATION LABELS INTACT.

B. STORAGE & PROTECTION:
1. STORE MATERIALS PROTECTED SUCH THAT THEY ARE KEPT FREE FROM MUD, DIRT, AND OTHER FOREIGN MATERIALS. STORE CONCRETE PAVER CLEANERS AND SEALERS PER MANUFACTURER'S SPECIFICATIONS.
2. COVER BEDDING SAND AND JOINT SAND WITH WATERPROOF COVERING IF NEEDED TO PREVENT EXPOSURE TO RAINFALL OR REMOVAL BY WIND. SECURE THE COVERING IN PLACE.
3. AFTER APPLICATION, SURFACE SHOULD BE ALLOWED TO SET FOR 24 HOURS BEFORE DRIVING ON THE SURFACE.

PRODUCT SUBSTITUTIONS:

*NO SUBSTITUTIONS ARE PERMITTED WITHOUT APPROVAL FROM LANDSCAPE ARCHITECT OR ALEX BOHLMANN CITY OF ORMOND BEACH ENGINEER.

BEDDING AND JOINT SAND:

*PROVIDE BEDDING AND JOINT SAND AS FOLLOWS:

1. WASHED, CLEAN, NON-PLASTIC, FREE FROM DELETERIOUS OR FOREIGN MATTER, ASYMMETRICALLY SHAPED, NATURAL OR MANUFACTURED FROM CRUSHED ROCK.
2. DO NOT USE LIMESTONE SCREENINGS, CRUSHED SHELL, STONE DUST, OR SAND FOR THE BEDDING SAND MATERIAL THAT DO NOT CONFORM TO THE GRADING REQUIREMENTS OF ASTM C33.
3. DO NOT USE MASON SAND OR SAND CONFORMING TO ASTM C144 FOR THE BEDDING SAND.
4. WHERE CONCRETE PAVERS ARE SUBJECT TO VEHICULAR TRAFFIC, UTILIZE SANDS THAT ARE AS HARD AS PRACTICALLY AVAILABLE.
5. SIEVE ACCORDING TO ASTM C 136.

ACCESSORY TREATMENTS:

CLEANER AND SEALER LISTED BELOW SHALL BE UTILIZED FOR THIS PROJECT AND SHALL BE BY TECHNISEAL (800-469-1329, TECHNISEAL.COM) UNLESS OTHERWISE APPROVED BY LANDSCAPE ARCHITECT. THE FOLLOWING TECHNISEAL PRODUCTS SHALL BE APPLIED IN THE FOLLOWING ORDER TO MANUFACTURERS SPECIFICATIONS:

1. CONCRETE PAVER CLEANER:
TECHNISEAL HC HARDSCAPE CLEANER FOR PAVERS AND SLABS

2. CONCRETE PAVER SEALER:
TECHNISEAL UL 4 PROTECTOR FOR PAVERS AND SLABS

*APPLICATION OF PAVER CLEANER AND SEALER SHALL BE APPLIED WITH THE FOLLOWING CONSIDERATIONS BEING MADE PRIOR TO APPLICATION:

1. SURFACES MUST BE CLEAN, DRY (24 HOURS WITHOUT PRECIPITATION), AND WARM TO THE TOUCH.
2. TEMPERATURES BETWEEN 60 DEGREES AND 85 DEGREES FAHRENHEIT.
3. AFTER APPLICATION, SURFACE SHOULD BE ALLOWED TO SET FOR 24 HOURS BEFORE DRIVING ON THE SURFACE.

0 10 20 30 40
SCALE : 1" = 20'

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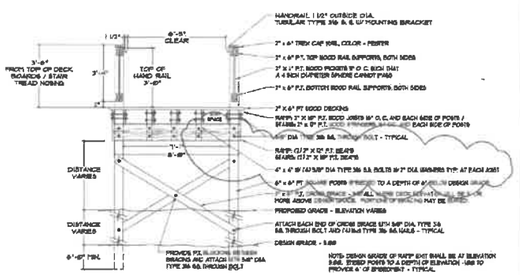
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ANDY ROMANO PARK
FINAL ENGINEERING PLANS
HARDSCAPE PLAN & DETAILS
VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZC 23150
DESIGNED BY: JS
DRAFTED BY: JS
CHECKED BY: JS
DRAWING FILE: 23150HA
XREFS: XXXXLDWG
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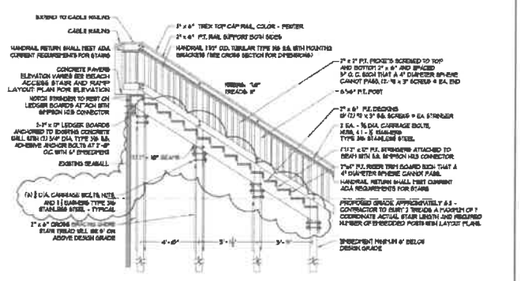
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SHEET: HA1 OF 2



3 TYPICAL RAMP/STAIR BEACH ACCESS CROSS SECTION

N.T.S.



4 TYPICAL BEACH ACCESS STAIR DETAIL

N.T.S.

ZEV COHEN & ASSOCIATES, INC
300 Interchange Blvd. Ormond Beach, Florida, 32174
(386) 677-2482 FAX 677-2505
PLANNERS • LANDSCAPE ARCHITECTS

TITLE: ADDENDUM #1	SHEET 2 of 8
PROJECT: ANDY ROMANO BEACHFRONT PARK	
Project No.: 10188	FILE LOCATION: 10188HA
By: JD DATE: 11/12/12	REFERENCE SHEET: HA4

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3 TYPICAL RAMP/STAIR BEACH ACCESS CROSS SECTION
NTS

4 TYPICAL BEACH ACCESS STAIR DETAIL
NTS

WOOD AND FASTENER NOTE: APPLIES TO ALL SHEETS

1. ALL NEW WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THE FLORIDA BUILDING CODE, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FOR EXPENDABLE STRUCTURES), AND THE ADA ACCESSIBILITY REQUIREMENTS. IF THERE ARE ANY CONFLICTS BETWEEN THE INFORMATION INDICATED ON THE CONSTRUCTION DOCUMENTS AND THE BUILDING CODE, FDEP, OR ADA REQUIREMENTS, THE MORE STRINGENT REQUIREMENT SHALL APPLY AND/OR THE OPTION THAT PROVIDES THE GREATEST BENEFIT TO THE OWNER. CONTRACTOR SHALL VERIFY THAT ALL STRUCTURAL SPECIFICATIONS AND BUILDING CODES ARE SATISFIED. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES AND REQUEST CLARIFICATION IF NECESSARY. IF CHANGES ARE NECESSARY, CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT.

2. ALL WOOD MEMBERS ARE TO BE PRESSURE TREATED #1 GRADE OF SOUTHERN YELLOW PINE IN CONFORMANCE WITH THE AWPA USE CATEGORIES. ALL WOOD MEMBERS SHALL BE - 0.6 ACQ, UNLESS OTHERWISE SPECIFIED.

3. ALL SPLICE JOINTS ARE TO FALL AT BEAMS - SEE DETAILS.

4. ALL FASTENERS SHALL BE TYPE 316 STAINLESS STEEL. BOLTS SHALL BE SPACED EQUALLY AND SHALL NOT BE CLOSER THAN 4 BOLT DIAMETERS FROM THE EDGE OF THE LUMBER.

5. ALL DECKING SHALL BE FASTENED TO JOISTS WITH TYPE 316 STAINLESS STEEL DECK SCREWS.

6. CONTRACTOR SHALL USE SIMPSON STRONG-TIE 316L STAINLESS STEEL CONNECTORS & FASTENERS.

7. CONTRACTOR SHALL ONLY REMOVE SOIL/SAND NECESSARY TO INSTALL POSTS BEAMS, AND JOISTS. SOIL SHALL BE STORED ON SITE AND SHALL BE BACKFILLED IMMEDIATLY AFTER INSTALLATION OF MEMBER.

8. CONTRACTOR TO BE FAMILIAR WITH EXISTING FIELD CONDITIONS AS WELL AS EXISTING AND PROPOSED GRADES PRIOR TO ENTERING BID.

9. ALL DETAILS, SECTIONS, AND NOTES ON THE CONSTRUCTION DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT.

10. HANDRAILS SHALL BE PROVIDED CONTINUOUSLY ALONG BOTH SIDES OF RAMPS AND STAIRS IN ACCORDANCE WITH CHAPTER 10 (MEANS OF EGRESS) AND CHAPTER 11 (*Florida Accessibility Code for Building Construction*) OF THE 2007 FLORIDA BUILDING CODE: BUILDING. THESE REQUIREMENTS SHALL GOVERN OVER THE INFORMATION NOTED OR ILLUSTRATED ON THE CONSTRUCTION DOCUMENTS. HANDRAIL FABRICATION AND INSTALLATION SHOP DRAWINGS SHALL BE REVIEWED BY THE ENGINEER AND COUNTY PRIOR TO FABRICATION. HOWEVER, THE REVIEW OF THE SHOP DRAWINGS DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE CONSTRUCTION DOCUMENTS AND APPLICABLE BUILDING CODES. THE ENGINEER RECOMMENDS THE CONTRACTOR FIELD VERIFY THE LOCATION AND CONFIGURATION OF THE INSTALLED WOOD FRAMING COMPONENTS PRIOR TO SUBMITTING THE HANDRAIL SHOP DRAWINGS.

11. ALL MATERIALS UTILIZED FOR HANDRAILS, HANDRAIL COMPONENTS, CONNECTORS, FASTENERS, ETC. SHALL BE COMPOSED OF TYPE 316 STAINLESS STEEL. THE FABRICATOR OF THE STAINLESS STEEL MATERIALS SHALL REMOVE ALL FREE IRON AND CLEAN THE STAINLESS STEEL WITH A PASSIVATION PROCESS IMMEDIATELY PRIOR TO INSTALLATION. THE CONTRACTOR SHALL PERFORM ANY FIELD REPAIRS OR CLEANING NECESSARY TO CORRECT THE DEFICIENCIES AND/OR DEFECTS.

12. THE ENGINEER SHALL NOT HAVE CONTROL OR BE RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES, OR SEQUENCES IN FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR OR ANY OTHER PERSONS PERFORMING THE WORK OR THE FAILURE OF ANY OF THEM TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR AND SUBCONTRACTORS SHALL COMPLY WITH ALL OSHA STANDARDS AND REGULATIONS.

13. THE CONTRACTOR SHALL PROVIDE TEMPORARY BRACING, SHORING, GUYING, OR OTHER MEANS TO SUPPORT THE STRUCTURAL ELEMENTS DURING ERECTION AND IN PLACE PRIOR TO THE COMPLETION OF CONSTRUCTION.

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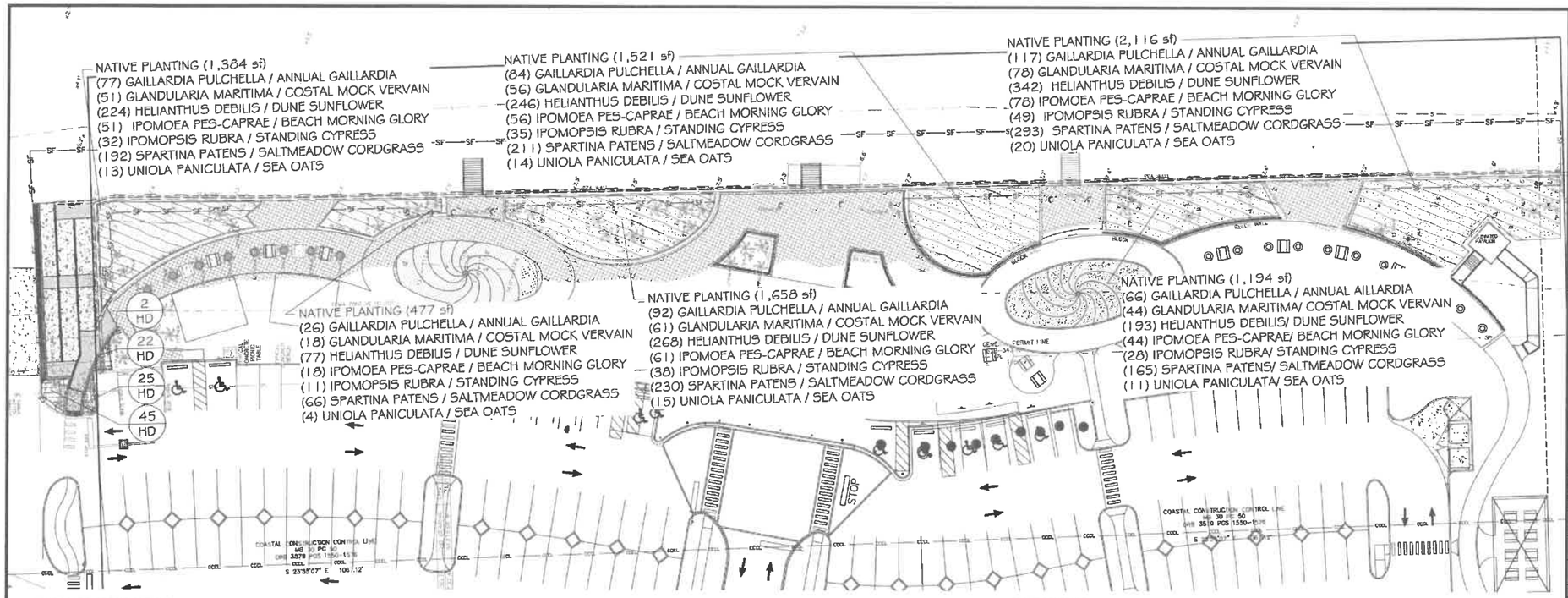
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ANDY ROMANO PARK
FINAL ENGINEERING PLANS
HARDSCAPE PLAN & DETAILS
VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZO 23150
DESIGNED BY: JS
DRAFTED BY: JS
CHECKED BY: JS
DRAWING FILE: 23150HA
XREFS: XXXXLDWG
XREFS: XXXXLDWG

Jake E Stehr
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SHEET: HA2 OF 2



LANDSCAPE SPECIFICATIONS

1. FLORIDA #1: ALL PLANT MATERIAL SHALL BE FLORIDA GRADE NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF 'GRADES AND STANDARDS FOR NURSERY PLANTS', PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
2. EXISTING PLANTS: IF EXISTING LANDSCAPING INTERFERES WITH PROPOSED PLANTINGS SHOWN ON PLAN, THE EXISTING LANDSCAPING IS TO BE REMOVED IN FAVOR OF THE NEW PLANTINGS, UNLESS OTHERWISE INDICATED. IF THE EXISTING VEGETATION IS INTENDED TO REMAIN, THE PROPOSED LANDSCAPING SHALL BE LOCATED AS CLOSE AS POSSIBLE TO ITS INTENDED LOCATION.
3. MULCH: IN AN EFFORT TO MAINTAIN THE NATIVE/NATURAL AESTHETIC OF THE SITE, 'MULCH' SUBSTITUTE SHALL BE NATIVE SAND EXISTING ON SITE. SAND SHALL BE CLEANED FREE OF ANY FOREIGN PARTICULATE AND BROADCAST EVENLY THROUGHOUT PROPOSED LANDSCAPE AREAS TO CREATE A 3"-4" DEEP LAYER OF CLEAN SAND.
4. QUANTITIES: IN THE EVENT OF A VARIATION BETWEEN THE QUANTITIES SHOWN ON THE PLANT LIST AND THE QUANTITIES OF PLANTS SHOWN ON THE PLAN, THE PLAN SHALL CONTROL.
5. UNFORESEEN CONFLICTS: CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PORTION OF THE LANDSCAPE PLAN AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNFORESEEN OBSTRUCTIONS, GRADE DIFFERENCES, STANDING WATER, SOIL CONDITIONS OR OTHER CONFLICTS EXIST. SUCH UNFORESEEN CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. SUBSTITUTIONS: NO SUBSTITUTIONS OR VARIATIONS OF ANY PLANT MATERIAL OR ITS INSTALLED LOCATION SHALL BE PERMITTED WITHOUT THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
7. CONTAINERS: IF GALLONAGE FOR PLANTS OR TREES IS SHOWN THEY SHALL BE CONTAINER GROWN AND THE SIZE SHOWN SHALL REPRESENT THE MINIMUM ALLOWABLE GALLONAGE. IN ALL CASES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.
8. PLANTING SOIL: CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. IF SOIL CONDITIONS ARE DEEMED UNSUITABLE FOR PROPER PLANT HEALTH, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND PROPER SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. THE CONTRACTOR SHALL REMOVE LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH ACCEPTABLE SOIL. ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.8 AND 7.5, BE ORGANIC IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
9. TOPSOIL: TOPSOIL MATERIAL SHALL BE FREE FROM ALL HARD CLODS, WEEDS, STONES OVER 1" IN DIAMETER, CLAY, HARD PAN, NOXIOUS OR OTHER UNDESIRABLE PLANTS, SOD, INSECTS, SEEDS, OR MATERIAL WHICH MAY BE HARMFUL FOR GROWTH.
10. WEEDS: IF PRESENT, THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY WEEDS FROM PLANTING AND SOD AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS AND SOD FREE OF WEEDS FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.
11. GRADING: UNLESS OTHERWISE STATED ON THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED AND SODDED IN ORDER TO ELIMINATE BUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 2" OF GRADE TO BE ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND RE-GRADING WASHOUT AREAS CAUSED BY EROSION UNTIL FINAL ACCEPTANCE OF THE PROJECT.
12. STAKING: ALL TREES AND PALMS ARE TO BE STAKED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERS TO USE OTHER STAKING METHODS THAN SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED STAKING DETAILS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. NO UNAPPROVED STAKING METHODS SHALL BE USED. CONTRACTOR SHALL STRAIGHTEN, REPAIR, AND/OR REPLACE ANY PLANTS DAMAGED BY FAILURE TO PROPERLY STAKE OR GUY ANY TREES & PALMS ON SITE, AT THEIR OWN EXPENSE.
13. BED LINES: CONTRACTOR TO ENSURE CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO ADJACENT STRUCTURES UNLESS DESIGNED OTHERWISE.
14. FERTILIZER: OSMOCOTE SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREE, SHRUB, AND GROUNDCOVER PLANTING AREAS AT THE RATE OF THREE (3) TABLESPOONS PER 2 S.F. OF PLANTING AREA.
15. DRAINAGE: THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THIS WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNERS REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE. CONTRACTOR IS RESPONSIBLE FOR ALL LANDSCAPE/SOD AREAS TO PROPERLY DRAIN AWAY FROM BUILDING STRUCTURES.
16. SPECIFICATIONS: THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO REJECT ANY AND ALL PLANT MATERIAL AND WORKMANSHIP WHICH IN HIS OR HER OPINION DOES NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
17. PLANT SELECTION: THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF THE NURSERY PLANT SOURCE LOCATION A MINIMUM OF 72 HOURS PRIOR TO PURCHASING THE MATERIAL. THE LANDSCAPE ARCHITECT SHALL ACCOMPANY THE CONTRACTOR AND THEIR DESIGNATED LANDSCAPE CONTRACTOR TO THE NURSERY TO REVIEW THE PLANT MATERIAL TAGGED BY THE LANDSCAPE ARCHITECT WILL REVIEW THE TAGGED MATERIAL TO BE PURCHASED TO GENERALLY CONFIRM IT MEETS THE SPECIFICATION STANDARDS STATED IN NOTE ---. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE QUALITY, SPECIFICATION, INSTALLATION, AND SURVIVORSHIP OF THE PLANT MATERIAL.
18. CLEARANCE PRUNING: ANY TREE PRUNING OF LOWER LIMBS AND CANOPY OF CONSERVED AND PROTECTED TREES THAT ARE GROWING OVER SIDEWALK, ROADWAY AND/OR ON-SITE CONSTRUCTION ACTIVITIES SHALL BE OVERSEEN AND/OR CONDUCTED BY AN I.S.A CERTIFIED ARBORIST TO ENSURE PROPER REDUCTION CUTS AND PRUNING IS CONDUCTED TO MAINTAIN THE STRUCTURAL INTEGRITY AND HEALTH OF THE TREE. TREES SHALL BE PRUNED TO ADHERE TO A MINIMUM OF EIGHT FEET (8') CLEARANCE OVER SIDEWALKS (PEDESTRIAN ACTIVITIES) AND SIXTEEN FEET (16') CLEARANCE OVER PARKING AREAS/ROADWAYS.
19. WILDLIFE NOTIFICATION: THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT WHO SHALL PROPOSE PLANT SUBSTITUTIONS UPON WRITTEN NOTIFICATION OF NUISANCE ANIMAL EXISTENCE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE ANY/ALL INSTALLED PLANT MATERIAL DESTROYED/DAMAGED BY WILDLIFE WITHIN THE MAINTENANCE PERIOD.
20. TURNOVER: CONTRACTOR SHALL CONTACT OWNERS REPRESENTATIVE FOR A TURNOVER DATE TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF WORK BY THE LANDSCAPE ARCHITECT OR OWNER. ANY WORK DEEMED UNACCEPTABLE SHALL BE CORRECTED IMMEDIATELY AND RE-INSPECTED AS SCHEDULED.
21. MAINTENANCE: CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE TO BEGIN AFTER EACH PLANT HAS BEEN INSTALLED AND SHALL CONTINUE 90 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOWING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
22. GUARANTEE: CONTRACTOR SHALL GUARANTEE AND REPLACE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE FOR WORK FOUND ACCEPTABLE. ANY CORRECTED WORK SHALL HAVE A PROPORTIONAL EXTENSION OF WARRANTY ONCE APPROVED. ANY SICK OR DEAD MATERIAL SHALL BE REPLACED IMMEDIATELY. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE TO HONOR ANY WARRANTY FOR THE LOSS OF ANY PLANT MATERIAL CAUSED BY FLOODING, FIRE, ABNORMAL FREEZING TEMPERATURES, WINDS OVER 50 MPH, LIGHTNING, ANY OTHER NATURAL DISASTER, OR ANY LOSS/DAMAGE CAUSED BY VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
23. CALL BEFORE YOU DIG: CONTRACTOR SHALL NOTIFY SUNSHINE 811 AND HAVE UTILITIES LOCATED, PRIOR TO DIGGING, BY CALLING 811. CONTRACTOR SHALL NOT PLANT TREES WITHIN 3' OF AN UNDERGROUND UTILITY, EITHER AS LOCATED OR AS SHOWN ON THE PLAN, WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM OWNERS REPRESENTATIVE.
24. RECORD DRAWINGS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT 'REDLINED' MARK-UPS OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS. THESE AS-BUILT 'REDLINES' SHALL BE REPRESENTED ON ZEV COHEN & ASSOCIATES, INC. PLAN SHEETS AND PROVIDED TO THE LANDSCAPE ARCHITECT.

IRRIGATION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 'REDLINED' MARK-UPS OF THE IRRIGATION IMPROVEMENTS TO THE LANDSCAPE ARCHITECT.
2. AMEND EXISTING AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE OF ALL NEW PLANTINGS.

PLANT SCHEDULE

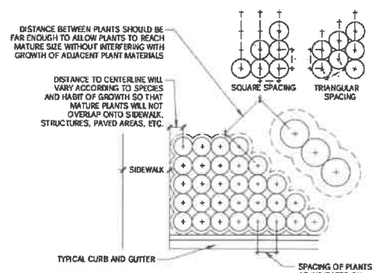
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
GROUND COVERS						
HD	94	HELIANTHUS DEBILIS	DUNE SUNFLOWER	6"	18" o.c.	

NATIVE PLANTING SCHEDULE

DUNE RESTORATION PLANTING	8,350 SF			
GAILLARDIA PULCHELLA / ANNUAL GAILLARDIA	462	6"	12% @ 18" oc	
GLANDULARIA MARITIMA / COASTAL MOCK VERVAIN	308	6"	8% @ 18" oc	
HELIANTHUS DEBILIS / DUNE SUNFLOWER	1,350	6"	35% @ 18" oc	
IPOMOEA PES-CAPRAE / BEACH MORNING GLORY	308	6"	8% @ 18" oc	
IPOMOPSIS RUBRA / STANDING CYPRESS	193	6"	5% @ 18" oc	
SPARTINA PATENS / SALTMEADOW CORDGRASS	1,157	6"	30% @ 18" oc	
UNIOLA PANICULATA / SEA OATS	77	6"	2% @ 18" oc	

APPROVED PLAN AS PERMITTED
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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
APPROVED CONSTRUCTION AND ANY OTHER AUTHORIZED ACTIVITIES MUST COMPLY WITH ALL CONDITIONS OF THE PERMIT. CONSTRUCTION AND ACTIVITIES ARE STRICTLY LIMITED TO THOSE BOTH SHOWN ON THE APPROVED PLANS AND LISTED IN THE PROJECT DESCRIPTION. THIS PERMIT IS ISSUED PURSUANT TO CHAPTER 62B-33, F.A.C. AND OTHER PERMITS MAY BE REQUIRED.
September 24, 2024
Reviewed by Date

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July 8, 2024
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1 PLANT SPACING DETAIL
N.T.S. P-LA-SHR-PLAN-01

ZEV COHEN
& ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
WWW.ZEVCOHEN.COM

NO.	DATE	BY	SUBMITTALS / REVISIONS

ANDY ROMANO PARK
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS
VOLUSIA COUNTY, FLORIDA
CITY OF DAYTONA BEACH

PROJECT NO: ZC.23.58
DESIGNED BY: JS
DRAFTED BY: JS
CHECKED BY: JS
DRAWING FILE: 23150-LA
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

Jake E Stehr
This item has been digitally signed and sealed by Jake Stehr on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
2024.07.03
16:40:10-04'00'
JAKE STEHR, LA #0 6667452
NOT VALID WITHOUT SEAL

SHEET: LA1 OF 1

SPECIAL CONDITIONS, REQUIREMENTS AND NOTES TO OWNER, DEVELOPER AND CONTRACTORS

CONTRACTOR, BUILDER AND SUBCONTRACTORS INVOLVED IN ANY FORM OF CONSTRUCTION USING THESE DOCUMENTS SHALL INFORM THE OWNER AND DEVELOPER IN WRITING PRIOR TO CONSTRUCTION OF THE FOLLOWING RESPONSIBILITIES, PERFORMANCE CRITERIA AND LIMITATIONS AND RISKS ASSOCIATED WITH CONSTRUCTION. IF THE OWNER, DEVELOPER OR CONTRACTOR IS NOT ABLE TO ACCEPT RESPONSIBILITIES OR PERFORMANCE CRITERIA AND LIMITATIONS, NOTIFY OUR OFFICE PRIOR TO START OF CONSTRUCTION. IT SHALL BE EXPRESSLY UNDERSTOOD THAT THE ENGINEER IS NOT RESPONSIBLE OR LIABLE FOR THE LACK OF PERFORMANCE OF MATERIALS, SYSTEMS OR DESIGNS NOT BEING LISTED TO ITEMS OUTLINED BELOW. CONTRACTORS AND SUBCONTRACTORS SHALL THOROUGHLY REVIEW ALL CONDITIONS AND RESPONSIBILITIES STATED IN THESE NOTES, GENERAL STRUCTURAL NOTES, PLANS, SECTIONS AND DETAILS AND SHALL NOTIFY THE ENGINEER AND OWNER IN WRITING PRIOR TO CONSTRUCTION OF ANY CONDITIONS OR RESPONSIBILITIES WHICH ARE NOT ACCEPTABLE OR NOT UNDERSTOOD.

1. PLAIN CONCRETE, REINFORCED CONCRETE OR CONCRETE MASONRY DEVELOP CRACKS. THE CRACKS ARE DUE TO INHERENT SHRINKAGE, CREEP AND RESTRAINING EFFECTS. CRACKS ARE NORMALLY COSMETIC AND THE SYSTEM MAINTAINS SERVICEABILITY AND STRENGTH REQUIREMENTS. JOINTS MAY BE INDICATED TO CONTROL CRACKING, BUT ARE NOT MEANT TO ELIMINATE ALL CRACKING, AS THIS IS NOT PRACTICAL. THE CONTRACTOR SHALL USE ALL STANDARD MEANS TO INSURE PROPER PROTECTION AND CURING OF CEMENTIOUS MATERIALS TO REDUCE CRACKING. SURFACE SPALLING OR EXTREME CRACKING MAY BE CAUSED BY POOR MATERIAL OR PLACEMENT. CONTACT OUR OFFICE FOR POSSIBLE REPAIR REQUIREMENTS.

2. FOUNDATIONS HAVE BEEN DESIGNED WITHOUT A SOIL INVESTIGATION OR RECOMMENDATIONS FROM A GEOTECHNICAL CONSULTANT. FOUNDATIONS ARE TO BEAR ON STABLE SOILS COMPETENT IN SUSTAINING LOADS STATED IN THE FOUNDATION NOTES BELOW WITHOUT EXCESSIVE SETTLEMENT OR HEAVE. BE ADVISED THAT FOUNDATION MOVEMENT MAY OCCUR AND THAT DESIGNS CONTAINED HEREIN DO NOT ATTEMPT TO MITIGATE SOIL CONDITIONS. STRUCTURES MAY BE AT RISK OF DAMAGE WHERE STABLE SOILS ARE NOT PRESENT. ATTENTION TO PROPER SOIL PREPARATION, GRADING AS WELL AS PROPER DRAINAGE AWAY FROM STRUCTURE, IS ESSENTIAL IN REDUCING SOIL MOVEMENT.

3. VARIATION IN DIMENSIONS MAY OCCUR AS A RESULT OF THERMAL INFLUENCES, NATURAL DEFLECTIONS AND/OR CAMBERS OF MEMBERS. AS A RESULT, QUANTITIES MAY VARY AND ARCHITECTURAL FINISHES MAY BE AT RISK OF COSMETIC VARIATION OR DAMAGE.

4. **THE ENGINEER SHALL NOT BE RESPONSIBLE FOR VARIATIONS TO PLANS BETWEEN BID PROCESS AND FINALIZED APPROVED DOCUMENTS RELEASED FOR CONSTRUCTION. ADDITIONS AND ALTERATIONS MAY BE MADE BETWEEN RELEASE OF BID DOCUMENTS AND FINALIZED CONSTRUCTION DOCUMENTS.**

5. DESIGNS HAVE BEEN COMPLETED USING THE CODE STATED IN THE BASIS FOR DESIGN. OTHER SPECIALIZED CODES OR DIRECTIVES (HUD, OSHA, ASSHTO, ETC.) ARE NOT USED IN THE PREPARATION OF THESE DOCUMENTS AND ARE NOT REFERENCED.

6. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE STRUCTURAL ENGINEERS IN THIS OR SIMILAR LOCALITIES. THEY NECESSARILY ASSUME THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR, SUBCONTRACTOR AND/OR WORKPERSONS WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, IT IS UNDERSTOOD THAT THE CONTRACTOR WILL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR ALL WORK NOT EXPLICITLY SHOWN.

7. CALCULATION AND DESIGN OF MISCELLANEOUS NON-STRUCTURAL ITEMS, SUCH AS STAIRS, RAILINGS, NON-STRUCTURAL WALLS AND PREFABRICATED STRUCTURAL ITEMS, SUCH AS FLOOR AND ROOF TRUSSES, ARE NOT INCLUDED AND IS TO BE PROVIDED BY OTHERS UNLESS SPECIFICALLY NOTED ON THESE DRAWINGS.

8. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. IF SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DESIGN AND PROVIDE ADEQUATE SHORING, BRACING, FORMWORK, ETC. AS REQUIRED FOR THE PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. CONSTRUCTION MATERIALS SHALL BE UNIFORMLY SPREAD OUT SUCH THAT DESIGN LIVE LOAD PER SQUARE FOOT AS STATED HEREIN IS NOT EXCEEDED. VISITS TO THE SITE BY THE STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION PROCEDURES INCLUDING SHORING AND PROTECTION OF ADJACENT PROPERTY, STRUCTURES, STREETS AND UTILITIES IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT. ALL WORK OR CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES, REGULATIONS AND SAFETY REQUIREMENTS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS, CONDITIONS AND ELEVATIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL INFORM THE ARCHITECT IN WRITING OF ANY DISCREPANCIES OR OMISSIONS NOTED ON THE DRAWINGS. ANY SUCH DISCREPANCY, OMISSION, OR VARIATION NOT REPORTED BEFORE START OF CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

11. WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS, SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDA.

12. OPTIONS ARE FOR CONTRACTOR'S CONVENIENCE. IF AN OPTION IS USED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY CHANGES AND SHALL COORDINATE ALL DETAILS.

13. TYPICAL DETAILS AND NOTES SHALL APPLY, THOUGH NOT NECESSARILY INDICATED AT A SPECIFIC LOCATION ON PLANS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT. DETAILS MAY SHOW ONLY ONE SIDE OF CONNECTION OR MAY OMIT INFORMATION FOR CLARITY. WHERE DISCREPANCIES OCCUR IN THESE DRAWINGS, NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS. SOME DETAILS NOTED ON THE TYPICAL DETAIL SHEETS MAY NOT BE APPLICABLE TO THIS SPECIFIC PROJECT AND ARE ONLY FOR INFORMATION. CONTACT STRUCTURAL ENGINEER FOR FURTHER INFORMATION REGARDING THESE DETAILS

14. ALL INSPECTIONS REQUIRED BY THE BUILDING CODES, LOCAL BUILDING OFFICIALS, OR BY THESE PLANS SHALL BE PROVIDED BY AN INDEPENDENT INSPECTION COMPANY OR, THE BUILDING DEPARTMENT. INSPECTION REQUIREMENTS STATED HEREIN ARE PARTIAL. COMPLETE INSPECTION REQUIREMENTS SHALL BE AS DIRECTED BY THE LOCAL BUILDING DEPARTMENT. SITE VISITS BY THE ENGINEER DO NOT CONSTITUTE AN INSPECTION, UNLESS SPECIFICALLY CONTRACTED FOR.

15. **SHOP DRAWINGS (3 COPIES ONLY) SHALL BE SUBMITTED FOR ALL STRUCTURAL ITEMS. SHOP DRAWINGS ARE REVIEWED ONLY FOR GENERAL COMPLIANCE WITH THE STRUCTURAL DRAWINGS. REVIEW DOES NOT INDICATE THAT THE SHOP DRAWINGS ARE CORRECT OR COMPLETE. RESPONSIBILITY FOR CORRECTNESS SHALL REST WITH THE CONTRACTOR. ANY CHANGES, SUBSTITUTIONS, OR DEVIATIONS FROM CONTRACT DRAWINGS SHALL BE CLOUDED. ANY OF THE AFOREMENTIONED SHALL NOT BE CONSIDERED APPROVED AFTER ENGINEER'S REVIEW UNLESS SPECIFICALLY NOTED ACCORDINGLY. THE SHOP DRAWINGS DO NOT SUPERSEDE OR REPLACE THE ORIGINAL CONTRACT DRAWINGS. ANY ENGINEERING PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN APPROPRIATELY REGISTERED ENGINEER. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ADEQUACY OF ENGINEERING DESIGNS PERFORMED BY OTHERS. ALLOW 5 WORKING DAYS FOR THE ENGINEER'S REVIEW. ONE COPY OF EACH SUBMITTAL WILL BE RETAINED FOR THE ENGINEER'S RECORDS.**

16. **IF A CONTRACTOR OR OWNER FAILS TO OBTAIN ENGINEERING APPROVAL OF THE SHOP DRAWINGS, THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE STRUCTURAL CERTIFICATION AND DESIGN OF THE PROJECT. THE GENERAL CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS BEFORE SUBMISSION TO THE ENGINEER AND MAKE ALL CORRECTIONS AS HE/SHE DEEMS NECESSARY AND SHALL CERTIFY ON EACH DRAWING AS FOLLOWS:**

"I CERTIFY THAT THE CONTRACT DOCUMENT REQUIREMENTS HAVE BEEN MET AND ALL DIMENSIONS, CONDITIONS AND QUANTITIES ARE VERIFIED AS SHOWN AND/OR AS CORRECTED ON THIS DRAWING"

SIGNED . . . . . .

DATE: . . . . . (FOR O.C.)

RECEIVED
July 8, 2024
OFFICE OF RESILIENCE AND COASTAL PROTECTION
VO-2333 AR

BASIS FOR DESIGN

1. BUILDING CODE: 2023 EDITION OF THE FLORIDA BUILDING CODE
2. SEAWALL FORCES: FLOOD ZONE VE
   STATIC BASIC FLOOD ELEVATION (BFE) = 10.00 FT
   BREAKING WAVE FORCE=12.0 KIPS/FT
3. WIND LOAD: 136 MPH BASIC WIND SPEED; 106 MPH (ASD)
   EXPOSURE D (OPEN) α0.00
   RISK CATEGORY II

FOUNDATION NOTES

1. GEOTECHNICAL REPORT: UNIVERSAL ENGINEERING SERVICES, UES PROJECT NO. 0430.2400255.0000, UES REPORT NO. 2041893, DATED FEBRUARY 28, 2024.
2. SHEETING PANEL DEPTH = 20 FEET
3. FOOTING DEPTH: BASE OF CONVENTIONAL FOOTINGS SHOULD BE EMBEDDED A MINIMUM OF 18 INCHES BELOW LOWEST ADJACENT EXTERIOR GRADE. FOOTINGS SHALL BE PLACED ON COMPACTED FILL. (SEE BELOW FOR DEFINITION OF GRADE)
4. ALLOWABLE FOOTING BEARING: 2000 PSF. INCREASE AN ADDITIONAL 500 PSF FOR EACH ADDITIONAL 12 INCHES OF EMBEDMENT UP TO MAX OF 4000 PSF. ONE-THIRD INCREASE FOR SEISMIC OR WIND LOAD COMBINATIONS
5. LATERAL DESIGN SOIL PRESSURE: AT CANTILEVER RETAINING WALLS 35 PSF/FT ACTIVE PRESSURE (EQUIVALENT FLUID).
   AT BRACED WALLS 55 PSF/FT AT REST PRESSURE (EQUIVALENT FLUID).
   FRICTION COEFFICIENT 0.5 (WITH 1.5 FACTOR SAFETY)
6. ALL FOOTINGS SHALL EXTEND TO DEPTH NOTED ABOVE AND ON PLANS OR DETAIL. GRADE IS DEFINED AS TOP OF SLAB FOR INTERIOR FOOTINGS, AND LOWEST ADJACENT COMPACTED SUBGRADE (PAD GRADE BEFORE LANDSCAPING) OR NATURAL GRADE WITHIN 5 FEET OF BUILDING FOR PERIMETER FOOTINGS. GRADE IS DEFINED AS TOP OF EXTERIOR PAVING OR CONCRETE WHERE EXTERIOR PAVING OR CONCRETE IS PERMANENTLY LOCATED DIRECTLY ADJACENT TO BUILDING AND EXTENDS AT LEAST 5 FEET FROM BUILDING. LOCATION OF FOUNDATIONS NEAR SLOPES SHALL COMPLY WITH FBC. FOOTING EXCAVATIONS SHALL BE CLEAN AND FREE FROM LOOSE DEBRIS, STANDING WATER, OR UNCOMPACTED MATERIAL AT TIME OF CONCRETE PLACEMENT.
7. SITE PREPARATION AND GRADING REQUIREMENTS OF THE GEOTECHNICAL REPORT AND ANY ADDENDA SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF FOUNDATIONS. ANY TESTS, INSPECTIONS, FIELD OBSERVATIONS, OR APPROVAL FROM THE GEOTECHNICAL ENGINEER SHALL BE PERFORMED PRIOR TO PLACEMENT OF FOUNDATION REINFORCING STEEL OR CONCRETE. ALTERATIONS TO SITE PREPARATION OR GRADING SHALL BE REPORTED TO THE ENGINEER PRIOR TO FOUNDATION CONSTRUCTION.
8. BACKFILL AGAINST FOUNDATION WALLS OR EXTERIOR WALLS BELOW GRADE SHALL NOT BE PLACED UNTIL AFTER THE TOP OF THE WALLS ARE RESTRAINED BY THE COMPLETED INTERIOR FLOOR SYSTEMS.

INSPECTION NOTES

1. IN ADDITION TO THE STANDARD INSPECTIONS BY THE BUILDING OFFICIAL REQUIRED PER FBC, THE OWNER SHALL EMPLOY ONE OR MORE SPECIAL INSPECTORS WHO SHALL PROVIDE INSPECTIONS DURING CONSTRUCTION FOR THE TYPES OF WORK LISTED IN THIS SECTION.
2. THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.
3. TYPES OF WORK TO BE INSPECTED BY THE SPECIAL INSPECTOR ARE AS FOLLOWS:

a) DURING ALL EPOXY ANCHORING OPERATIONS FOR BOLTS, REBAR, THREADED ROD, ETC., INCLUDING VERIFICATION OF BOLT OR BAR MATERIALS, HOLE DEPTH AND DIAMETER, HOLE CLEANOUT, EPOXY MIXING AND PLACEMENT PROCEDURES, AND EMBEDMENT DEPTH IN ACCORDANCE THE CONTRACT DRAWINGS AND THE MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

b) DURING THE TAKING OF TEST SPECIMENS AND PLACING OF REINFORCED CONCRETE.

c) PRIOR TO, AND DURING THE INSTALLATION OF CONCRETE AROUND BOLTS.

d) DURING THE WELDING OF REINFORCING STEEL. EXCEPTION: SPECIAL INSPECTOR NEED NOT BE CONTINUOUSLY PRESENT DURING THE WELDING OF REINFORCING STEEL NOT LARGER THAN #5 BAR USED FOR EMBEDMENTS, PROVIDED THE MATERIALS AND QUALIFICATIONS OF WELDING PROCEDURES AND WELDERS ARE VERIFIED PRIOR TO THE START OF WORK, AND PERIODIC INSPECTIONS ARE MADE OF WORK IN PROGRESS.

4. CERTIFICATE OF APPROVAL REGARDING MATERIALS AND INSPECTION OF PREFABRICATED ITEMS SHALL BE PROVIDED IN ACCORDANCE WITH FBC.

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APPROVED CONSTRUCTION AND ANY OTHER AUTHORIZED ACTIVITIES MUST COMPLY WITH ALL CONDITIONS OF THE PERMIT. CONSTRUCTION AND ACTIVITIES ARE STRICTLY LIMITED TO THOSE BOTH SHOWN ON THE APPROVED PLANS AND LISTED IN THE PROJECT DESCRIPTION. THIS PERMIT IS ISSUED PURSUANT TO CH. 161, F.S. AND OTHER PERMITS MAY BE REQUIRED.

September 24, 2024
Reviewed by — Date

CONCRETE

1. MINIMUM 28 DAY STRENGTH (f'c) SHALL BE 5500 PSI, W/C = .40

   ALL CONCRETE EXPOSED TO ATMOSPHERE AND SUBJECT TO EXPOSURE FROM SALT SPRAY WILL MEET THE COMPRESSIVE STRENGTH REQUIREMENTS OF THE FBC
2. CONCRETE MIXES SHALL BE DESIGNED BY A CERTIFIED LABORATORY AND APPROVED BY THE ENGINEER.
3. ALL CONCRETE SHALL BE REGULAR WEIGHT OF 140 POUNDS PER CUBIC FOOT USING LIMESTONE AGGREGATES. AGGREGATE USED IN CONCRETE SHALL CONFORM TO ASTM C33, CONCRETE AGGREGATES.
4. MAXIMUM SLUMP FOR EXTERIOR SLABS SHALL BE 6 INCHES. MAXIMUM SLUMP FOR ALL OTHER CONCRETE SHALL BE 5 INCHES. WATER SHALL BE CLEAN AND POTABLE.
5. PORTLAND CEMENT SHALL CONFORM TO ASTM C150. TYPE II CEMENT SHALL BE USED FOR CONCRETE IN CONTACT WITH EARTH. MAXIMUM CHLORIDE ION, PERCENT BY WEIGHT OF CEMENT, SHALL NOT EXCEED 0.06.
6. NO MORE THAN 90 MINUTES SHALL ELAPSE BETWEEN CONCRETE BATCHING AND CONCRETE PLACEMENT, UNLESS APPROVED BY THE ENGINEER OR AUTHORIZED TESTING AGENCY.
7. CONCRETE MIXING, PLACEMENT AND QUALITY SHALL BE PER FBC, ASTM C94, ASTM C685, AND ACI 302. MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED, EXCEPT SLABS ON GRADE NEED ONLY BE VIBRATED OR THOROUGHLY RODDED AROUND EMBEDDED STRAPS OR HARDWARE, BOLTS FOR HOLDOWNS, PT ANCHORAGES (AS OCCUR). CURBS AND EDGES OF SLAB STEPS AND UNDER FLOOR DUCTS OR SIMILAR ELEMENTS. REMOVE ALL DEBRIS FROM FORMS BEFORE PLACING CONCRETE. CONCRETE SHALL NOT BE DROPPED THROUGH REINFORCING STEEL. (AS IN WALLS AND COLUMNS) SO AS TO CAUSE SEGREGATION OF AGGREGATES. UNCONFINED FALL OF CONCRETE SHALL NOT EXCEED 5 FEET. CARE SHALL BE TAKEN IN PLACING SLABS ON GRADE SO AS NOT TO DISTURB FILL MATERIAL.
8. ALL ITEMS TO BE CAST IN CONCRETE SUCH AS REINFORCING, DOWELS, BOLTS, ANCHORS, PIPES, SLEEVES, ETC. SHALL BE SECURELY POSITIONED IN THE FORMS BEFORE PLACING THE CONCRETE.
10. CONSTRUCTION JOINTS OR POUR JOINTS IN STRUCTURAL ELEMENTS (BEAMS, COLUMNS, ELEVATED SLABS, ETC.) NOT SPECIFICALLY SHOWN OR NOTED ON THE DRAWINGS REQUIRE PRIOR APPROVAL OF THE ENGINEER. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS SHOWING PROPOSED JOINTS TO ENGINEER FOR APPROVAL.
11. PIPES OTHER THAN ELECTRICAL CONDUITS SHALL NOT BE EMBEDDED IN STRUCTURAL CONCRETE EXCEPT WHERE SPECIFICALLY APPROVED BY THE ENGINEER. MAXIMUM PIPE SIZE SHALL BE 1/3 OF THE SLAB THICKNESS AND LOCATED AT THE MID-DEPTH. MINIMUM SPACING SHALL BE 3 TIMES THE PIPE DIAMETER. PIPES SHALL NOT IMPAIR THE STRENGTH OF THE MEMBER.
12. PROTECT CONCRETE FROM DAMAGE OR REDUCED STRENGTH DUE TO COLD OR HOT WEATHER IN ACCORDANCE WITH ACI 305 AND 308 AND FBC.
13. ALL CONCRETE WORK SHALL CONFORM TO THE LATEST APPROVED (BY LOCAL GOVERNMENT) EDITION OF THE FOLLOWING A.C.I. AND A.S.T.M. DOCUMENTS:

ACI - 318	CODE
ACI - 214	COMPRESSION TESTS
ACI - 306	COLD WEATHER
ACI - 315	DETAILING
ACI - 347	FORMWORK
ACI - 605	HOT WEATHER
ACI - 613	PROPORTIONS OF CONCRETE
ACI - 614	PLACING CONCRETE
ASTM - C94	READY-MIX CONCRETE

14. ALL FIELD AND JOB TESTING OF CONCRETE SHALL CONFORM TO THE LATEST APPROVED (BY LOCAL GOVERNMENT) EDITIONS OF ASTM:

ASTM C - 31	FIELD CYLINDER SPECIMENS
ASTM C - 143	SLUMP TEST
ASTM C - 173 OR C-231	AIR CONTENT (WHEN REQUIRED)
ASTM C - 39	LAB TESTING CYLINDERS
ASTM C - 172	SAMPLING FRESH CONCRETE
ASTM C - 42	HARDENED CORES (WHEN REQUIRED)

A MINIMUM OF 5 CYLINDERS SHALL BE TAKEN FOR EACH 100 YDS OF CONCRETE. BREAK ONE CYLINDER AT 3 DAYS, 1 AT 7 DAYS, 2 AT 28 DAYS AND HOLD ONE FOR 56 DAYS.
UPON COMPLETION OF CONCRETE TESTING, THE AGENCY SHALL CERTIFY THEIR RESULTS AS FOLLOWS:

"I CERTIFY THAT THE FIELD AND JOB TESTING CONFORM TO THE ASTM DOCUMENTS AND GOOD PRACTICE.

SIGNED . . . . . P.E."
(FOR AGENCY)

TESTS WILL NOT REVIEWED BY EOR UNLESS SIGNED AS NOTED.

15. CONCRETE FORMWORK SHALL NOT BE DISTURBED UNTIL THE CONCRETE HAS HARDENED TO BE ABLE TO SUPPORT ITS OWN WEIGHT PLUS A MINIMUM OF 20 PSF CONSTRUCTION LOAD. FORMS MUST REMAIN IN PLACE A MINIMUM OF SEVEN DAYS BEFORE REMOVAL AND THAT THE AIR IN CONTACT WITH THE CONCRETE HAS BEEN KEPT AT LEAST 50 DEGREES.

NOTE:
ALL EXPOSED CONCRETE SHALL BE PROTECTED WITH A WATER-PROOF PROTECTIVE COATING. STRUCTURAL DESIGN IS BASED ON THE STRENGTH DESIGN METHOD PERMITTED BY ACI-318 UNITED CRACKING IS TO BE EXPECTED IN ANY CONCRETE STRUCTURE BUT THE CRACKING CAN BE MINIMIZED BY LIMITING THE WATER/CEMENT RATIO AS NOTED IN NOTE #1 ABOVE AND BY PROPER PLACEMENT OF REINFORCEMENT AND PROPER CURING PROCEDURES AS SPECIFIED BY ACI.

NOTE:
MAINTENANCE OF ALL EXPOSED STRUCTURAL ELEMENTS IS RECOMMENDED EVERY 4 TO 5 YEARS PER IPMC CODE.

REINFORCING STEEL

1. REINFORCING STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM A615. REINFORCING SHALL BE GRADE 60 (FY = 60 KSI) DEFORMED BARS FOR ALL BARS. ALL REINFORCING TO BE WELDED SHALL BE ASTM A706, GRADE 60 LOW ALLOY WELDABLE STEEL.
2. ALL DIMENSIONS SHOWING THE LOCATION OF REINFORCING STEEL NOT NOTED AS "CLEAR" OR "CLR" ARE TO CENTER OF STEEL. MINIMUM COVER FOR NON-PRESTRESSED CONCRETE REINFORCING SHALL BE AS FOLLOWS, UNLESS NOTED OTHERWISE ON PLANS OR DETAILS:

EXPOSURE CONDITION:	MINIMUM COVER:	TOLERANCES (+ / -):
CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH:	3"	3/8"
EXPOSED TO EARTH OR WEATHER:		
# 5 AND SMALLER:	2"	3/8"
# 6 AND LARGER:	2 1/4"	3/8"
NOT EXPOSED TO WEATHER OR IN CONTACT WITH THE GROUND:		
ROOF SLAB:	1"	1/8"
STRUCTURAL SLABS AND WALLS:	3/4"	1/8"
BEAMS AND COLUMNS (PRIMARY REINFORCEMENT, TIES, STIRRUPS AND SPIRALS):	1-1/2"	3/8"
SLABS ON GRADE:	1-1/2"	1/4"

3. LAP SPLICES OF REINFORCING STEEL IN CONCRETE BEAMS, SLABS AND FOOTINGS SHALL BE ACCORDING TO LAP SCHEDULE ON DETAIL 7 SHEET SD1.0, UNLESS NOTED OTHERWISE. STAGGER SPLICES A MINIMUM OF ONE LAP LENGTH, NO TACK WELDING OF REINFORCING BARS ALLOWED. LATEST ACI CODE AND DETAILING MANUAL APPLY.
4. MECHANICAL SPLICE COUPLERS, FLANGE COUPLERS, THREADED COUPLERS, ETC. SHALL HAVE CURRENT ICC APPROVAL AND SHALL BE CAPABLE OF DEVELOPING 125% OF THE STRENGTH OF THE BAR.
5. ALL REINFORCING SHALL BE BENT COLD. BARS SHALL NOT BE STRAIGHTENED AND RE-BENT. FIELD BENDING OF REBAR SHALL NOT BE ALLOWED UNLESS SPECIFICALLY NOTED.
6. WELDING OF REINFORCING BARS, METAL INSERTS, AND CONNECTIONS SHALL CONFORM WITH FBC AND SHALL BE MADE ONLY AT LOCATIONS SHOWN ON PLANS OR DETAILS.
7. REINFORCING BAR SPACING SHOWN ON PLANS ARE AT MAXIMUM ON CENTERS. ALL BARS SHALL BE DETAILED AND PLACED PER CONCRETE REINFORCING STEEL INSTITUTE (CRSI) SPECIFICATIONS AND HANDBOOK. DOWEL ALL VERTICAL REINFORCING TO FOUNDATION. SECURELY TIE ALL BARS IN LOCATION BEFORE PLACING CONCRETE.

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"I HEREBY CERTIFY THAT THE PLANS AND SPECIFICATIONS AS SUBMITTED ARE IN COMPLIANCE WITH FAC 62H-33.001 (FLORIDA ADMINISTRATIVE CODE)"
JOHN SIMKO P.E. — 03/13/24 DATE
FLORIDA P.E. LICENSE NO. 30122

HEY CONTRACTOR! THIS COVER SHEET AND GENERAL NOTES AREN'T JUST TO KEEP COFFEE STAINS OFF THE PLANS. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE NOTES AND SPECIFICATIONS ON THIS SHEET AND ALL NOTES ON DETAILS PRIOR TO CONSTRUCTION. ANY QUESTIONS OR CONCERNS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER

ISSUED 03/15/24	SHEET NUMBER	SHEET TITLE
•	S1.0	GENERAL STRUCTURAL NOTES
•	S2.0	SEA WALL PLAN
•	SD1.0	SEA WALL DETAILS
•	SD2.0	RAMP PLAN AND DETAILS

DO NOT SCALE DRAWINGS

MS STRUCTURAL ENGINEERS
400 S. Atlantic Ave, Suite 106
Ormond Beach, FL 32176
Office: (386) 672-1214
Fax: (386) 672-1421
JOHN SIMKO
STRUCTURAL ENGINEER
FLORIDA REG. NO. 30122
CERTIFICATE OF AUTHORIZATION NO. 9286
mstructural@cfl.rr.com

LICENSE STAMP
john simko
Digitally signed by John Simko
DN: CN=JS, E=mstructural@cfl.rr.com, O=MS Structural Engineers, OU=JS, C=US
Date: 2024.03.14 08:58:54 -04'00'

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Permit Set - 03/15/24

REVISIONS

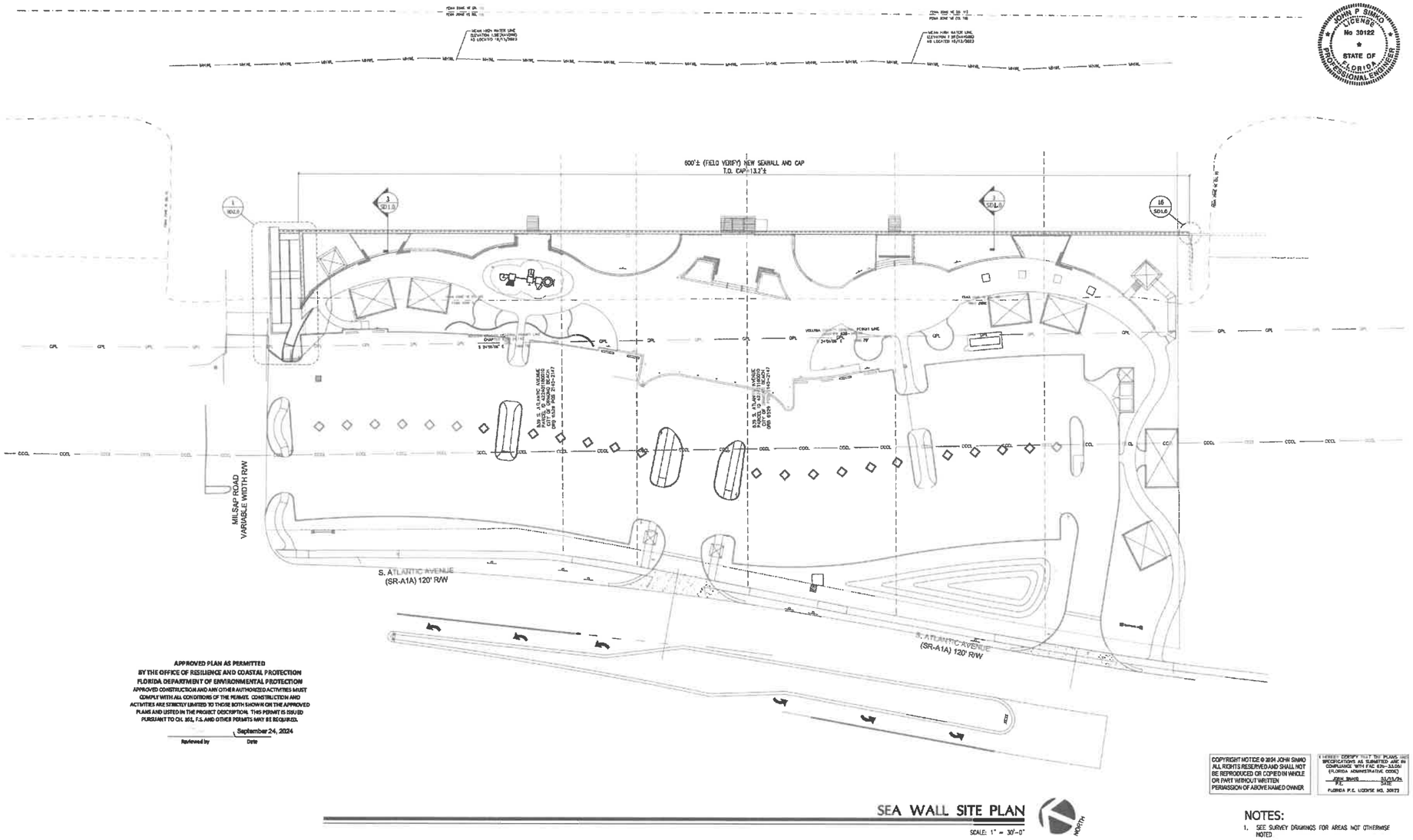
NO.	DATE	BY
	DESCRIPTION	

PROJECT
SEAWALL REPAIRS
FOR
ANDY ROMANO BEACHFRONT PARK
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

SHEET TITLE
GENERAL STRUCTURAL NOTES

JOB NO	24-012
SCALE	AS NOTED
DRAWN	ARK
CHECKED	JS
DATE	03/15/24

SHEET NUMBER
S1.0



SEA WALL SITE PLAN

SCALE: 1" = 30'-0"

NOTES:

1. SEE SURVEY DRAWINGS FOR AREAS NOT OTHERWISE NOTED

APPROVED PLAN AS PERMITTED
BY THE OFFICE OF RESILIENCE AND COASTAL PROTECTION
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
APPROVED CONSTRUCTION AND ANY OTHER AUTHORIZED ACTIVITIES MUST COMPLY WITH ALL CONDITIONS OF THE PERMIT. CONSTRUCTION AND ACTIVITIES ARE STRICTLY LIMITED TO THOSE BOTH SHOWN ON THE APPROVED PLANS AND LISTED IN THE PROJECT DESCRIPTION. THIS PERMIT IS ISSUED PURSUANT TO CH. 161, F.S. AND OTHER PERMITS MAY BE REQUIRED.

September 24, 2024
Reviewed by — Date

RECEIVED
July 8, 2024
OFFICE OF RESILIENCE
AND COASTAL PROTECTION
VO-2333 AR

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P.E. — DATE 3/03/25
FLORIDA P.E. LICENSE NO. 30122

JOHN P SIMKO LICENSE No 30122 STATE OF FLORIDA PROFESSIONAL ENGINEER

STRUCTURAL ENGINEERS
400 S. Atlantic Ave, Suite 106
Ormond Beach, FL 32176
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JOHN SIMKO
STRUCTURAL ENGINEER
FLORIDA REG. NO. 30122
CERTIFICATE OF AUTHORIZATION NO. 9286
msstructural@cfl.rr.com

LICENSE STAMP

john simko — Digitally signed by john simko — DN: C=US, E=msstructural@cfl.rr.com, O=ms structural engineers, CN=john simko — Date: 2024.07.16 08:37:48-04'00'

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REVISIONS

NO.	DATE	BY
DESCRIPTION		

PROJECT
SEAWALL REPAIRS
FOR
ANDY ROMANO
BEACHFRONT PARK
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

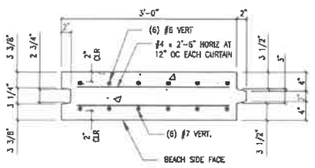
SHEET TITLE
SEA WALL
SITE PLAN

JOB NO	24-012
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DATE	03/15/24

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13 TYPICAL PLANK SECTION PLAN

CONCRETE LAP SCHEDULE ①②③

BAR SIZE	MIN SPAC (IN)	MIN SPAC (CM)	3,500 PSI TOP BARS	3,500 PSI OTHER BARS
2	1		14	12
3	1		21	16
4	1		28	22
5	1 1/4		35	27
6	1 1/2		42	32
7	1 3/4		60	47
8	2		68	53
9	2 1/4		78	60
10	2 1/2		87	67
11	2 3/4		97	75

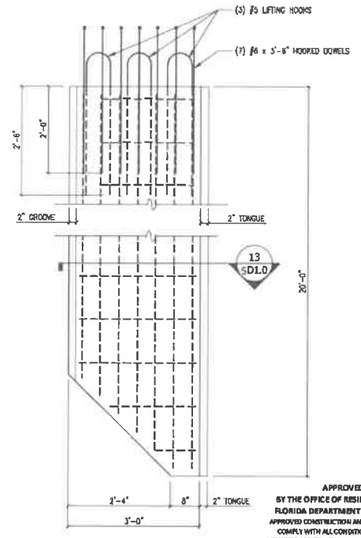
① LAP LENGTHS BASED ON CLASS B LAP SPLICE PER ACI 318-14 FOR NORMAL WT CONCRETE AND UNCOATED BARS. ALL LAP LENGTHS ARE IN INCHES

② BAR SPACING IS MEASURED AS CLOSE DISTANCE BETWEEN BARS. NOTIFY ENGINEER WHERE BAR SPACING IS LESS THAN MIN SPACING NOTED IN SCHEDULE

③ SEE PLAN OR GSN FOR CONCRETE STRENGTH

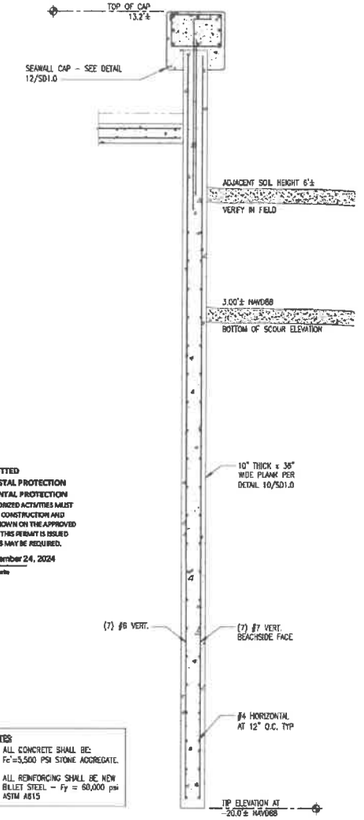
④ TOP BARS ARE BARS SO PLACED THAT 12 INCHES OR MORE OF FRESH CONCRETE IS CAST IN MEMBER BELOW SPLICE.

14 TYPICAL CONCRETE REINFORCING LAP SCHEDULE



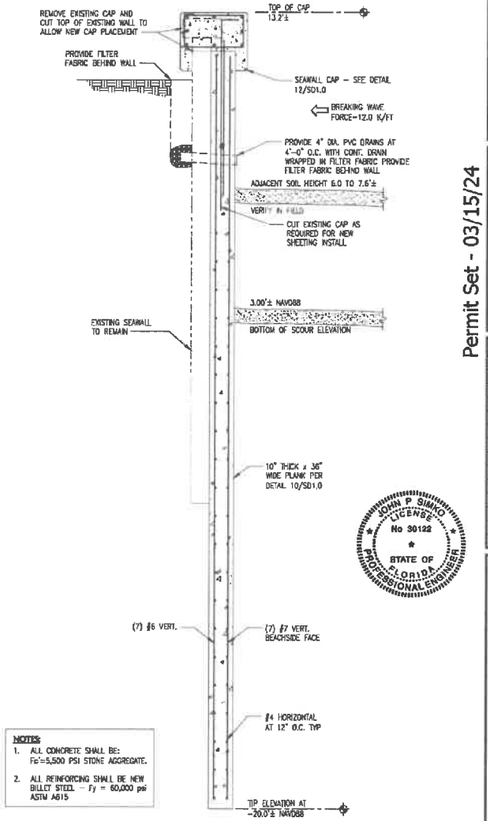
10 PLANK ELEVATION DETAIL

APPROVED PLAN AS PERMITTED
BY THE OFFICE OF RESILIENCE AND COASTAL PROTECTION
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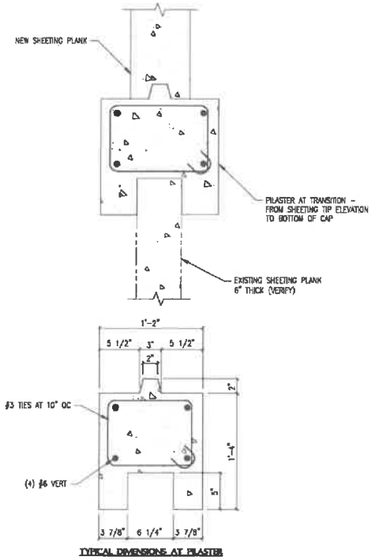
NOTES:
1. ALL CONCRETE SHALL BE: f'_c=5,500 PSI STONE AGGREGATE.
2. ALL REINFORCING SHALL BE NEW BILLET STEEL - f_y = 60,000 psi ASTM A615

7 TYPICAL RETURN WALL SECTION



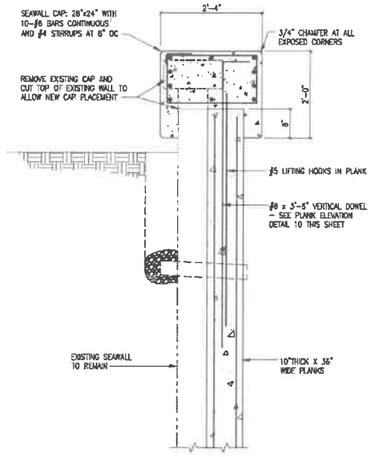
NOTES:
1. ALL CONCRETE SHALL BE: f'_c=5,500 PSI STONE AGGREGATE.
2. ALL REINFORCING SHALL BE NEW BILLET STEEL - f_y = 60,000 psi ASTM A615

3 TYPICAL SEA WALL SECTION AT EXISTING

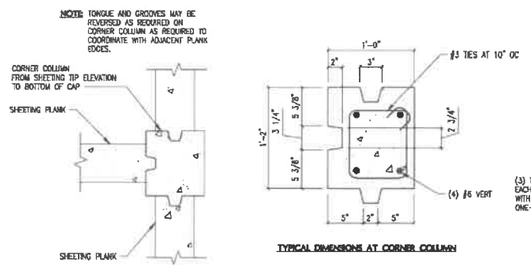


TYPICAL DIMENSIONS AT PILASTER

16 PLAN - TRANSITION PILASTER AT EXISTING WALL



12 DETAIL AT SEA WALL CAP



TYPICAL DIMENSIONS AT CORNER COLUMN

TYPICAL PLAN ABOVE PLANKS

8 TEE CORNER DETAIL - PLAN VIEW

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Fax: (386) 672-1421
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FLORIDA REG. NO. 30122
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msstructural@cfl.rr.com

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JOHN P SIMKO LICENSE No 30122 STATE OF FLORIDA PROFESSIONAL ENGINEER

Permit Set - 03/15/24

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DESCRIPTION		

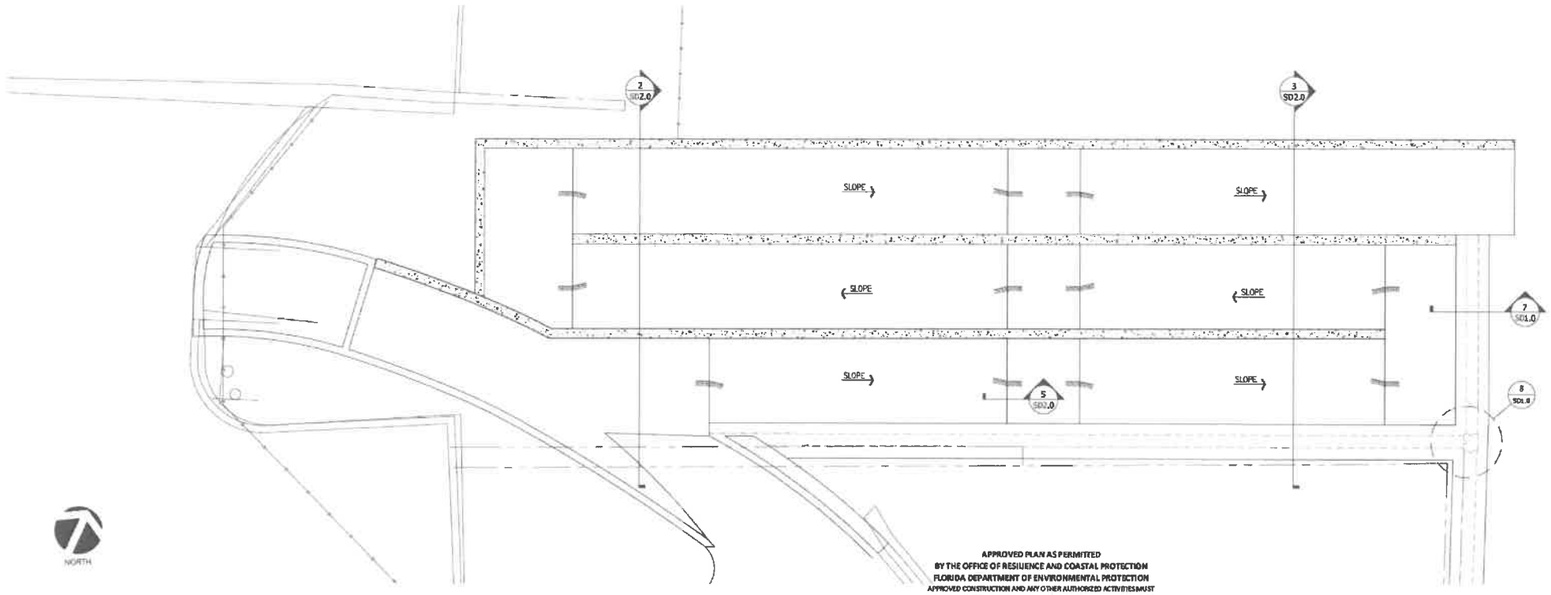
PROJECT
SEAWALL REPAIRS
FOR
ANDY ROMANO
BEACHFRONT PARK
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

SHEET TITLE
SEA WALL DETAILS

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DATE	03/15/24

SHEET NUMBER
SD1.0



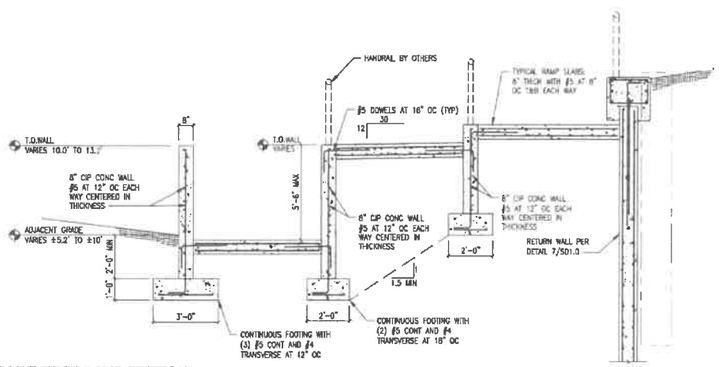
NORTH

1 RAMP PLAN

SCALE: 1/4" = 1'-0"

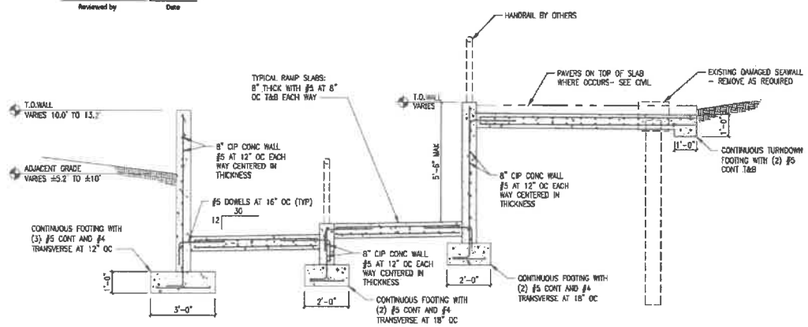
APPROVED PLAN AS PERMITTED
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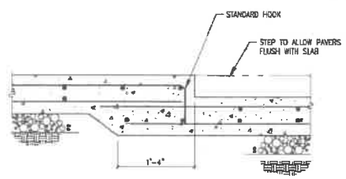
3 TRANSVERSE RAMP SECTION

SCALE: 1/4" = 1'-0"



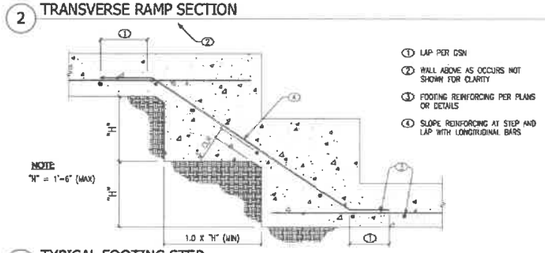
2 TRANSVERSE RAMP SECTION

SCALE: 1/4" = 1'-0"



5 TYPICAL SLAB TRANSITION AT PAVERS

SCALE: 1/4" = 1'-0"



4 TYPICAL FOOTING STEP

SCALE: 1/4" = 1'-0"

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JOHN SIMKO 03/15/24
P.E. DATE
FLORIDA P.E. LICENSE NO. 30122

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July 8, 2024
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Fax: (386) 672-1421
JOHN SIMKO
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FLORIDA REG. NO. 30122
CERTIFICATE OF AUTHORIZATION NO. 9286
msstructural@cfl.rr.com

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john simko

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Date: 2024.03.15 08:36:34-04'00'

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Permit Set - 03/15/24

REVISIONS		
NO.	DATE	BY
DESCRIPTION		

PROJECT
SEAWALL REPAIRS
FOR
ANDY ROMANO BEACHFRONT PARK
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

SHEET TITLE
RAMP PLAN AND DETAILS

JOB NO	24-012
SCALE	AS NOTED
DRAWN	ARK
CHECKED	JS
DATE	03/15/24

SHEET NUMBER
SD2.0

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Andy Romano Beachfront Park
Seawall & ADA Ramp Reconstruction

CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS

BID No. 2025-03

City of Ormond Beach

Project Manual

PREPARED BY:

Zev Cohen & Associates, Inc.
300 Interchange Blvd., Suite C
Ormond Beach, Florida 32174

October 2024

ZCA PROJECT NO. 23150

ANDY ROMANO BEACHFRONT PARK SEAWALL AND ADA RAMP RECONSTRUCTION
Ormond Beach, Florida

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00610	Performance Bond
00615	Payment Bond
00670	Opinion of Attorney
	CONDITIONS OF CONTRACT
00700	General Conditions
00800	Supplementary Conditions
	Federal Requirements
L.W.	Lien Waiver
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ANDY ROMANO BEACHFRONT PARK SEAWALL AND ADA RAMP RECONSTRUCTION

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **Andy Romano Beachfront Park Seawall and ADA Ramp Reconstruction, Bid No. 2025-03** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **Tuesday, December 10 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: reconstruction of the existing seawall and stairs, construction of a new beach ramp, and landscape and hardscape improvements. The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 676-3223.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on **Wednesday, November 20 at 10:00am**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **Tuesday, December 3 at 5:00pm**.

END OF SECTION

SECTION 00100
INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

The ENGINEER for this project is:

Zev Cohen and Associates, Inc.
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3297
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4.1 Discrimination Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of

the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract

Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been 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. Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request, or consider, a Vendor’s social, political, or ideological interests in making a responsibility determination. 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 two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen (15) days thereafter CONTRACTOR shall sign all and deliver at least two (2) counterparts of the Agreement to OWNER with other Contract Documents attached. Within fifteen (15) 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: **ANDY ROMANO BEACHFRONT PARK SEAWALL & ADA RAMP RECONSTRUCTION**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. **2025-03**

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:

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

Item No.	Description	Qty - Unit	Total Price
1.	**General Conditions** (Mobilization/Demobilization, Bonds, Insurance, Survey, MOT, As-Built Drawings, Permits, and Restoration)	1 - LS	$_____
2.	**Site Demo** (Asphalt, Concrete Wall Cap, Stairs, Pavers, Vegetation) **& Site Preparation**	1 - LS	$_____
3.	**Seawall**	1 - LS	$_____
4.	**Stairs**	1 - LS	$_____
5.	**ADA Beach Ramp**	1 - LS	$_____
6.	**Landscaping**	1 - LS	$_____
7.	**Hardscape**	1 - LS	$_____

TOTAL BID: $_____
(Figures)

_____
(Words)

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within **180** calendar days after the date when the Contract Time commences to run, and completed within **220** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

   (a) Required Bid Security in the form of

   (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or

   (2) a Bid Bond in the amount of 5 percent of the total bid.

   (b) Equipment, Material, and Subcontractors List

   (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).

   (d) Drug Free Workplace Certificate

   (e) Conflict, Non-Conflict of Interest, Litigation Statement

   (f) Verification of Employment Status Using E-Verify System

   (g) Affidavit of Compliance F.S. 287.138 Contracting With Foreign Entities of Concern

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20 ___.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

_____ (SEAL)
(Individual's Name - Typed or Printed)

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

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.: _____

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.)

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:

Item	Supplier

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

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: _____

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:

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

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

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

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

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
   (Title) (Business Name)
   which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Title: _____ Print Name:_____

Entity: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or

☐online notarization, this _____ day of _____, 20_____,

by_____ and who:

☐Is personally known to me; or ☐ has produced _____
as identification.

_____

Notary Public, State of Florida at Large: (seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This page must be completed & notarized.

END OF BID

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

_____
(*hereinafter called Principal*) and

_____
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of _____ with its principal offices in the County of _____, and authorized to do business in the State of Florida, in the full and just sum of _____
_____Dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Andy Romano Beachfront Park Seawall & ADA Ramp Reconstruction (Bid No. 2025-03** 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:

Reconstruction of the existing seawall and stairs, construction of a new beach ramp, and landscape and hardscape improvements.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ANDY ROMANO BEACHFRONT PARK SEAWALL & ADA RAMP RECONSTRUCTION
BID NUMBER 2025-03

Article 2. ENGINEER

The Project has been designed by Zev Cohen & Associates, Inc., 300 Interchange Boulevard, Ormond Beach, Florida 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 **180** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within **220** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified in paragraph 3.1 for

Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the 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:

ANDY ROMANO PARK

and consisting of 32 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 18 sheets numbered C1-C11, HA1, HA2, LA1, S1.0, S2.0, SD1.0, SD2.0, inclusive and bearing the following general title:

ANDY ROMANO PARK

7.9 Addenda numbers ___ to ____ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 14 , 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

By _____

Bill Partington
Mayor

[CITY SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

CONTRACTOR _____

By _____

_____
(Title)

[SEAL]

Attest _____

_____
(Title)

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:

ANDY ROMANO BEACHFRONT PARK SEAWALL & ADA RAMP RECONSTRUCTION
Bid No. 2025-03

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 deemed an original, this _____ day of _____, 20_____.
(number)

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
(Address)

_____

_____
Attorney-In-Fact

_____
(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:

ANDY ROMANO BEACHFRONT PARK SEAWALL & ADA RAMP RECONSTURCTION
Bid No. 2025-03

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 deemed an original, this _____ day of _____, 20_____.
(number)

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
(Address)

_____

_____
Attorney-In-Fact

_____
(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 of 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, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfiled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfiled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;

15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;

15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;

15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;

15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severely 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 form 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

FEDERAL REQUIREMENTS

FEDERAL REQUIREMENTS

Compliance with Federal Laws, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

Fraud and False or Fraudulent or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

Drug Free Workplace

The Contractor must comply with Federal Drug Free workplace requirements as per the Drug Free Workplace Act of 1988.

Mandatory Disclosures

The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE)

The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will

take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Contract Work Hours and Safety Standards Act

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done

under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

Clean Air and Water Pollution Control

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Contractor agrees to report each violation to the City in writing and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor understands that violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) and will assure compliance these provisions. Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ‘‘Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction or subcontract it enters into. This certification is a material representation of fact relied upon by the City. If it is

later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify such.

Byrd Anti-Lobbying

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

Procurement of Recovered Materials

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) meeting contract performance requirements; or
(iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Record Retention

Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

Federal Changes

Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

Safeguarding Personal Identifiable Information

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, LOGO, and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

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

1.1 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **ARBP SEAWALL & ADA RAMP RECONSTRUCTION**, Bid No. 2025-03

The work consists of reconstruction of seawall, stairs as well as construction of a new beach ramp along with landscape and hardscape improvements.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a unit price contract.

1.2 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such

laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.3 JOB CONDITIONS

Taxes:
The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
   Copy of local business tax receipt (where your business is located)
   Copy of State License (if applicable)
   Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

A geotechnical report is not available for this project.

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly affected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

Agency:	Contact phone number:
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693

Volusia County School Board - Transportation	(386) 239-6360
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin, and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or a material supplied, and establishes the basis upon which payment will be made.

1.2 ESTIMATED QUANTITIES

Where quantities are shown, they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility for the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.3 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.4 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.5 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.6 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

Clearing and grubbing (including disposal of material).
Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
Dewatering and disposal of surplus water.
Structural fill, backfill, and grading.
Replacement of unpaved roadways, grass and shrubbery plots.
Cleanup.
Foundation and borrow materials, except as hereinafter specified. Testing and placing system in operation.
Any material and equipment required to be installed and utilized for tests.
Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
Maintaining or detouring of the traffic.
Appurtenant work as required for a complete and operable system.
Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
Relocation and/or replacement of irrigation systems disturbed by construction.
Relocation and/or replacement of mail boxes disturbed by construction.
Furnishing adequate sanitary facilities for workers. Supporting of existing utilities during construction

1.7 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The Applications for Payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.8 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions from the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION

3.01 BID ITEMS

Bid Item No. 1 – General Conditions

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

Bid Item No. 2 – Site Demolition & Site Preparation

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

Bid Item No. 3 – Seawall

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

Bid Item No. 4 – Stairs

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

Bid Item No. 5 – Beach Ramp

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

Bid Item No. 6 – Landscaping

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

Bid Item No. 7 – Hardscaping

Payment. Payment will be made at the contract lump sum price for the Bid Item and payment shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to complete the item per the construction documents, complete, accepted by the City and ready for use.

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.

Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.

Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

a. CONTRACTOR'S Construction Schedule.
b. Application for Payment forms, including Continuation Sheets.
c. List of subcontractors.
d. List of products.
e. List of principal suppliers and fabricators.
f. Schedule of submittals.

Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.

Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.

Include the following Project identification:

a. Project name and location.
b. Name of ENGINEER.
c. Project number.
d. CONTRACTOR'S name and address.
e. Date of submittal.

Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

a. Related Specification Section or Division.
b. Description of Work.
c. Name of subcontractor.
d. Change Orders (numbers) that affect value.
e. Dollar value.
f. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.

Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.

Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.

Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.

Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.

Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.

Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.

Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.

Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

List of subcontractors.
List of principal suppliers and fabricators.
Schedule of Values.
CONTRACTOR'S Construction Schedule (preliminary if not final).
Submittal Schedule (preliminary if not final).

List of CONTRACTOR'S staff assignments.
Copies of building permits.
Copies of licenses from governing authorities.
Certificates of insurance and insurance policies.
Performance and payment bonds.

Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.

Administrative actions and submittals that shall precede or coincide with this application include the following:

a. Occupancy permits.
b. Warranties and maintenance agreements.
c. Test/adjust/balance records.
d. Maintenance instructions.
e. Meter readings.
f. Changeover information related to OWNER'S occupancy.
g. Final cleaning.
h. Application for reduction of retainage and consent of surety.

Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

Completion of Project closeout requirements and submittals including As-Built Survey.
Completion of items specified for completion after Substantial Completion.
Transmittal of Project construction records to the OWNER.
Certified property survey.
Proof that taxes, fees, and similar obligations were paid.
Removal of temporary facilities and services.
Change of door locks to OWNER'S access.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01040
COORDINATION

PART 1 - GENERAL

1.1 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.
6. coordination and interaction with citizens affected by project work.
7. notification of residence of upcoming work, on-going work and changes in previously published work, including changes in project locations. This includes neighborhood notices, website updates (monthly) and communication with the City Engineer.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.2 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.2 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.3 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01070
CODES, ABBREVIATIONS AND SYMBOLS

PART 1 – GENERAL

1.1 DEFINITIONS

When words which have a well-known technical or trade meaning are used to describe work, materials or equipment such words shall be interpreted in accordance with such meaning unless a specific definition is included in the Contract Documents.

1.2 CODES, STANDARDS AND REGULATORY REQUIREMENTS

This project has been designed in conformance with the following codes and standards:

Standard Building Code (SBC) National Electric Code (NEC)

This project has been designed in conformance with the requirements of the Florida Department of Regulation.

Materials and workmanship shall conform to the requirements of the applicable codes and regulations.

1.3 ABBREVIATIONS AND SYMBOLS

The following is a partial listing of abbreviations and symbols employed in the Contract Documents to identify publications, standards and reference specifications:

AAMA American Architectural Manufacturers' Association
1540 East Dundee Road
Suite 310
Palatine, Illinois 60067

AASHTO American Association of State Highway and Transportation Officials
2700 River Road
Des Plaines, Illinois 60018

ACI American Concrete Institute
Post Office Box 19150
Detroit, Michigan 48219

AISC American Institute of Steel Construction
400 N. Michigan Avenue
The Wrigley Bldg., 8th Floor
Chicago, Illinois 60611

AMA	Acoustical Materials Association 335 East 45th Street New York, New York 10017
AMCA	Air Movement and Control Association, Inc. 30 West University Drive Arlington Heights, Illinois 60004
AWPA	American Wood Preserves Association Post Office Box 849 Stevensville, Maryland 21666
AA	Aluminum Association, Inc. 900 19th Street N.W. Suite 300 Washington, D.C. 20006
ANSI	American National Standards Institute, Inc. 1430 Broadway New York, New York 10018
APA	American Plywood Association 1119 "A" Street Post Office Box 11700 Tacoma, Washington 98401
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. 1791 Tullie Circle, N.E. Atlanta, Georgia 30329
ASME	American Society of Mechanical Engineers United Engineering Center 345 East 47th Street New York, New York 10017
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, Pennsylvania 19103
AWMA	Aluminum Window Manufacturer's Association 75 West Street New York, New York 10006
AWS	American Welding Society, Inc. 550 N.W. 42nd Avenue Post Office Box 351040

Miami, Florida 33126

AWWA American Water Works Association
6666 West Quincy Avenue
Denver, Colorado 80235

CS Commercial Standards and National Bureau of Standards
Superintendent of Documents
United States Government Printing Office
Washington, D. C.

H I Hydraulic Institute
30200 Detroit Road
Cleveland, Ohio 44145

IEEE Institute of Electrical and Electronic Engineers
345 East 47th Street
New York, New York 10017

NAAMM National Association of Architectural Metal Manufacturers
600 S. Federal Street, Suite 400
Chicago, Illinois 60605

NBFU National Board of Fire Underwriters
85 John Street
New York, New York 10038

NEMA National Electrical Manufacturers' Association
2101 L Street, N.W.
Suite 300
Washington, D.C. 20037

NFoPA National Forest Products Association
Technical Services Division
1250 Connecticut Avenue, N.W.
Suite 200
Washington, D. C. 20036

NFiPA National Fire Protection Association
1 Battery March Park
Post Office Box 9101
Quincy, Massachusetts 02269

NWMA National Woodwork Manufacturers' Association
400 West Madison Street
Chicago, Illinois 60606

NSF National Sanitation Foundation
3475 Plymouth Road
Post Office Box 1468
Ann Arbor, Michigan 48106

PCA Portland Cement Association
5420 Old Orchard Road
Skokie, Illinois 60077

SDI Steel Door Institute
712 Lakewood Center North
14600 Detroit Avenue
Cleveland, Ohio 44107

SJI Steel Joist Institute
1205 48th Avenue North
Suite A
Myrtle Beach, South Carolina 29577

SMACCNA Sheet Metal and Air Conditioning Contractors' National Association, Inc.
8224 Old Courthouse Road
Tyson's Corner
Vienna, Virginia 22182

SPIB Southern Pine Inspection Bureau
Post Office Box 846
Pensacola, Florida 32502

SSPC Steel Structures Painting Council
4400 Fifth Avenue
Pittsburgh, Pennsylvania 15213

TCA Tile Council of American
Post Office Box 326
Princeton, New Jersey 08540

UL Underwriters Laboratories, Inc.
333 Pfingsten Road
Northbrook, Illinois 60062

1.4 CODES AND GOVERNMENTAL DEPARTMENTS

ANSI/NFiPA-101 Life Safety Code

ARM	(Florida) Accessibility Requirements Manual
CFR	Code of Federal Regulations
DER	Department of Environmental Regulation (Florida)
DOT	Department of Transportation (Florida)
EPA	Environmental Protection Agency
FAC	Florida Administrative Code
NEC	National Electric Code (Published by NFiPA)
OSHA	Occupational Safety and Health Act

The following are all part of:

Southern Building Code Congress International, Inc.
900 Montclair Road
Birmingham, Alabama 35213-1206

SBC	Standard Building Code
SFPC	Standard Fire Prevention Code
SGC	Standard Gas Code
SMC	Standard Mechanical Code
SPC	Standard Plumbing Code

PART 2 – MATERIALS AND EQUIPMENT
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed (bi-weekly at a minimum) throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.2 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

Progress Schedules and Reports
Product Data
Shop Drawings
Manufacturer's Data
Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.2 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include sub-schedules of related activities which are essential to its progress. No formal work can begin on the project until this information has been submitted to the Engineer.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and

revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.3 PRODUCT DATA (Shop Drawings and Manufacturer'sData)

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 progressschedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.4 GENERAL SUBMITTALREQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of

the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 business days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01380
CONSTRUCTION GRAPHIC RECORD

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

Employ a competent, professional, photographer to take construction record photographs during course of the Work.

1.2 GRAPHIC RECORD REQUIRED

Provide photographs taken on cutoff date for each scheduled Application for Payment.

Provide photographs taken:

During normal construction activities
Any abnormal conditions encountered during construction

Views and Quantities Required. At each specified time, photograph Project from three different views, as approved by ENGINEER.

Provide three prints of each view. Provide negative in envelope.

Color Audio Video DVD of Construction Area. Prior to beginning any construction, the CONTRACTOR shall engage the services of a professional electrographer. The color audio-visual tapes shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of preconstruction color audio-video tape documentation.

The audio video DVD shall be done within the two-week period prior to placement of materials or equipment on the construction area and furnished one week prior to the start of construction.

The total audio/video system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project. The video portion of the recording shall produce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of picture imperfection. All video recordings shall, by electronic means, display on the screen the time of day, the month, day and year of the recording. The audio portion of the recording shall produce the commentary of the camera operator with proper clarity and be free from distortion.

The recording shall be made to be able to be played back on any standard DVD player.

DVD coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio description. Audio description shall be made simultaneously with video coverage. Such coverage shall include, but not be limited to all existing driveways, sidewalks, curbs, ditches, roadways, landscaping, trees, culverts, headwalls, and retaining walls, or buildings located within such zone of influence.

Detailed DVD coverage of concrete ditch checks, headwalls, culverts and pavement areas that will be affected by construction operations shall be provided.

The simultaneously recorded audio track shall exclusively contain the commentary of the camera operator and shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective description of the features being shown in the video portion of the recording.

Houses and buildings shall be identified visually by house number, when visible, in such a manner that structures of the proposed system, i.e., manholes on a sewer system, and hydrants on a water system can be located by reference. In all instances, however, location shall be identified by audio or visual means at intervals not to exceed 100 linear feet in the general direction of travel.

The rate of speed in the general direction of travel of the conveyance used during taping shall not exceed 48 feet per minute. Panning rates and zoom-in, zoom-out rates shall be controlled sufficiently such that during playback will produce clarity of the object viewed.

All taping shall be done during times of good visibility. No taping shall be done during periods of visible precipitation, unless otherwise directed by the ENGINEER.

All DVD's shall be permanently labeled and shall be properly identified by DVD number and project title. Each DVD shall have a log (run sheet) of that DVD's contents. The log shall describe the various segments of coverage contained on that DVD in terms of the names of the streets or easements, coverage beginning and end, directions of coverage, DVD unit counter numbers, project engineering stationing numbers and the date of the recording.

The OWNER shall have the authority to reject all or any portion of DVD recordings not conforming to specifications.

The OWNER shall have the authority to designate what areas may be omitted or added for audio DVD coverage.

When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall not be more than twelve feet to insure proper perspective.

Areas which lie within the zone of influence of construction and which are accessible by conventional wheeled vehicles shall be recorded by audio DVD on both sides of the right-of-way, easement or street.

In some instances, audio/video DVD coverage will be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance approved by the ENGINEER.

Photographs of Line Work. The CONTRACTOR shall make provision at his expense for photographs to be taken just prior to construction and for unusual conditions during construction. The photographs shall show pertinent physical features along the line of construction prior to start of construction. Two 4-inch x 6-inch prints of all pictures shall be furnished to the OWNER'S representative.

Photographs of unusual conditions shall be 8-inch x 10-inch glossy prints.

PART 2 – MATERIALS AND EQUIPMENT

2.1 PRINTS

Color Prints. Paper: Double weight.
Finish: Smooth surface, glossy.
Size: 8-inch x 10-inch

Identify each print on back, listing: Name of Project
Orientation of View
Date and time of exposure
Name and address of photographer

Include CD for all project photos.

PART 3 – EXECUTION

3.1 TECHNIQUE

Factual presentation.

Correct exposure and focus.

High resolution and sharpness.
Maximum depth-of-field.
Minimum distortion.

3.2 DELIVERY OF PRINTS

Deliver prints and CD to ENGINEER to accompany each Application for Payment.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.1 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.2 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.3 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 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-along 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.

1.2 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 rented from the City's designated solid waste hauler. The solid waste hauler currently under contract with the City is:

Waste Pro of Florida, Inc.
925 South Clyde Morris Blvd.
Daytona Beach, FL 32114
Phone: (386) 788-8890

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.

1.3 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.

1.4 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.

1.5 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.

1.6 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01568
EROSION & SEDIMENTATION CONTROL

PART 1 – GENERAL

1.1 DESCRIPTION

A. In addition to the requirements of Division 1:

1. All erosion, sedimentation and water pollution control features shall be in place or relocated as necessary prior to the start of any clearing, grading or construction. CONTRACTOR shall be responsible for the installation and maintenance of all temporary erosion control features.

2. Location of the control features shall be as required to facilitate drainage and control erosion and sedimentation within and adjacent to the site.

3. Control features are defined as, but not limited to, swales, berms, silt fences, silt barriers and temporary fences.

1.2 QUALITY ASSURANCE

A. The provisions for prevention, control and abatement of erosion, sedimentation and water pollution shall be as stated in the FDOT Standard Specifications for Road and Bridge Construction, Section 104, latest edition, and as required by the St. John's River Water Management District and the City of Ormond Beach.

1.3 SUBMITTALS

A. Procedures shall be in accordance with General Conditions.

B. Product data: Manufacturers' literature, application instructions and samples.

C. List of materials and their characteristics for other erosion control items.

1.4 START OF WORK

A. Do not start work until erosion control measures are in place.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Silt Barriers

1. Silt barriers shall be installed in accordance with the plans.

2. Filter fabric shall be synthetic and contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six (6) months of expected usable construction life at a temperature range of zero degree Fahrenheit (0^o F) to one hundred twenty degrees Fahrenheit (120^o F). Hay bales shall not be used for silt barriers, unless specifically approved by the City.

3. Filter fabric shall be a pervious sheet of propylene, nylon or polyester and shall be certified by the manufacturer or supplier to conform to the following specifications:

Filter efficiency (Test VTM-51):	75%
Minimum tensile strength at 20% elongation (Test ASTM-D-1682):	120 lbs.
Tear strength (Test ASTM D2263):	50 lbs.

4. CONTRACTOR shall submit further filter fabric specifications and installation configuration prior to start of construction.

5. Silt barriers shall be maintained in place until substantial completion of the Project.

6. Filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid use of joints. When joints are necessary filter fabric shall be spliced together only at a support post, with a six-inch (6“) overlap, and securely sealed.

7. The following items shall be installed and maintained in accordance with the applicable sections of the FDOT Standard Specifications:

   a. Temporary silt fences and staked silt barriers

   b. Floating silt barrier

B. Temporary Fence

1. Brightly colored fence as manufactured by Mirafi, product Mirasafe, or approved equal.

2. Material shall be four feet (4') high, attached to six feet (6') metal posts at twelve feet (12') centers. Posts shall be driven eighteen inches (18") into ground.

C. Filter Fabric for Placement Beneath Rip-Rap

1. Filter Fabric should be Mirafi 600X or approved equal.

D. Rip-Rap

1. Rubble type rip-rap consisting of broken stone meeting the requirements of Section 530-2.2.3 of the FDOT Standard Specifications for Road and Bridge Construction, LatestEdition.

PART 3 – EXECUTION

3.1 GENERAL

A. Temporary erosion control features shall consist of, but not be limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, artificial coverings, berms, baled hay or straw, floating silt barriers, staked silt barriers, and staked silt fences. Design details for some of these items may be found in the Water Quality Section of the applicable edition of the FDOT Roadway and Traffic Design Standards. All of these items shall be constructed in accordance with applicable sections of the FDOT Standard Specifications.

B. Incorporate permanent erosion control features into the project at the earliest practical time. Correct conditions, using temporary measures, which develop during construction to control erosion prior to the time it is practical to construct permanent control features.

C. Construct temporary and permanent erosion and sediment control measures and maintain them to prevent the pollution of adjacent water ways in conformance with the laws, rules and regulations of Federal, State and local agencies.

D. Copies of approved permits will be provided to the CONTRACTOR for his review and use. CONTRACTOR shall be required to comply with all General and Special Conditions noted within the permit by the particular permitting agency. The CONTRACTOR shall maintain copies of these permits on the job site at all times.

3.2 INSTALLATION

A. The following items shall be installed and in accordance with the FDOT Standard Specifications. The procedures are only generally described herein.

1. Temporary Grassing: This work shall consist of furnishing and placing grass seed.

2. Temporary Sod: This work shall consist of furnishing and placing sod.

3. Temporary Mulching: This work shall consist of furnishing and applying a two-inch to four-inch thick blanket of straw or hay mulch and then mixing or forcing the mulch into the top two inches of the soil in order to temporarily control erosion. Only decayed straw or hay, which can readily be cut into the soil, shall be used. Other measures for temporary erosion control such as hydro-mulching, chemical adhesive soils stabilizers, etc., may be substituted for mulching with straw or hay with the approval of the City. When permanent grassing operations begin, temporary mulch materials shall be plowed under in conjunction with preparation of the ground.

4. Sandbagging: This work shall consist of furnishing and placing sandbags in configurations, so as to control erosion and siltation.

5. Slope Drains: This work shall consist of constructing slope drains, utilizing pipe, fiber mats, rubble, cement concrete, asphaltic concrete, plastic sheeting, or other acceptable materials, in accordance with the details shown in FDOT's Roadway and Traffic Design Standards or as suitable to adequately perform the intended function.

6. Sediment Basins: Sediment basins shall be constructed in accordance with the details shown in FDOT's Roadway and Traffic Design Standards or as suitable to adequately perform the intended function. Sediment basins shall be cleaned out as necessary.

7. Artificial Coverings: This work shall consist of furnishing and applying fiber mats, netting, plastic sheeting, or other approved covering to the earth surfaces.

8. Berms: This work shall consist of construction of temporary earth berms to divert the flow of water from an erodible surface.

    a. This work shall consist of construction of baled hay or straw dams or earth berms to protect against downstream accumulations of silt. The baled hay or straw dams shall be constructed in accordance with the details shown in FDOT's Roadway and Traffic Design Standards.
    b. The berm dam shall be placed so as to effectively control silt dispersion under conditions present on this project. Alternate solutions and usage of materials may be used if approved.

9. Filter Fabric for placement beneath rip-rap:

   a. Unroll filter fabric adequately longitudinally with the swale.

   b. Install anchoring pins in the fabric to protect the material from wind uplift.

   c. Toe filter fabric into soil a minimum of twelve inches (12") at the top and bottom of the slope.

10. Rubble Rip-Rap:

   a. Rip-rap should be placed carefully to not damage or displace the filter fabric. Filter fabric which rips or becomes displaced during rip-rap placement should be repaired. The placement of the rip-rap should proceed from the bottom up to the top of the slope. At no time should the rip-rap be dumped onto the fabric from the tip of the slope and allowed to roll down the surface of the fabric.

   b. Placement of rip-rap shall be in accordance with Section 530-3.3 of the FDOT Standard Specifications for Road and Bridge Construction 1991 edition.

   c. Minimum thickness of rip-rap layer is two feet (2').

3.3 SILT BARRIERS

A. Silt barriers shall be installed and maintained at the locations shown on the Drawings. The CONTRACTOR is required to prevent the possibility of silting onto any adjacent parcel.

B. Silt barrier shall be of the staked type and stakes shall be installed as indicated in the Drawings.

C. The height of the silt barrier fabric shall be a minimum of forty-two inches (42").

D. The stakes shall be two inch (2") x four inch (4") wood, five feet (5') long and shall be spaced a maximum of ten feet (10) apart at the barrier location and driven securely into the ground.

E. A trench shall be excavated approximately four inches (4") wide by four (4") deep along the line of stakes. The filter fabric shall be tied or stapled to the wooden stakes and eight inches (8") of fabric shall be extended into the trench. The staples

shall be heavy duty wire and at least one-half inch (1/2”) long. The trench shall then be backfilled and the soil compacted over the filter fabric.

3.4 FLOATING SILT BARRIERS

A. Floating silt barriers shall be located as shown on the Drawing and shall be in place prior to the start of any construction or grading.

B. Floating silt barriers shall meet or exceed the Florida Department of Transportation Roadway and Traffic Design Standards, Index No. 102, Floating Silt Barrier. CONTRACTOR shall submit fabric filter material specifications and installation configuration for approval prior to the start of construction.

3.5 TEMPORARY FENCE

A. Furnish, install and maintain on wetland lines, buffer lines, tree save lines and otherwise as shown on Drawings. Attach silt barrier to the temporary fence.

B. Follow manufacturer's installation recommendations.

3.6 MAINTENANCE

A. Silt barriers and temporary fences shall be inspected immediately after each rainfall and at least once a day during periods of prolonged rainfall. Any repairs shall be made immediately.

B. Should the fabric on a silt barrier or temporary fence decompose or become ineffective, the installation shall be repaired or replaced immediately at no additional cost to the City. If the CONTRACTOR fails to repair or replace the items as above, the City shall have the right to stop work without additional cost to the City in accordance with Article 15 of the General Conditions until such time as the repair or replacement has been made.

C. Sediment deposits shall be removed after each storm event. The CONTRACTOR will repair and restore the installations to a working and effective condition to the satisfaction of the City.

D. At the completion of all work, the silt barriers and the temporary fences will be removed unless otherwise directed by the City.

E. Any sediment deposits in place after the silt fence or filter barrier is no longer required shall be dressed to conform to the existing grade and prepared for seeding or sodding.

3.7 CONTROL OF CONTRACTOR'S OPERATIONS WHICH MAY RESULT IN WATER POLLUTION

A. Take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs, wetlands and other sensitive areas with silt, sediment, fuels, oils, bitumens, calcium chloride, or other harmful materials. Conduct and schedule operations so as to avoid or otherwise minimize pollution or siltation of such streams, etc. and to avoid interference with movement of migratory fish. Do not pump the residue from dust collectors or washers into any water body.

B. Construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other impoundments shall be restricted to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the Contract Documents and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.

C. Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or run-off.

D. Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water prior to discharge into State or other waters. Pump the water into grassed swales, appropriately vegetated areas, or sediment basins, or confine it by an appropriate enclosure such as siltation curtains when other methods are not considered appropriate. Do not contaminate State or other waters.

E. Do not disturb lands or waters outside the limits of construction, unless approved in advance and in writing by the City. No operations within non-permitted wetlands or upland buffers are allowed.

3.8 PROTECTION DURING SUSPENSION OF CONTRACT TIME

A. In the event that it is necessary that the construction operations be suspended for any appreciable length of time, shape the top of the earthwork in such a manner as to permit run-off of rainwater and construct earth berms along the top edges of embankments to intercept run-off water. Provide temporary slope drains to carry run-off from cuts and embankments which are located in the vicinity of rivers, streams, canals, lakes and impoundments. Should such preventative measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation.

END OF SECTION

SECTION 01600
MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 DESCRIPTION OFREQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion All

products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.2 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or

equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.3 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.1 REQUESTS FOR REVIEW

A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.2 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:

1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;

2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or

3. the material proposed for substitution is in every way equal to that of the listed

supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.3 EQUIVALENT MATERIALS AND EQUIPMENT

A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.

B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 – GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

Definition. Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Divisions 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this Section.

1.2 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will re-inspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items (“punch list”) to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, he will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the Owner's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion.

Should the ENGINEER consider that the work is incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such
additional services and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.3 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR'S closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Warranties and Bonds.
4. Evidence of Payment and Release of Liens.
5. Certificate of Insurance for Products and Completed Operations.

1.4 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents. The CONTRACTOR shall keep one record copy of all specifications, Drawings, Addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work. This material shall include any shop drawings or other information items that are not required to be reviewed or were provided to the ENGINEER for record purposes.

Documents and samples shall be stored in the Contractor's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples.

Documents shall be maintained in a clean, dry, legible condition and in good order. Record documents shall not be used for construction purposes.

Each document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded concurrently with construction progress.

No work shall be concealed until required information is recorded.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents, certified by Registered Land Surveyor or Engineer, one set of Mylar reproducibles, three sets of sealed paper bond copies and one AutoCAD 2000 diskette or CD shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. Contractor's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

1.5 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.6 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum

2. Additions and deductions resulting from:
   Previous Change Orders
   Allowances
   Unit Prices
   Deductions for uncorrected work
   Penalties and Bonuses
   Deductions for liquidated damages
   Deductions for re-inspection payments
   Other adjustments

3. Total Contract Sum, as adjusted

4. Previous payments

5. Sum remaining due

1.7 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.8 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 – MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710
FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities and Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.1 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities and Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.
Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.2 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740
WARRANTIES

PART 1 – GENERAL

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of Substantial Completion. Specific warranties are noted in specific Sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the OWNER.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the OWNER.

1. Refer to the General Conditions for terms of the CONTRACTOR'S period for correction of the Work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the CONTRACTOR of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the CONTRACTOR.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The CONTRACTOR is responsible for the cost of replacing or rebuilding defective Work regardless of whether the OWNER has benefited from use of the Work through a portion of its anticipated useful service life.

OWNER'S Recourse: Expressed warranties made to the OWNER are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the OWNER can enforce such other duties, obligations, rights, or remedies.

1. **Rejection of Warranties:** The OWNER reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

2. Where the Contract Documents require a special warranty, or similar commitment, the OWNER reserves the right to refuse to accept the Work, until the CONTRACTOR presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the ENGINEER prior to the date certified for Substantial Completion. If the ENGINEER'S Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the ENGINEER.

1. When a designated portion of the Work is completed and occupied or used by the OWNER, by separate agreement with the CONTRACTOR during the construction period, submit properly executed warranties to the ENGINEER within 15 days of completion of that designated portion of the Work.

When the Contract Documents require the CONTRACTOR, or the CONTRACTOR and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the OWNER, through the ENGINEER, for approval prior to final execution.

1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.

2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the CONTRACTOR.

3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

SECTION 02050
DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. The work includes, but is not limited to, demolition and removal of, but not limited to the following: sidewalk, driveways, piping, structures, trees, vegetation, mailboxes and ancillary items that are shown to be reconstructed within the project limits either identified in the plan set or necessary for the construction of the items shown within the plan set in order to accomplish the project.

1.2 QUALITY ASSURANCE

A. Accomplish all demolition work so there is no injury to any persons and no damage to adjacent structures or property. All demolition methods shall be in full compliance with municipal, county, state, and federal ordinances. Demolition work shall comply with the requirements of the Occupational Safety and Health Administration (OSHA).

B. The Contractor shall comply with all municipal, county, state, and federal ordinances regarding the disposal of rubble, scrap metal, and refuse.

C. Demolition procedures shall provide for safe conduct of the work, protection of property which is to remain undisturbed, and coordination with other work in progress.

1.3 JOB CONDITIONS

A. General:

1. It shall be the responsibility of the Contractor to visit the site and inspect the nature and condition of the items to be removed and salvaged before submitting his bid.

B. Dust Control:

1. Control the amount of dust resulting from demolition to prevent the spread of dust to occupied portions of buildings and to avoid creation of a nuisance in the surrounding area. Do not use water when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

C. Protection of Existing Work:

1. Protect existing work. Work damaged by the Contractor shall be repaired at no cost to Owner to match existing work.

PART 2 - PRODUCTS

NONE

PART 3 - EXECUTION

3.1 DISPOSAL

A. Equipment, piping, and materials which are designated to remain the property of the Owner shall be moved to a location within the project site designated by the Owner.

B. All removed materials not specifically designated to remain the property of the Owner shall become the property of the Contractor and shall be removed from the site and disposed of in a lawful manner.

C. Do not allow debris and rubbish to accumulate on the site. Remove debris and rubbish from the site.

3.2 CLEAN-UP

A. Clean-up in areas where other work is to be done following demolition shall be as specified in the applicable Sections.

B. Clean-up the job site in areas where no other work is to be done under this Contract following demolition. Remove all debris and rubbish, temporary facilities, and equipment. Level surface irregularities to eliminate depressions. Leave the work in a neat and presentable condition.

END OF SECTION

SECTION 02100
CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. The work consists of clearing and grubbing, within the limits of construction shown on the drawings. Included is the removal and disposal of all trees, stumps, roots and other such protruding objects necessary to prepare the area for the proposed construction and landscaping. No additional payment will be made for this work effort but should be included within various work task.

B. The removal and disposal of all, structures, appurtenances, existing pavement and other facilities is described in Section 02050, Demolition.

1.2 PROTECTION OF PROPERTY REMAINING IN PLACE

A. Property obstructions which are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, and similar items are to be carefully protected from injury and are not to be displaced. Restore damaged or temporarily removed elements that allow for construction improvements to their original condition, as acceptable to parties having jurisdiction.

B. Protection of Existing Trees and Vegetation:

1. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip lines, excess foot or vehicular traffic, or parking of vehicles within drip line.

2. When ground is to be excavated under the drip line of any existing protected tree (as defined in the City of Ormond Beach Land Development Code), roots shall be pruned at the juncture of the grade excavation to reduce tree root shock and dieback. The depth of the pruning shall be equal to the depth of the excavation. The location of root pruning shall be marked with two (2)-inch by four (4)-inch fencing. The City of Ormond Beach Parks Department shall supervise all root pruning activities.

3. Provide temporary guards to protect trees and vegetation to be left standing.

4. Contractor shall water trees and other vegetation remaining within the limits of the Contract work as required to maintain their health during the course of construction operations.

5. Provide protection for roots over ½-inch diameter cut during construction operations. Coat the cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.

6. Repair or replace trees and vegetation damaged by construction operations, in a manner acceptable to the Engineer. Repair tree damage with the services of a qualified tree surgeon.

7. Replace trees which cannot be repaired and restored to full-growth status, as determined by the tree surgeon.

C. Improvements on Adjoining Property:

1. Authority for performing removal and alteration work on property adjoining the Owner's property will be obtained by the Owner prior to award of Contract.

D. Salvageable Improvements:

1. Carefully remove items indicated to be salvaged, and store on the Owner's premises where indicated, unless otherwise directed.

1.3 OWNERSHIP OF MATERIALS

A. Except as may be otherwise called for on the drawings or elsewhere in the specifications, all materials removed by the Contractor shall become the property of the Contractor and shall be disposed of in a lawful manner.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

3.1 STANDARD CLEARING AND GRUBBING

A. Standard clearing and grubbing shall consist of the complete removal and disposal of all timber, brush, stumps, roots, rubbish and debris and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and of all other obstructions necessary to be removed and for which the removal is not specified to be done under other items of the contract, including pipes and demolition.

B. Unless otherwise shown on the drawings, standard clearing and grubbing shall be done within the following areas:

1. All areas where retention areas will be modified or constructed.

2. Any other areas specifically called for on the drawings to have standard clearing and grubbing.

C. In all areas where excavation is to be done, roots and other debris shall be removed to a depth of at least one-foot below the finished ground surface. The surface shall then be plowed to a depth of at least 6-inches and all roots thereby exposed shall be removed to a depth of at least one-foot. All stumps within the area of standard clearing and grubbing shall be completely removed and disposed of by the Contractor.

D. Where excavation is done within the standard clearing and grubbing area and where excavation for structures is done, all roots and similar items, protruding through or appearing on the surface of the completed excavation shall be removed to a depth of at least one-foot below the excavation surface.

E. Within all other areas where standard clearing and grubbing is to be done, roots and other debris, projecting through or appearing on the surface of the original ground, shall be removed to a depth of one-foot below the surface, but no plowing and harrowing will be required in these areas.

F. As an exception to the above provisions where so directed by the Engineer, desirable trees within the clearing and grubbing area shall be trimmed, protected and left standing. Trees shown on the drawings to be relocated shall be relocated to a location identified by the Engineer.

G. Any boulders encountered in the site excavation or found on the surface of the ground, shall be removed and placed in neat piles at a location approved by the Engineer.

H. For pipeline construction the Contractor shall only remove trees, shrubs and grass which interfere with the construction. All other vegetation shall be protected, preserved and/or replaced.

3.2 DISPOSAL OF MATERIALS

A. General Disposal:

1. Timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing shall be disposed of by the Contractor in locations and by methods approved by the Engineer.

2. In some instances, materials may be disposed of on the Owner's property at a location and by a method approved by the Engineer, but only with advance written permission of the Owner.

B. Burning Debris:

1. Burning will not be permitted on the Owner's property.

2. Where burning is prohibited by law, ordinance, or regulation, the Contractor shall dispose of the materials within areas provided by him and approved by the Engineer.

C. Disposal in areas Adjacent to Project:

1. Materials may be disposed of on private property, provided the Engineer is furnished with a written statement from the owner of the property giving permission for the disposal of the materials on his property. All disposal areas for materials resulting from clearing and grubbing, both on private property and on property owned by the Contractor, shall be in areas out of sight of the project and at least 300 feet from the nearest right-of-way line of the project, unless such materials are buried, in which case the requirement that the areas be 300 feet distant will be waived.

END OF SECTION

SECTION 02140
DEWATERING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Scope: In general, the work specified in this section of the specifications shall consist of supplying labor, materials, and plant, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry with approval from the St. Johns River Water Management District.

B. Examination of Site: The Contractor shall take all steps that he considers necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner nor the Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCT

2.1 METHOD AND EQUIPMENT

A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and in stable soil conditions. It is the intent of these specifications that an adequate dewatering system be installed to lower and control the groundwater in order to permit excavation, construction of the structures, construction of pipelines, and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the foundations, the drains, the sewers and all other excavations. An adequate weight of fill material shall be in place prior to discontinuing operation of dewatering to prevent buoyancy of the structure.

PART 3 - EXECUTION

3.1 GENERAL

A. The Contractor shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.

B. Disposal of Water: The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by him or any other Contractor. Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal ofwater.

C. Siltation and Erosion:

1. The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project.

2. The methods and provisions utilized by the Contractor to minimize siltation and erosion shall be approved by the Engineer and shall be in conformance with current Florida Department of Environmental Protection and St. Johns River Water Management District practices and regulations.

D. Inadequate System: If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations or structures may occur. The supply of all labor, materials, and plant, and the performance of all work necessary to carry out additional work for reinstatement of the structures of foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Engineer, and at no additional expense to the Owner.

END OF SECTION

SECTION 02200
EARTHWORK

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

This Section includes digging of excavations for structures, piping and roadways; backfilling around structures and piping; shaping and contouring the ground surface to conform to established grades and elevations; compacting of earth or rock materials to specified densities; bracing, sheeting and shoring; dewatering; removal of surplus excavated materials; and related work as shown on the Drawings and as specified.

1.2 DEFINITIONS

Excavation. Removal of earth and rock to form cavities for the construction of foundations and structures and to form trenches for the installation of piping or conduits.

Cavity formed by the removal of earth and rock.

Earth. Unconsolidated material in the crust of the earth derived by weathering and erosion. Earth includes:

Materials of both inorganic and organic origin;

Boulders less than 1/3 cubic yard in volume, gravel, sand, silt, and clay;

Materials which can be excavated with a backhoe, trenching machine, drag line, clam shell, bulldozer, highlift, or similar excavating equipment without the use of explosives, rock rippers, rock hammers, or jack hammers.

Rock. A natural aggregate of mineral particles connected by strong and permanent cohesive forces. Rock includes:

Coquina, Limestone, sandstone, dolomite, granite, marble, and lava;

Boulders 1/3 cubic yard or more in volume;

Materials which cannot be excavated by equipment which is used to remove earth overburden without the use of explosives, rock rippers, rock hammers, or jack hammers.

Undercutting. Excavation of rock and unsuitable earth below the bottom of a foundation, structure, pipe or conduit to be constructed or installed.

Subgrade. Undisturbed bottom of an excavation.
Bedding. Earth placed in trench to support pipe and conduit.

Backfill and Fill. Earth placed around structures from the bottom of an excavation to finished grade, or to the subbase of pavement.

Earth placed in a trench from the top of bedding to finished grade, or to subbase of pavement.

Topsoil. Earth containing sufficient organic materials to support the growth of grass.

1.3 JOB CONDITIONS

Carefully maintain bench marks, monuments and other reference points, and if disturbed or destroyed, replace as directed.

Should the CONTRACTOR encounter unusual subsurface and/or latent conditions at the site, he shall immediately give notice to the ENGINEER of such conditions before they are disturbed. The ENGINEER will promptly investigate the conditions and he will at once make such changes in the Plans and/or Specifications as he may find necessary. Any increase or decrease in cost resulting from such changes will be adjusted in the manner provided in the General Conditions.

1.4 QUALITY ASSURANCE

Codes and Standards. Perform excavation and landfilling work in compliance with applicable requirements of governing authorities having jurisdiction.

Testing and Inspection Service. The OWNER will retain a Soils Engineer to perform soil testing and inspection service for quality control testing of earthwork operations. Tests revealing satisfactory results will be paid for by the OWNER. The cost of tests revealing unsatisfactory results will be deducted from monies due the CONTRACTOR.

PART 2 – MATERIALS AND EQUIPMENT

2.01 MATERIALS

Earth for Fill and Backfill. Earth used for fill or backfill shall be of such gradation and moisture content that it will compact to the specified density and remain stable.

Pipe Cover Material. Pipe cover material shall consist of durable particles ranging in size from fine to coarse (No. 200 to 1-inch) in size, in a substantially uniform combination. Unwashed bank run sand and crushed bank-run gravel will be considered generally acceptable. Bedding material may be used for cover material.

Special Backfill. Special backfill shall be the following soils, classified by the Unified Soil Classification System, ASTM D-2487:

Group Symbols	Typical Name
GW	Well-graded gravels and gravel-sand mixtures, little or no fines
GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
SW	Well-graded sands and gravelly sands, little or no fines
SP	Poorly graded sands and gravelly sands, little or no fines

Suitable Backfill. Suitable backfill shall be the following soils, classified by the Unified Soil Classification System, ASTM D-2487:

Group Symbols	Typical Name
GW	Well-graded gravels and gravel-sand mixtures, little or no fines
GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
SP	Poorly graded sands and gravelly sands, little or no fines
SP-SM	Poorly graded sand/silt mixtures, no plasticity, less than 12% silt
SP-SC	Poorly graded sand/clay mixtures, no plasticity, less than 12% clay
SW	Well-graded sands and gravelly sands, little or no fines

Unsuitable Materials. Materials which are unsuitable for backfill include stones greater than 2-inches in their largest dimension, pavement, rubbish, debris, wood, metal, plastic, and the following soils, classified by the Unified Soil Classification System, ASTM D-2487:

Group Symbols	Typical Name
CH	Inorganic clays of high plasticity, fat clays
CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
GC	Clayey gravels, gravel-sand-clay mixtures
GM	Silty gravels, gravel-sand-silt mixtures
MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
OH	Organic clays of medium to high plasticity
OL	Organic silts and organic silty clays of low plasticity
PT	Peat, muck, and other highly organic soils
SC	Clayey sands, sand-clay mixtures
SM	Silty sands, sand-silt mixtures

PART 3 – EXECUTION

3.1 PROTECTION OF EXISTING FACILITIES

Support and protect all poles, fences, utility pipes, wire, conduits, buildings and structures.

Proceed with caution during excavation so the exact location of underground utilities and structures, both known and unknown, may be determined. CONTRACTOR shall be responsible for the repair of utilities and structures when broken or otherwise damaged.

Wherever water, or other pipes or conduits cross the excavation, the CONTRACTOR shall support said pipes and conduits without damage to them and without interrupting this Contract. The manner of supporting such pipes, or similar items, shall be subject to the approval of the ENGINEER.

When utility lines that have to be removed or relocated are encountered within the areas of operations, the CONTRACTOR shall notify the ENGINEER in ample time for the necessary measure to be taken to prevent interruption of the service.

The CONTRACTOR shall so conduct the work that no equipment, material, or debris will be placed or allowed to fall upon private property in the vicinity of the work, unless he shall have first obtained the property owner's written consent to do so and shall have shown said written consent to the OWNER.

All excavated material shall be piled in a manner that will not obstruct driveways. Hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, or other utility controls shall be left unobstructed and accessible until the work is completed. Drainageways shall be kept clear or other satisfactory provisions made for drainage.

Natural watercourses shall not be obstructed, except where specifically permitted for the construction of outfall and subaqueous crossings.

3.2 EXCAVATING

Make excavations to elevations and dimensions necessary to permit bracing, sheeting, erection of forms, inspection of foundation and installation of piping or conduits. Excavate trenches to the required alignment, depth and width. Excavate trenches in advance of pipe and conduit installation only as far as necessary to provide proper alignment and grade. Plan trenching operations to cause a minimum of danger to adjacent property and a minimum of inconvenience to the public.

The width of trenches at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and to allow the backfill to be placed and compacted as specified. Maximum trench width shall be such that design loadings on pipe will not be exceeded. Trenches shall be of such extra width, when required, to permit the placement of supports, sheeting, bracing, and appurtenances.

Depth of trenches shall be such as to allow installation of pipelines at the grades or elevations shown.

Trees, boulders, and other surface encumbrances, located so as to create a hazard to anyone involved in the excavation work or who is in the vicinity of the work at anytime during operations, shall be removed or made safe before excavating is begun.

CONTRACTOR shall be responsible for the determination of the angle of repose of the soil in which the excavating is to be done. Excavate all slopes to at least the angle of repose except for areas where solid rock allows for line drilling or presplitting. Excavation shall be conducted in accordance with applicable OSHA specifications.

Sides, slopes, and faces of all excavations shall meet accepted engineering requirements by scaling, benching, barricading, rock bolting, wire meshing, or other equally effective means. Give special attention to slopes which may be adversely affected by weather or moisture content.

Flatten the excavation sides when an excavation has water conditions, silty materials, loose boulders, and areas where erosion and slide planes appear.

Shore or otherwise support sides of excavations in hard or compact soil when the excavation is more than five feet in depth. In lieu of shoring, the sides of the excavation above the five-foot level may be sloped to preclude collapse, but shall not be steeper than a one-foot rise to each 1/2-foot horizontal (or in accordance with OSHA specifications, whichever dictates flatter slope).

Use diversion ditches, dikes, or other suitable means to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Do not allow water to accumulate in an excavation. If possible, the grade should be away from the excavation.

Excavations shall be inspected by a competent contractor's representative after every rainstorm or other hazard-increasing occurrence, and the protection against slides and cave-ins shall be increased if necessary.

Do not store excavated or other material nearer than four feet from the edge of any excavation. Store and retain materials as to prevent materials from falling or sliding back into the excavation. Install substantial stop log or barricades when mobile equipment is utilized or allowed adjacent to excavations.

3.3 SHEETING

The CONTRACTOR has the option of sheeting excavations.

Supporting systems, such as piling, cribbing, shoring, and bracing shall be designed by a qualified contractor's representative and meet accepted engineering requirements. When tie rods are used to restrain the top of sheeting or other retaining systems, securely anchor the tie rods well back of the angle of repose. When tight sheeting or sheet piling is used, assume full loading due to groundwater table, unless prevented by weep holes or drains or other means. Provide additional stringers, ties, and bracing to allow for any necessary temporary removal of individual supports.

Materials used for sheeting, sheet piling, cribbing, bracing, shoring and underpinning shall be in good, serviceable condition. Timbers shall be sound, free from large or loose knots, and of proper dimensions.

Take special precautions in sloping or shoring the sides of excavations adjacent to a previously backfilled excavation or a fill, particularly when the separation is less than the depth of the excavation. Pay particular attention to joints and seams of material comprising a face and to the slope of such seams and joints.

If it is necessary to place or operate power shovels, derricks, trucks, materials, or other heavy objects on a level above or near an excavation, sheet-pile, shore, and brace the side of the excavation as necessary to resist the extra pressure due to such superimposed loads.

If the stability of adjoining buildings or walls is endangered by excavations, provide shoring, bracing, or underpinning as necessary to ensure the safety of adjoining buildings or walls. Such shoring, bracing or underpinning shall be inspected daily or more often, as conditions warrant, by a competent contractor's representative and the protection effectively maintained.

The CONTRACTOR shall be held responsible for the sufficiency of all sheeting and bracing used, and for all damage to persons or property resulting from the improper quality, strength, placing, maintaining, or removing of the same. This includes damage to trees, sidewalks, and other property on the project site as well as on the private grounds.

Drive sheeting ahead of excavation. Do not remove sheeting until the excavation backfill has reached within two feet of the top of the excavation, except that the lower course of sheeting may be removed from a double sheeted excavation. When sheeting is drawn, completely fill all cavities remaining in or adjoining the excavation. When sheeting is left in place, completely fill all cavities behind such sheeting.

3.4 ROCK REMOVAL

Rock, boulders or other hard, lumpy or unyielding materials encountered in trench bottoms shall be removed to a depth at least 12-inches below the bottom of any pipes to be installed. All rock and other hard foundation material under structures shall be freed of all loose material, cleaned, and cut to a firm surface; either level, stepped vertically and horizontally or serrated, as may be directed. All seams shall be cleaned out and filled with concrete or mortar.

Blasting of rock or other hard to remove materials will not be permitted on this project.

3.5 SUBGRADES

Do not construct foundations, footings, slabs, or piping on loose soil, mud, or other unstable or unsuitable soil.

Fill excess cuts under foundations, footings, and slabs with concrete.

Fill excess cuts under piping with compacted bedding as specified in this Section.

3.6 BACKFILLING FOUNDATION AND STRUCTURE EXCAVATIONS

Remove debris and other unstable or unsuitable materials from excavations before backfilling is started.

Place backfill in uniform lifts and compact. In areas below proposed paving, the backfill shall be compacted to a minimum density of 98% of the proctor modified maximum density (AASHTO-180). In areas that will not be paved, minimum densities of 95% of AASHTO T-180 shall be achieved. Compaction shall be by drum roller (static or vibratory) or hand-operated equipment (for smaller/confined areas). Loose lifts of backfill shall not exceed 12 inches for drum roller compaction and shall not exceed 6 inches for compaction with hand-operated equipment. The soil, at the time of compaction, should exhibit a moisture content with 2% of the soil's optimum moisture content, as provided by AASHTO T-180. The contractor shall take the necessary precautions in order to avoid damaging nearby structures as a result of vibrations from the compaction equipment.

If suitable, use stored excavated material for backfill and fill. Provide additional material, if required, to complete backfill and fill. Additional backfill and fill material shall be provided at no additional cost to the OWNER.

3.7 BACKFILLING PIPINGTRENCHES

Do not backfill trenches and excavations until all utilities have been inspected by the OWNER'S representative and until all underground utilities and piping systems are installed in accordance with the requirements of the specifications and the drawings.

Remove debris and other unsuitable materials from excavations before backfilling is started.

Place and tamp bedding and backfilling in a manner which will not damage pipe coating, wrapping, or encasement.

Bedding procedures shall be as specified in the particular Section for the applicable pipe material.

If bedding does not cover the pipe, place pipe cover material from the top of bedding to 12-inches over the pipe. Compact pipe cover material to the density required to allow backfill over the pipe cover material to be compacted to the density specified. Compaction shall be conducted under the guidelines of section 3.06.

3.8 FINISH GRADING

Shape the surface of all earthwork to conform to the lines, grades, contours and cross-sections shown on the drawings. Hand dressing may be required in certain areas or in confined areas where equipment operation is restricted.

In final shaping of the surface of the earthwork a tolerance of 0.1 foot above or below the plan elevation will be allowed with the following exceptions:

Earthwork shall be shaped to slope away from all buildings and structures.

Earthwork shall be shaped to match adjacent pavement, curb, sidewalks, and similar appurtenances.

Ditch bottoms and swales shall be shaped so that no water will be impounded except in areas designated for impoundment.

3.9 CLEANUP AND MAINTENANCE

Cleanup the job site as grading is completed. Remove excess earth, rock, bedding, materials, and backfill materials. Remove unused piping materials, structure components, and appurtenances. Restore items moved, damaged, or destroyed during construction.

Maintain the job site until the work has been completed and accepted. Fill excavations which settle when settlement is visible. Restore items damaged by construction or improper restorations. Keep dust conditions to a minimum.

3.10 STORAGE AND REMOVAL OF EXCAVATED MATERIAL

Suitable excavated material required for filling and backfilling operations may be stockpiled on the job site.

Remove unsuitable materials from the job site as unsuitable materials are excavated. Remove surplus suitable materials from the job site as excavations are backfilled.

Excavated suitable surplus materials shall remain the OWNER'S property and shall be stockpiled at the location(s) designated by the OWNER.

END OF SECTION

SECTION 02222
TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. The extent of trenching, backfilling and compacting is shown on the drawings.

B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.1 CLEARING OF THE SITE

A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.2 EXCAVATION

A. General:

1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the ENGINEER. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the ENGINEER. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Rock:

1. Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the drawings, the ENGINEER shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the ENGINEER in writing.

a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.

b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.

c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the OWNER.

2. The ENGINEER shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The ENGINEER reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.

2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the CONTRACTOR's responsibility to provide, at no additional cost to the OWNER, such additional bedding or select backfill materials as the ENGINEER may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.

3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the CONTRACTOR will not be allowed extra compensation for additional excavation involved.

4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the ENGINEER shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the OWNER.

E. Structural: (For inlets, manholes, and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the ENGINEER may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the CONTRACTOR.

2. After excavation for a structure is completed, the CONTRACTOR shall notify the ENGINEER to that effect. No concrete or reinforcing steel shall be placed until the ENGINEER has approved the depth of the excavation and the character of the foundation material.

F. Sheeting and Shoring:

1. The CONTRACTOR shall provide all trench and structural bracing, sheeting 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. Sheeting shall be removed or cut off by the CONTRACTOR during backfilling operations as directed by the ENGINEER. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.3 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The CONTRACTOR will not be allowed to discharge water into the OWNER's storm drainage system without the written approval of the ENGINEER. Approval will be subject to the condition that the storm sewer be returned to its original condition.

The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The CONTRACTOR shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.4 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock or other material approved by the ENGINEER shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.

2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the ENGINEER and the density requirements are met.

3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the CONTRACTOR to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the of excavation shall be cleared of all trash and debris. Material for backfilling shall consist the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9- inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.5 RESTORATION OF SURFACE IMPROVEMENTS

A. Roadways, including shoulders, alleys and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the ENGINEER. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.6 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.7 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the CONTRACTOR. The CONTRACTOR shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the OWNER.

3.8 TESTS

A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the OWNER and at such locations as may be recommended by the ENGINEER. The CONTRACTOR shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

SECTION 02500
PAVING

PART 1 - GENERAL

1.01 DESCRIPTION

This Section provides paving requirements (by reference) and base and curbing requirements for the roadway resurfacing project.

1.02 QUALITY ASSURANCE

CONTRACTOR shall be responsible for employing an independent testing laboratory to prepare required design mixes and to monitor his quality control procedures. CONTRACTOR shall be responsible for all asphalt plant testing.

CONTRACTOR shall provide a certificate that all materials and workmanship provided by him conform to Contract Requirements.

OWNER will retain an independent testing laboratory to field verify quality of materials used in paving work.

Where the "Standard Specifications" require that materials be from a source approved by the Department of Transportation, CONTRACTOR may provide proof of such source approval or he may employ an independent testing laboratory to perform necessary sampling and testing and to certify that all source meets requirements for Department approval.

1.03 REFERENCE STANDARDS

The "Standard Specifications" referred to in this Section are the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. The most current edition shall be used unless a specific edition is referred to. Those paragraphs in the "Standard Specifications" referring to Measurement and Payment are not applicable to work under this contract.

References to AASHTO shall mean the American Association of State Highway and Transportation Officials.

1.04 SUBMITTALS

Submit Certificate of Compliance with specified requirements in duplicate for OWNER's and ENGINEER's file.
Design mixes, complete with back-up data, shall be submitted before paving begins in quadruplicate for use by OWNER, ENGINEER, Quality Control Laboratory and field inspector.

1.05 JOB CONDITIONS

Alignment and Elevations. Establish and maintain alignment and elevations as shown or specified.

Weather Limitations. Conform to weather limitations specified for each component of the paving system.

PART 2 - MATERIALS AND EQUIPMENT

2.01 STABILIZED SUBGRADE

Materials for use in constructing the stabilized subgrade shall conform to the requirements of Section 160 of the "Standard Specifications".

2.02 MATERIALS FOR CRUSHED CONCRETE BASE COURSE

The minimum percentage of carbonate of calcium and magnesium in the crushed concrete material shall be 60. The maximum percentage of water-sensitive clay mineral shall be 3. Determination shall be at the option of the ENGINEER.

Crushed concrete material shall not contain cherty or other extremely hard pieces, or lumps, balls, or pockets of sand or clay size material in sufficient quantity as to be deleterious to the proper bonding, finishing, or strength of the crushed concrete base.

2.03 MATERIALS FOR ASPHALTIC CONCRETE MIXTURES

Materials for use in asphaltic concrete mixtures shall conform to the requirements listed in "Standard Specifications", of Florida Department of Transportation.

The use of recycled asphaltic concrete may be allowed, given that the mix design submitted by the Contractor which is intended to be used on this project, conform to the technical provisions (based on Florida Department of Transportation, unless stated otherwise) for the type of mix specified in the drawings, bid or other sections of the specifications.

CONTRACTOR shall employ an independent testing laboratory to test materials and prepare a design mix for the type of mix to be used on the project and to monitor plant asphalt production for quality control, as specified by OWNER.

The asphaltic concrete manufacturing plant, used for the asphaltic concrete mixture, shall be a maximum of fifty (50) miles from the project site.

2.04 MATERIALS FOR PRIME AND TACK COATS FOR BASE COURSES

Materials used for prime and tack coats shall conform to the requirements of Section 300 of the "Standard Specifications", Latest Edition.

2.05 CONCRETE CURB AND CURB AND GUTTER

Concrete for use in concrete curb and curb and gutter shall be non structural concrete conforming to the requirements of Section 520 of the "Standard Specifications".

PART 3 - EXECUTION

3.01 INSPECTION

Examine areas where pavements are to be constructed. Ensure that clearing and grubbing has been satisfactorily completed. Verify that subgrade has been constructed to proper elevations and that fill in embankment has been properly compacted.

3.02 STABILIZED SUBGRADE

The stabilized subgrade shall be constructed in accordance with the requirements of Section 160 of the "Standard Specifications", Latest Edition, for a Type B Stabilized Subgrade.

At least 3-inches (loose measurement) of a suitable commercial or local stabilizing material, as described in the "Standard Specifications", Section 914, shall be mixed into the subgrade for stabilization in accordance with the "Standard Specifications", Sections 160-1, 3 and 8. The Limerock Bearing Ratio (LBR) shall be 40. Density tests will be paid for by the OWNER except that all retests required due to failure to meet specifications shall be paid for by the CONTRACTOR.

After the subgrade has been prepared, it shall be kept free from ruts, depressions and any damage resulting from the hauling or handling of tools and equipment.

3.03 CRUSHED CONCRETE BASE COURSE

Samples of base course material shall be supplied by the CONTRACTOR at his expense, and all materials shall be approved by the ENGINEER prior to use in the work. Additional samples of base course materials shall be furnished during construction as required by the ENGINEER.

The material shall be transported to the point where it is to be used, over material previously placed, and dumped on the end of the preceding spread. No hauling shall be done over the subgrade.

At least 97% (by weight) of the material shall pass a 3 ½-inch sieve and the material shall be graded uniformly down to dust. The fine materials shall consist entirely of dust or fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road. The base shall be bladed and shaped to conform to the typical sections shown on the Drawings. The base shall then be compacted by rolling with a combination of steel wheel and rubber tired rollers until an average density of 98% of the maximum density obtainable under AASHTO Method T-180 is reached. The base shall have an average LBR of not less than 100. The LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

3.04 ASPHALTIC CONCRETE PAVING

Asphaltic concrete mixtures for use in leveling and surface courses shall be prepared, placed, compacted and finished in compliance with "Standard Specifications", Latest Edition.

3.05 PRIME AND TACK COATS

Equipment for application, preparation of surfaces, weather limitations, methods and rates of application shall conform to the requirements of section 300-3 through 300-7 of the "Standard Specifications", Latest Edition.

3.07 CONCRETE CURB AND CURB AND GUTTER

Concrete curb and curb and gutter shall be constructed in compliance with the requirements of Section 520 of the "Standard Specifications", Latest Edition.

3.08 STREET RECONSTRUCTION

Where street reconstruction is indicated on the Drawings it shall require complete removal of street surface and base and replacement with materials to the limits shown on the Drawings. If existing base and surface contain strips of concrete or asphaltic base used in prior street repairs these materials shall be completely removed and disposed of by the CONTRACTOR. Where curb and gutter removal is called for on the Drawings, complete removal and disposal shall be accomplished by the CONTRACTOR.

After removal of base material the subgrade shall be tested for bearing value as specified. If the subgrade does not have adequate bearing value it shall be stabilized in accordance with Section 160 of the "Standard Specifications" Latest Edition. Materials removed from existing base may be used in stabilizing subgrade with the approval of the ENGINEER. No separate payment will be made for stabilizing the subgrade.

END OF SECTION

SECTION 02580
ROADWAY STRIPING AND MARKING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section includes roadway striping and reflective marking as specified for this project.

1.02 QUALITY ASSURANCE

Standards. Materials and workmanship shall conform to the requirements of the following:

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, 1996 edition, hereinafter called the Standard Specifications.

PART 2 - MATERIALS AND EQUIPMENT

2.01 MATERIALS

Lane Marking Paint. Thermoplastic traffic stripes in accordance with Section 711 of the Standard Specifications.

Color: White or Yellow as required.

Reflective Paving Markers. Reflective pavement markers shall conform with the requirements of Section 706 of the Standard Specifications.

PART 3 - EXECUTION

3.01 MARKING TRAFFIC STRIPES

Cleaning. Sweep and clean the surface to eliminate loose material and dust.

Application. Apply in accordance with the plans and Section 711 of the Standard Specifications. Stop bars shall be provided at all "stop" intersections, as directed in the project manual (Section 01025 - Measurement and Payment). Replace all traffic striping to match existing stripes, including sidewalk crossing striping.

Width of Stripe. Unless otherwise shown or directed by the Engineer: stripes shall be 4-inches wide; stop bars shall be 24-inches wide, and sidewalk striping shall match existing width.

3.02 REFLECTIVE PAVEMENT MARKERS

Reflective pavement markers shall be installed in accordance with the plans and Section 706 of the Standard Specifications. Reflective markers shall be considered an integral part of Roadway Striping and no separate payment will be made therefor.

END OF SECTION

SECTION 02801
RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, mailboxes, sprinkler systems, walks and any other existing improvement affected by the proposed work within the project limits regardless if outside the right of way or not.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.2 QUALITY ASSURANCE

Standards. Florida Grades and Standards for Nursery Plants, Part 1:

Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.1 SOD

Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod shall be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod shall have well matted roots.

The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.2 PLANTS

Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.

Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.

Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants shall conform to the sizes indicated by the Owner.

2.3 MULCH

Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.4 WATER

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

2.5 PLANTING MIXTURE

The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.6 FERTILIZER

Fertilizer shall be granular 8-8-8, or equivalent.

Commercial fertilizers shall comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.7 ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications shall be Type SP9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.8 PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.1 LANDSCAPING RESTORATION

All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in “Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

Sod Placement.

The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer.
Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.

In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.

Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

The sod shall be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.2 PAVEMENT REPLACEMENT

Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

Prior to replacing asphalt pavement, a crushed concrete base shall be laid. The base shall be twelve (12) inches of compacted thickness for City driveways. For State or County roads the thickness shall be as required by that agency's permit. The base course shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

Driveway aprons (replacing existing driveways as noted on plans) shall consist of 6 inches of concrete having a compressive strength of 3,000 PSI. The concrete shall bear on a subgrade exhibiting an LBR of at least 40. If required, the stabilization shall be achieved by mixing shell into the subgrade. The subgrade shall have a minimum thickness of 8 inches and compacted to 98% of the maximum dry density as provided by AASHTO T-180.

Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

3.3 CURB REMOVAL AND REPLACEMENT

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer/Architect. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal. Materials and methods of replacing State Highway sidewalks or curbs shall conform to the Department of Transportation specifications.

3.4 TESTS

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION

SECTION 03100
CAST IN-PLACE AND POURED CONCRETE

PART 1 GENERAL

1.1 WORK INCLUDED

A. The work included under this section consists of furnishing all materials, forms, transportation and equipment, and performing all necessary labor to do all the plain and reinforced concrete work shown on the Drawings, or incidental to the proper execution of the work, or as herein specified.

B. Composition: Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this section suitable to the specific conditions of placement.

1.2 SUBMITTALS

A. All materials specified shall be certified by the producer or manufacturer that the furnished material meets the specific requirements of the specifications. Concrete mix designs shall be submitted for approval prior to placement.

PART 2 MATERIALS AND EQUIPMENT

2.1 PORTLAND CEMENT

Shall comply with the standard specifications for Portland Cement, A.S.T.M. designation C-150, Type II, or Type III (high-early), where indicated on drawings.

2.2 CONCRETE AGGREGATE

Shall conform to standard specifications for concrete aggregate, A.S.T.M. Designation C-33. Maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between reinforcing bars.

A. Fine Aggregate. Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand known as Lake Wales, Interlachen, or approved equal. The source, composition, quality and gradation of the fine aggregate shall be subject aid the approval of the Engineer. Samples of the sand shall be furnished, together with certified copies of the gradation and analysis from the recognized testing laboratory.

1. The weight of extraneous or deleterious substances shall not exceed the following percentages.

Loss by Decantation	3%
Shale	1%
Clay Lumps	1%
Coal and Lignite	1%

2. The fine aggregate shall be reasonable well graded from coarse to fine and when tested by means of laboratory sieves shall meet the following requirements in percent of total weight:

Total Retained On	Percent Retained
No. 4 Sieve	0 - 5
No. 10 Sieve	3 - 30
No. 30 Sieve	30 - 70
No. 50 Sieve	65 - 95
No. 100 Sieve	95 - 100

Deficiencies in the percentages of the fine aggregates passing the No. 50 and No. 100 Sieves may be remedied by the addition of pozzolanic or cementitious materials excepting Portland cement. Such materials must meet the approval of the Engineer.

B. Coarse Aggregate

1. Coarse aggregate shall consist of hard; tough, durable components, free from adherent coatings and vegetable matter, and shall not contain soft, friable, thin or elongated particles in quantities considered deleterious by the Engineer. Coarse aggregate shall be properly graded form fine to coarse to produce concrete of desired strength, density, and workability. The source, composition, quality and gradation of the coarse aggregate shall be subject to the approval of the Engineers. Samples of the coarse aggregate shall be furnished together with certified copies of the gradation and analysis from a recognized testing laboratory.

2. All coarse aggregate shall be washed and shall be free from disintegrated pieces, salt, alkali, vegetable matter and adherent coatings. The total percentage of all deleterious substances shall not exceed 5 percent by weight. The substances designated shall not be presented in excess of the following amounts.

Loss by Decantation	1%
Clay Lumps or Other Soluble Materials	1/4%
Soft Fragments	5%

3. Where the cover over reinforcing is 2 inches or more, the maximum size of aggregate shall be 1 1/2 inches. Where the cover over reinforcing is less than 2 inches, the maximum size of aggregate shall be 3/4 inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars. The grading of the coarse aggregate in the concrete shall be within the following limits.

Percent Passing

Maximum Size Square Mesh Screen	97 - 100%
1/2 Maximum Size Square Mesh Screen	40 - 70%
No. 4 Sieve	0 - 6%

2.3 WATER

Water shall be clean and free from oil, acids, alkalis, organic materials or other injurious substances.

2.4 REINFORCEMENT

A. Reinforcing Bars: ASTM A615, Grade 60, deformed bars of USA manufacture.

B. Welded Wire Fabric: ASTM A185, gauges, spacing and dimensions as indicated.

C. Metal Bar Supports: CRSI MSP-1, Chapter 3, Class 2, Type B, Stainless Steel Protected Bar Supports, or otherwise approved by the Engineer. Use concrete supports for reinforcement in concrete placed on grade.

D. Tie Wire: 16 gauge minimum, black, soft annealed.

E. Coupler Splice Devices: Cadweld tensions couplers, capable of developing the ultimate strength of the bar as manufactured by Erico Products, Incorporated, Solon, Ohio, or equal.

2.5 FORM WORK

A. Lumber: Douglas Fir or Larch, No. 2 grade, seasoned and surfaced on four sides.

B. Plywood: Plyform, Class 1, BB-Exterior type, mill oiled and edge sealed, with thickness not less than 3/4 inch.

C. Medium Density Overlay (MDO) Plywood Forms: PS-1, B-B High Density Concrete Form Overlay, Class I, unoiled.

1. Butt form panels, make contact surface fully flush and seal butting holes with sponge form tape. Chamfer edges of beams and ceilings.

2. Where MDO plywood is used to form beams, do not use MDO plywood that has been patched or damaged.

D. Drip Forms: Varnished ponderosa pine or equally rigid non-staining plastic, 1/2 inch wide on each leg.

2.6 ADMIXTURES:

A. Air Entraining Admixture: ASTM C260.

B. Water Reducing and Retarding Admixture:

1. Concrete Without Superplasticizer:

a. Water Reducing Admixtures: ASTM C494, Type A, equal to Eucon WR-75 by the Euclid Company, Pozzolith 200 N by Master Builders, Plastocrete 161 by Sika Chemical Corporation, and containing no calcium chloride.

b. Water Reducing and Retarding Admixtures: ASTM C494, Type D, equal to Eucon Retarder-75 by the Euclid Company, Pozzolith 100 XR by Master Builders, Plastiment by Sika Chemical Corporation, and containing no calcium chloride.

c. Accelerating Admixtures: ASTM C494, Type C or E, equal to Accelguard 80 by the Euclid Company, Darex Set Accelerator by W.R. Grace, and containing no calcium chloride.

PART 3 EXECUTION

3.1 PROPORTIONING

A. The proportions of aggregate to cement shall be such as to produce a thoroughly plastic mixture which will work readily into the corners and angles of the forms and around the reinforcement but without permitting the materials to segregate or excess free water to collect on the surface. The percentage of sand shall not be less than thirty (30) no more than fifty (50) percent of the total weight of the aggregate.

B. The total content, including the surface water contained in the aggregate, shall not exceed 5.7 gallons per sack of cement. The slump shall not exceed four (4)inches. Air-entraining admixture shall be Darex AEA as manufactured by the Dewey and Almy Chemical Company.

C. The amount of air entrained in the freshly mixed concrete shall not be less than three (3) percent nor more than six (6) percent. The minimum cement content in sacks per cubic yard of concrete shall not be less than six (6) sacks per cubic yard for Class "A" concrete.

D. Concrete materials shall be accurately measured by weight. Measurement of materials for ready-mixed concrete shall conform to the "Standard Specifications for Ready-Mixed Concrete", (A.S.T.M designation C-94).

1. Class "A" concrete for all structures shall have minimum compressive Strength of 4000 psi at 28 days.

2. Class "B" concrete for sidewalks shall have minimum compressive strength of 3000 psi at 28 days.

3. All concrete shall be Class "A" unless otherwise shown on the drawings.

3.2 MIXING AND PLACING

A. Concrete shall be mixed conveyed and deposited in accordance with the "A.C.I. Building Code" (A.C.I.318).

B. Prior to placing any concrete, the Contractor shall submit for the Engineer's approval a design mix, calculated by a recognized testing laboratory, and using the approved aggregates to produce a workable mix of the desired strength, together with certified copies of 7 days and 28 day tests of cylinders taken from concrete made according to the design mix. The mixes shall be designed to secure concrete having a minimum compressive strength at age 28 days.

C. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following.

1. Date and time leaving plant
2. Type of cement and weight
3. Quantity of Water and time added

Additives (if any)
Site arrival time
Site leaving time

D. Concrete

1. Ready-mixed concrete shall be used. All mixing requirements specified herein shall be enforced, and the Owner's laboratory representative and the Engineer shall have free access to the mixing plant at all times.

2. Except for materials and/or procedures otherwise specified herein, ready-mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C94.

3. No water shall be added to the concrete after it leaves the plant except where part of the design water was purposely omitted at the plant, and then only as approved by the Engineer.

E. Mixer Speed

1. Neither the speed of any mixer nor the quantity of material loaded into any mixer shall exceed the recommendations of the manufacturer.

2. Excessive over-mixing, required addition of water to preserve the required consistency, shall be cause of rejection of the batch.

3. Concrete shall not remain in a transit mixer or agitator truck more than 90 minutes after the water has been introduced, and not for more than 45 minutes if any approved retarding agent is not used.

4. Minimum mixing time shall be 50 revolutions of drum at rated speed.

F. Measurement

1. Equipment necessary to determine and control the actual amounts of all materials entering the concrete shall be provided by the concrete manufacturer.

2. All materials shall be measured by weight, except that water may be measured by volume calculated at 8-1/3 pounds per gallon. One bag of cement will be considered as 94 pounds in weight.

G. Mixes

1. Mix Design: Conform to ACI 318, Section 4.3. Submit data on consecutive tests and standard deviation.

2. Maximum Water-Cement Ratio:

.37 (lbs/lb) - Concrete with superplasticizer
.45 (lbs/lb) - Class A concrete without superplasticizer
.55 (lbs/lb) - Class B concrete without superplasticizer
.65 (lbs/lb) - Class C concrete without superplasticizer

3. Air Content: 5 percent plus or minus 1.5 percent (Class A and B).

4. Slump: 4 inches plus or minus 1 inch for Class A and B without superplasticizer. 7 inches plus or minus 1 inch for Class A and B with superplasticizer. 8 inches plus or minus 1 inch for tremie concrete or as specified by details.

H. Placing Concrete.

1. All concrete shall be placed in clean, damp forms that are not hot to the touch.

2. To prevent segregation, concrete shall be deposited as nearly as practicable in final position and not allowed to drop freely more than necessary and in no case more than five feet, except in an approved funnel or tremie. All concrete shall be placed during daylight unless otherwise authorized at least four hours in advance. Where the reinforcing steel above the top of the concrete being placed becomes coated with laitance or partially set-up concrete, all such concrete shall be removed from the reinforcing steel prior to placing concrete around the bars.

3. Concrete shall be packed carefully and tightly around pipe and other items to secure maximum adhesion.

4. Concrete shall be placed in layers not over 12 inches deep before compacting. Concrete shall be compacted by internal vibrating equipment supplemented by spading and hand-rodding between reinforcing steel and form to eliminate air bubbles and honeycomb. Vibrators shall not be used to more the concrete laterally inside the forms. Duration of vibration shall be limited to the time necessary to provide satisfactory consolidation without causing segregation, not less than five and more than 15 seconds per square foot of exposed top surface. The vibrator shall be constantly relocated and shall be placed in each specific spot only once for each layer. The Contractor shall take steps to assure that sufficient personnel are available to devote full time to operating vibrator, spading and rodding.

5. Wall concrete shall be placed in layers as indicated above, with the first lift preceded by a 1-inch minimum layer of 1:2-1/2 cement-sand grout, with a 6-inch to 8-inch slump, placed on existing concrete not more than 20 minutes before concrete placement. The surface of previously placedhardened concrete shall be clean and wet before grouting, or shall be treated with a bonding agent as required. Puddles of water in horizontal recessed keys shall be avoided by the use of drain recesses to outside edge of concrete. Concrete in walls and deep beams shall be placed in lifts not to exceed three layers at 12 inches each for the full length of the pour before proceeding higher. The placing of concrete shall not be delayed more than 20 minutes between layers or lifts.

3.3 CURING AND PROTECTION

A. Curing:

1. Immediately after surface defects have been repaired, apply a spray coat of curing compound to all exposed surfaces, including slabs, walls, beams and columns in accordance with the manufacturer's recommendations. Protect exposed steel keyways and other embedded items from the curing compound. Water cure, as specified in paragraph B hereunder, all concrete surfaces that are to be exposed to wastewater, surfaces that are to coated with a coal tar epoxy system, and concrete floors requiring a bond for special finishes.

2. Do not apply compound during periods of rainfall. Should the film become damaged from any cause within the required curing period, immediately repair the damaged portions with additional compound. Upon removal of forms, immediately coat the newly exposed surfaces to provide a curing treatment equal to that provided for the surface.

3. Curing and Sealing Compound: Use clear compound conforming to Federal Specification TT-C-800A, 30% solids content minimum, having test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft per gallon, and equal to Super Floor Coat or Super Pliocure by The Euclid Chemical Company or Masterseal 66 by Master Builders. Furnish manufacturer's certification as required.

4. Apply specified clear curing and sealing compound to all horizontal areas so noted on the Drawings or in the Specifications. Apply immediately after final finishing. Apply this compound to non-structural construction joints of slabs on grade to act as a bond breaker prior to placement of adjacent concrete.

B. Water Curing Method: Cure all concrete that is to be water cured by either the wet burlap method, by continuous fogging or by covering the waterproof sheet.

1. Wet Burlap Method: Cover concrete surface with a double thickness of burlap, cotton mats, or other approved materials, kept thoroughly saturated with water. Keep the forms wet until removed and upon removal, start the curing specified herein immediately. Cure the concrete for a period of 7 days for normal Portland cement or 4 days for high early strength cement. Do not submerge concrete poured in the dry until it has attained sufficient strength to adequately sustain the stress involved and do not subject it to flowing water across its surface until it has cured 4 days.

2. Continuous Fogging: Perform continuous fogging by fogging with a nozzle which so atomizes the flow of water that a mist, and not a spray, is formed. Fog the concrete surface regularly without allowing any part of the surface to become dry. Take all necessary precautions to prevent erosion of the concrete surface by water.

3. Covering the Waterproof Sheets: Keep the entire area to be cured continuously wet by fogging, as specified in the fogging paragraph above, for at least 18 hours and then immediately cover the waterproof curing sheet conforming to ASTM C171, waterproof paper and polyethylene film, free of holes or tears. Keep sheet fully fat, without wrinkles or air bubbles, held down tautly at all edges. Do not use this method on slabs which will be exposed to view.

3.4 PLACING REINFORCEMENT

A. All reinforcement shall be detailed, fabricated and erected in accordance with the A.C.I. "Manual of Standard Practice for Detailing Reinforced Concrete Structure", (A.C.I. 315), including bar supports and spacers. At splices all reinforcing bars shall be lapped a minimum of twenty-four (24) bar diameters but not less than twelve (12) inches.

B. The reinforcing shall be fabricated to the shapes and dimensions shown and shall be placed where indicated on the drawing. Before placing, all reinforced steel shall be thoroughly cleaned of rust, mill scale or coatings, which would reduce or destroy the bond. Reinforcing bars shall conform to the requirements of the latest editions of the A.C.I. Code and the CRSI Manuals.

C. Wire mesh, unless otherwise shown on the drawings or specified, shall be 6" x 6" No. 10 woven or electrically welded wire fabric conforming to the requirements of ASTM Designation A185, latest revision.

D. Space chairs and bolsters in accordance with ACI 315 and 318 using height to furnish cover over reinforcing required. Chairs with plastic feet or stainless steel shall be used in all beams and elevated slabs. Chairs for other concrete adjacent to or on the ground may be pieces of concrete block or concrete brick compressed into subgrade with the rebars bearing directly on the pointed edge of the masonry supports, or chairs set on precast concrete pads compressed into the subgrade.

E. When placed in the forms, reinforcement shall be clean and free of all loose rust, scale, dust, dirt, paint, oil or other foreign material, and shall be accurately and securely positioned both laterally and vertically before placing concrete.

F. The rebars shall be fastened together at every intersection or at intervals not greater than 24 bar diameters by wire ties or by some alternate method acceptable to the Engineer. In areas where large bars are closer together, the wire ties may be spaced not more than 30 bar diameter apart, rather than as specified above.

3.5 FORMS

A. Installation and erection shall be in accordance with ACI 347 and specified hereinafter.

B. Forms shall conform to shape, lines and dimensions of numbers indicated, and shall be sufficiently tight to prevent leakage of mortar. They shall not deflect under dead load weight of construction as a liquid or of construction load. Forms shall be properly braced or tied together so as to maintain position and shape within specified tolerances. Construct forms so that they can be removed steadily without hammering or prying against the concrete. Forms for exposed concrete shall be carefully made and accurately placed to obtain correct shape and line.

C. Forms shall be of wood, metal, or other approved materials. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate. Sectional forms shall produce a uniform surface and shall be assembled in a modular pattern. Pours will not be scheduled until all erection and bracing is complete. Walers, ties and braces shall be required for all forms. Chamfer strips made from nominal dimensional 1" x 1" lumber cut on the diagonal shall be installed at the top of the forms on all exposed edges of walls, slabs, beams and other structures above grade.

D. Drip edge shall be made from wood quarter round and installed where shown. Extruded plastic fillets shall be used where detailed. Circular structures shall be formed with special care, and attention to the appearance of the finished structure. Random location of fillers, non-modular sections, and excessive deviations from true circular segments shall be cause for rejection of the forms.

E. The Contractor shall be fully responsible for the adequacy of form work in its entirety. Forms shall support required loads and shall maintain their dimensional and surface correctness to produce members required drawings.

F. Slots, chases, recesses or other openings as shown on the drawings or as needed for the work of any other trades shall be boxed out.

G. Box out for all temporary openings and build forms to seal them up when and as required.

H. After sealing and immediately before the placing of reinforcing, faces of all forms in contact with the concrete shall receive a thorough coating of the liquid form releasing agent, applied in compliance with the Manufacturer's instructions.

I. Reused forms shall be thoroughly cleaned out of dirt, debris, concrete and foreign matter. Forms shall not be reused if they have developed defects which would affect their tightness and strength or desired surface finish. Used forms shall not be used for architectural concrete.

J. Forms shall be removed in a manner that will prevent injury to concrete. Supporting forms or shoring shall not be removed until the members have acquired sufficient strength to support their weight and any load thereon.

K. Removal shall be in sequence as approved by the Engineer. Unless test cylinders warrant another procedure, the forms shall not be removed from members prior to the time listed in the schedule hereinafter unless otherwise directed.

L. Bonding To Existing Surfaces: Clean existing concrete surfaces that are to have new concrete bonded thereto of all grease, oil, dust, dirt and loose particles and coat with an epoxy bonding agent just prior to placing of the new concrete. Apply the bonding agent as recommended by the manufacturer and allow the agent to become tacky before the new concrete is placed. Do not allow the bonding agent to overlap or be spilled on the surfaces to be exposed after the work is completed.

3.6 FORM REMOVAL

A. Maintain formwork in place for the following structural conditions until the concrete has attained the minimum percentage of indicated design compressive strength or for the period of time specified in the following table.

Note: Time periods in the table include all days except those in which the temperature falls below 40 degrees F.

3.7 CONCRETE FINISHINGS

A. Repair of Surface Defects:

1. General: Repair surface defects, including tie holes immediately after form removal. Dampen the area to be patched and an area at least 6 inches wide surrounding it to prevent absorption of water from the patching mortar. Notify the Engineer prior to commencing operations.

2. Removal of Defective Concrete: Remove all honeycombed and other defective concrete down to sound concrete. Cut edges perpendicular to the surface or slightly under cut. Sand blast surfaces to receive repair.

3. Bonding Grout: Thoroughly dampen surfaces to be patched and apply a coat of bonding grout consisting of one part cement to one part fine sand passing a No. 30 sieve and having the consistency of thick cream.

4. Placing Patching Mortar: After the bonding grout begins to lose its water sheen, apply a premixed patching mortar, thoroughly consolidating it into place and striking it off so as to leave the patch slightly higher than the surrounding surface. Leave mortar undisturbed for one hour to permit initial shrinkage and then finally finish.

5. Tie Holes: After being cleaned and thoroughly dampened, fill the tie holes solid with patching mortar.

B. Floated Finish: After concrete has been placed, consolidated, struck off and leveled, do not work the surface further until water sheen has disappeared and the surface has hardened sufficiently to permit floating. During the first floating, check the planeness of the slab with a 10 foot straightedge applied at no less than two angles. Cut down all high spots and fill all low spots to produce a surface having the required tolerance. Then refloat the slab to a uniform sandy texture.

C. Light Broomed Finish: After floating, power trowel slabs to receive a light broomed finish to produce a smooth surface, relatively free of defects. Before the surface sets, pass a soft broom drag over the surface to produce a surface uniform in texture and appearance.

D. Troweled Finish: After floating, power trowel slabs to receive a troweled finish to produce a smooth surface, relatively free of defects. Hand trowel after the surface has hardened sufficiently. When a ringing sound is produced as the trowel is moved over the surfaces, perform final troweling by hand to produce a surface which is thoroughly consolidated, free from trowel marks, uniform in texture and appearance and plane to a tolerance of 1/8 inch of 10 feet as

determined by a 10 foot straightedge placed anywhere on the slab in any direction.

E. Hardener Finish: Where indicated to receive a troweled hardener finish, water cure slabs without application of curing and sealing agent. When slab is at least 20 days old and thoroughly dry, apply the hardener in accordance with the manufacturer's recommendations. Where dry-shake hardener or slip resistant finish is required, apply the hardener or slip-resistant product prior to complete curing and finishing, in accordance with the requirements and recommendations of the product manufacturer.

F. Saw Cut Joints: Cut joints that are to be saw cut not sooner than 2 hours after the concrete is poured and not later than 8 hours after the pour.

3.7 TESTS

A. Compressive strength tests shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the American Society for Testing Materials Methods C-31 and C-39, latest revision. Four specimen test cylinders shall be taken from each pour of five (5) cubic yards or more. One additional test shall be taken from each thirty (30) cubic yards or fraction thereof in each pour in excess of thirty (30) cubic yards.

B. Test specimens shall be taken from manhole bottom pours of less than five (5) cubic yards as directed by the Engineer. Test specimens shall be taken in the presence of the Engineer. One cylinder from each pour shall be broken at seven (7) days, two at twenty-eight (28) days, and one held in reserve. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.

C. Slump test shall be made in accordance with ASTM C143, latest revision, and shall be made with each load and at time of cylinders.

D. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimen, and shall provide clean, moist sand or burlap for curing. Cylinder shall not be shipped to the testing laboratory until the third day following preparation, and shall be protected from accidental damage at all times.

E. The test cylinders shall be tested in a recognized commercial testing laboratory at the expense of the Contractor.

3.8 EXPANSION JOINTS, CONSTRUCTION JOINTS AND WATER SPOTS

A. Expansion Joins shall be places as indicated on the drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D175, Preformed Joint Filler, non-extruding and resilient (bituminous type), thickness as shown on the drawings. Joint materials for isolation joints, slab-on-grade joints and wall joints not exposed to water and sewage shall conform to ASTM D994, preformed expansion joint filler for concrete (bituminous type), thickness as shown on the drawings.

B. Construction Joins shall be located in accordance with a schedule of pours which shall be prepared and submitted by the Contractor. Vertical construction joints shall be held to the minimum number consistent with good standard practice.

C. Water Stops. Material for water stops shall be 9-inch PVC multi-rib center-bulb type for expansion joints, and 1/4" x 4" and 1/8" x 4" structural steel sheets for construction joints. PVC joint material shall be as manufactured by The Burke Company, or approved equal.

END OF SECTION

SECTION 03300
CONCRETE

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

This Section includes furnishing all plant, labor, equipment and materials for constructing concrete and reinforced concrete slabs and structures as shown on the Drawings and as normally required by standard practice of the trade.

1.2 QUALITY ASSURANCE

Work shall be performed in accordance with the latest editions of the following standards:

ACI 301 - Specifications for Structural Concrete for Buildings
ACI 318 - Building Code Requirements for Reinforced Concrete
ACI 350R- Environmental Engineering Concrete Structures
Building Codes adopted by local authority.

All materials used in concrete construction shall meet the applicable requirements for design, construction, inspection, testing, maintenance and operations as prescribed in ANSI A10.9, Safety Requirements for Concrete Construction and Masonry Work.

Responsibility for Tests and Reports. The CONTRACTOR shall supply all cylinder molds, slump cones, and tools, and shall provide clean, moist sand or burlap for curing.

The test cylinders shall be molded and tested by a recognized commercial testing laboratory selected by the OWNER. The costs for tests will be paid by the OWNER.

1.3 SUBMITTALS

Mix Design. Prior to the commencement of work, the CONTRACTOR shall submit three copies of the concrete mix designs intended for this work.

Results of Cylinder Tests. The testing laboratory shall submit three copies of results of concrete cylinder tests to ENGINEER together with one copy each to OWNER, CONTRACTOR, and Concrete Supplier.

Reinforcement. Submit shop drawings, and indicate bar sizes, lengths, spacings, locations and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices.

Ready Mixed Concrete. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following:

Date and time leaving plant
Type of cement and weight
Quantity of water and time added
Admixtures (if any)
Site arrival time
Site leaving time

1.4 STORAGE

Cement shall be stored in a thoroughly dry, weathertight, and properly ventilated building with adequate provisions for the prevention of the absorption of moisture. Storage shall be such as to permit easy access for inspection and definite identification of each shipment. Cement which has hardened or is, in the opinion of the ENGINEER, otherwise unfit for use shall not be used.

The fine and coarse aggregates shall be stored separately and in such manner as to avoid the inclusion of any foreign material in the concrete. Stockpiles of coarse aggregate shall be built in horizontal layers to avoid segregation.

PART 2 – MATERIALS AND EQUIPMENT

2.1 CEMENT

Cement for use in general concrete construction shall be Portland cement conforming to the requirements of ASTM C150, Type I, IA, II or IIA or Federal Specifications SS-C-192, Type I or II.

Cement for use in all structures where the concrete will be subjected to a hydrogen sulfide environment (i.e., direct contact with soil, groundwater, sewage or effluent) shall be Portland cement conforming to the requirements of ASTM C150, Type II or IIA.

One brand of cement shall be used throughout entire project.

2.2 FINE AGGREGATES

Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand.

The weight of extraneous or deleterious substances shall not exceed the following percentages:

Loss by decantation	3%
Shale	1%
Clay Lumps	1%
Coal and Lignite	1%

The fine aggregate shall be reasonably well graded from coarse to fine and when tested by means of laboratory sieves shall meet the following requirements in percent of total weight:

Total Retained On	Percent
No. 4 Sieve	0 - 5
No. 10 Sieve	3 - 30
No. 30 Sieve	30 - 70
No. 50 Sieve	65 - 95
No. 100 Sieve	95 -100

Deficiencies in the percentages of the fine aggregates passing the No. 50 and No. 100 sieves may be remedied by the addition of pozzolanic or cementitious materials excepting Portland cement.

2.3 COARSE AGGREGATE

Coarse aggregate shall be washed and consist of hard, tough, durable components, free from adherent coatings, salt, alkali, vegetable matter, and shall not contain an excessive number of soft, friable, thin or elongated particles. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of the desired strength, density, and workability.

The total percentage of all deleterious substances shall not exceed 5 percent by weight. The substances designated shall not be present in excess of the following amounts.

Loss by decantation	1%
Clay Lumps or other soluble materials	1/4%
Soft fragments	5%

Where the cover over reinforcing is two inches or more, the maximum size of aggregate shall be 1-1/2 inches. Where the cover over reinforcing is less than two inches, the maximum size of aggregate shall be 3/4-inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars. The grading of the coarse aggregate in the concrete shall be within the following limits:

Total Passing	Percent
Maximum size square mesh screen	97 - 100
1/2 maximum size square mesh screen	40 - 70
No. 4 Sieve	0 - 6

2.04 WATER

The water used in mixing concrete shall be fresh, clean and free from injurious amounts of oil, acid, alkali, or organic matter.

Water from any source other than a municipal water supply shall be shown by test to comply with Florida State Department of Transportation requirements for mixing water.

2.5 ADMIXTURES

The mix design shall contain admixtures as indicated in PART 3 - EXECUTION, and as may be selected by the designer to improve the workability, plasticity or cure rate of the concrete.

High-Range Water Reducer. High-range water reducer (superplasticizer) shall meet the specifications of ASTM C494 Type A, F & G, and shall be Daracem-100 as manufactured by W.R. Grace Company.

Air-Entraining Admixture. Air-Entraining admixtures shall conform to ASTM C 260 and shall be "Darex AEA" as manufactured by W.R. Grace Company.

2.6 REINFORCEMENT

Steel Bar and Wire Fabric Reinforcement. The reinforcing shall be fabricated to the proper shapes and dimensions. Before placing, all reinforcements shall be thoroughly cleaned of rust, scale, mill scale and be free of coatings.

Reinforcing bars shall conform to the requirements of ASTM A615, Grade 60 including hoops and stirrups, and shall be deformed bars unless shown otherwise on drawings.

Reinforcing steel shall be detailed, fabricated and placed according to the methods and standards recommended in the "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of the American Concrete Institute.

Splices in reinforcing mats shall be staggered. Horizontal mats shall be supported on metal chairs with all sills or pads below subgrade. Spacers shall be provided for wall and column steel and shall be removed as the concrete is placed.

Wire fabric, unless otherwise shown or specified, shall be 6 x 6 x W1.4 x W1.4 woven or electrically welded fabric conforming to the requirements of ASTM A185.

2.7 CURING

Burlap. Burlap shall consist either of two layers, weighing 10 to 18 ounces each per ten square feet, or of four layers of 6 to 7 ounces each. Burlap which has been used as a container for sugar shall not be used. Burlap that is being used for the first time shall be thoroughly washed to remove starches used in sizing the material. Burlap shall be in strips of at least three feet and not more than six feet in width, and shall be at least three feet longer than the width of surface to be covered.

Membrane Curing Compound. Membrane curing compound shall conform to the requirements of ASTM C309. The compound shall be of a consistency suitable for spraying at temperatures prevalent at the time of construction operations, and which forms a continuous, uniform film. During hot weather, Type 2 compound shall be used.

Acceptable manufacturers for curing compound and their product designation are:

W.R. Meadows, Inc. "Sealtight CS-309"
Sonneborn/Cantech "Kure-N-Seal"
Standard Dry Wall Products "Thoroglaze Semi-gloss"

Curing compound shall be compatible with applied finishes as indicated in the Finish Schedule and/or shown on the drawings.

Impervious Coatings. Impervious coating materials shall conform to the requirements of Section 925-3, Sheet Materials, of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition.

2.8 EXPANSION AND CONSTRUCTION JOINTS

Expansion Joints. Expansion joints shall be placed as indicated on the Drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D175, Preformed Joint Filler, non-extruding and resilient (bituminous type), thickness as shown on the Drawings. Joint materials or isolation joints, slab-on-grade joints and wall joints not exposed to water and sewage shall conform to ASTM D994, Preformed Expansion Joint Filler for Concrete (bituminous type), thickness as shown on the Drawings.

Construction Joints. Construction joints shall be located as shown. Additional joints to accommodate pour arrangements and schedules desired by the CONTRACTOR may be provided upon specific request.

2.9 ANCHOR BOLTS

Unless noted otherwise, anchor bolts shall be Type 304 stainless steel.

PART 3 – EXECUTION

3.1 PROPORTIONS ANDCONSISTENCY

Mix Design. Prior to placing any concrete, the CONTRACTOR shall submit a mix design, calculated by a recognized testing laboratory using the specified aggregates to produce a workable mix of the desired strength, together with certified copies of 7-day and 28-day tests of cylinders taken from concrete made according to the mix design.

The CONTRACTOR shall pay for the cost of mix design preparation and testing.
The mix shall be designed to secure concrete having the following minimum compressive strength at the age of 7 and 28 days.

Class	7 day	28 day
Structural	3200	5000
Non-Structural	2000	3000

Structural concrete shall be used in all buildings and structures as shown on the Drawings.

Non-structural concrete may be used outside buildings and structures, in miscellaneous slabs and sidewalks.

Proportionings. All materials except water shall be proportioned into the mix by weight. Water may be proportioned either by weight or volume.

Precise control of the proportions and amounts of all materials will be required. Unauthorized changes in proportions or addition of water shall be sufficient cause for rejection of the batch. The proportions of the accepted mix design will not be changed except upon the specific recommendation of the mix designer and approved by the ENGINEER.

Mix design proportions shall meet the following criteria.

Maximum water/cement ratio shall be 0.4.

Mix shall be designed at a slump of 5-inches $^{+}_{-}$1-inch. If high-range water reducer is utilized, slump may be increased to 6-1/2-inches $\pm$ 1-1/2-inches.

For slab on ground applications, reinforcing fibers added at the rate of one and one half lbs. per cubic yard of concrete may be used in lieu of wire fabric.

Use air-entraining admixtures in all concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus-or-minus 1-1/2% within the following limits:

5.5% for maximum 1-1/2-inch aggregate
6.0% for maximum 1-inch and 3/4-inch aggregate
7.0% for maximum 1/2-inch aggregate

Mixing, Transporting and Placing. Mixing, transporting and placing shall be in accordance with ACI 304 except as modified in this section.

Machine mix all concrete. Begin mixing within 30 minutes after the cement has been added to the aggregates. Introduce all mixing water in the drum before one-fourth of the mixing time has elapsed.

All admixtures must be added separately to assure their prescribed performance.

Ready-Mix concrete shall comply with requirements of ANSI/ASTM C 94, except as modified in this section.

Delete references allowing additional water to be added to a batch with insufficient slump. Addition of water to a batch will not be permitted.

During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ANSI/ASTM C 94 may be required.

When air temperature is between 85º ?F and 90º? F, reduce mixing and delivery time from 90 minutes to 75 minutes, and when air temperature is above 90?º F, reduce mixing and delivery time to 60 minutes.

Job-Site mixing of materials for concrete shall be in an appropriate drum type batch machine mixer. For mixers of one cu. yd., or smaller capacity, continue mixing at least 1-1/2 minutes, but not more than 5 minutes, after ingredients are in mixer before any part of batch is released. For mixers of capacity larger than one cu. yd., increase minimum 1-1/2 minutes of mixing time by 15 seconds for each additional cu. yd., or fraction of cu. yd.

Placing. Concrete shall not be placed until forms and reinforcing have been inspected.

Concrete shall be consolidated with the aid of mechanical vibrating equipment supplemented by hand forking or spading; do not use vibrators to transport concrete inside forms. Vibration shall be transmitted directly to the concrete and not through the forms. The duration of vibration at any location in the forms shall be held to the minimum necessary (10-12 seconds, max.) to produce thorough consolidation.

Concrete shall be compacted and worked in an approved manner into all corners and angles of the forms and around reinforcement and embedded fixtures in such a manner as to prevent segregation of the coarse aggregate.

Before depositing new concrete on or against concrete which has set, the existing surfaces shall be cleaned of all laitance, foreign matter and loose particles, and slushed with a neat cement grout. Grout for horizontal construction joints shall be of cement and fine aggregate in the same proportions as in the concrete to be placed, and shall be from 1/2- to 1-inch in thickness.

The concrete shall be placed by suitable equipment as nearly as possible to its final location without any segregation of the aggregate. Free vertical drop shall not exceed three feet.

Fresh concrete shall be protected from rain, flowing water and mechanical injury.

Hot/Cold Weather Concreting. Concrete work during hot and cold weather shall comply with ACI 305 and ACI 306, respectively.

3.2 CONCRETE FINISHES

Concrete slabs shall be finished in accordance with the following specifications. The dusting of wearing surfaces with dry materials will not be permitted. In preparation for finishing, floor slabs shall be struck off true to the required level at or below the elevation or grade of the finished floors, as shown on the drawings. Floors shall be level within a tolerance of 1/8-inch in 10-feet, except where drains occur, in which case the floors shall be pitched to the drains as indicated on the drawings or as directed by the ENGINEER.

Rough Slab Finish. Unexposed slabs under earth shall be finished by tamping the concrete with special tools to force the aggregate away from the surface, then screeding with straight edges and floating to produce a reasonably true and uniform surface.

Wood-Float Finish. Steps, tops of canopies, wet-well slabs, and exterior platforms and ramps shall be finished by tamping with special tools to force aggregate away from the surface, then screeding with straight edges to bring surface to required line as shown on drawings. While the concrete is still green, but hardened sufficiently to bear the concrete finisher's weight, the surface shall be floated with a wood float to a true and uniform plane with no coarse aggregate visible.

Monolithic Finish. Exposed interior concrete floor surfaces shall be finished by tamping the concrete with special tools to force the coarse aggregate away from the surface, then screeding and floating with straight edges to bring the surface to the required finish level shown on the drawings. While the concrete is still green but sufficiently hardened to bear a man's weight without deep imprint, it shall be wood floated to a true, even plane with no coarse aggregate visible. Sufficient pressure shall be used on the wood floats to bring moisture to the surface. The concrete shall then be hand steel troweled to produce a smooth impervious surface free from trowel marks. An additional steel troweling shall be given the surface for the purpose of burnishing. The final troweling shall produce a ringing sound from the trowel.

Power-Machine Finishing. In lieu of hand finishing, the CONTRACTOR may use a power machine approved by the ENGINEER for finishing concrete floors in accordance with thedirections of the machine manufacturer. The preparation of concrete surfaces for finishing by machine shall, in general, shall be as required for hand finishing.

Nonslip Broom Finish. Apply nonslip broom finish to exterior concrete and sidewalks. Immediately after trowel finishing, slightly roughen concrete surface by brooming with a fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with the ENGINEER before application.

3.3 CONCRETE FINISHES, FORMED SURFACES

Rough Finish. Surfaces to receive a stucco or plaster coating and surfaces against which backfill will be placed may remain essentially as poured. Small fins, offsets, holes to 1/2-inch, and minor honeycomb will be acceptable providing that they will increase the bond between the concrete surface and the cement coating and will not be structurally unsound or visible after the coating application. Break-back ties shall be pointed-up to close openings left as ties are snapped off.

Smooth and Rubbed Finish Sample Panels. Prior to providing any of the finishes described below, use a portion of the newly-formed concrete surface to demonstrate the applicable finish or finishes. The area used shall be approximately 4-feet square for each finish and shall indicate the range of texture and workmanship to be expected in the completed work. Obtain acceptance of the ENGINEER for visual qualities of each finish before commencing work. Do not alter or destroy finish panel(s) until work is completed.

Smooth Finish. Such items as exposed concrete beams and columns and surfaces shown or specified to have a smooth finish shall, as the forms are removed, have fins, rough edges and offsets ground smooth. Holes to 3/4-inch, slight honeycomb, and minor defects shall be wetted and filled with a 1:2 mix of cement mortar, matching color of surrounding concrete, and troweled to a uniform plane.

Rubbed Finish. Exposed surfaces, and surfaces to be painted shall be rubbed. As the forms are removed, fins, rough edges, and offsets shall be ground smooth. Holes to 3/4-inch, slight honeycomb, and minor defects shall be wetted and filled with a 1:2 mix of cement mortar, matching color of surrounding concrete, and then troweled to a uniform plane. As soon as they have been troweled, the patched areas shall be sprayed with a curing compound which will not destroy future bonding properties. Three days after application of curing compound, the entire surface shall be finished by wetting and applying a 1:2 cement mortar with a carborundum block. Using the block, mortar shall be rubbed into pits or indentations and excess mortar rubbed off to provide a uniformly textured surface. When the surface has dried, all loose sand and dust shall be removed and the surface then hosed down with water.

3.4 PATCHING

Any concrete which is not formed as shown on the drawings, or is out of alignment or level or shows a defective surface, shall be removed from the job by the CONTRACTOR at his expense,unless the ENGINEER grants permission to patch the defective area. This shall be done in accordance with the procedures above. Honeycomb consisting of 3/4-inch diameter holes or greater shall be considered a defective surface. Permission to patch any such area shall not be considered a waiver of the ENGINEER'S right to require complete removal of the defective work if the patching does not, in his opinion, satisfactorily restore the quality of the concrete and appearance of the surface.

3.5 CURB AND GUTTER

Construct curb or valley gutter from structural grade concrete.

Forms, workmanship, details and spacing of joints, finishing and curing shall conform to the requirements of Section 520 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition.

3.6 INSTALLATION OF EMBEDDED ITEMS

Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, templates, instructions and directions provided by suppliers of items to be attached thereto.

3.7 CURING

Methods and Curing Times. For surfaces on which forms are kept continuously in place, without loosening, for a period of seven days or more, no further curing will be required. All other surfaces shall be cured by continuous moisture application, application of a membrane- curing compound or by use of an impervious coating for a period of at least seven days. This may be accomplished by ponding of water on slabs, by a continuous spray, by covering material wet, by covering the surfaces with an impervious material or by application of a membrane type curing compound. Membrane curing compounds and impervious coverings shall be continuous, flexible and without defects, and shall retain the required moisture in the concrete. Compounds and coverings shall be protected from damage for the required curing period.

3.8 TESTS

Compressive strength tests shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the ASTM C31 and C39. Four specimen test cylinders shall be taken from each concrete placement operation of fifty cubic yards or fraction thereof. One additional set of test cylinders shall be taken from each additional thirty cubic yards or fraction thereof. One cylinder from each casting shall be broken at seven days, two at 28 days, and one shall be held in reserve for a 56 day break if required. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods and under adverse weather or curing conditions.

Slump tests shall be made in accordance with ASTM C143, and shall be made whenever directed by the ENGINEER.

The testing lab will make additional tests of in-place concrete when test results indicate specified concrete strengths and/or other characteristics have not been attained in the structure, as directed by the ENGINEER. Testing lab may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42, or by other means as directed. CONTRACTOR shall pay for such tests as may be required, when unacceptable concrete is verified.

END OF SECTION

SECTION 030130 - MAINTENANCE OF CAST-IN-PLACE CONCRETE

PART 7 - GENERAL

7.1 SUMMARY

A. Section Includes:

1. Bonding agents.
2. Patching mortar.
3. Preplaced concrete materials.
4. Joint filler.
5. Epoxy crack-injection materials.
6. Corrosion-inhibiting materials.
7. Polymer-overlay materials.
8. Polymer-sealer materials.
9. Composite reinforcement materials.

7.2 ALLOWANCES

A. Allowances for maintenance of cast-in-place concrete are specified in Section 012100 "Allowances."

B. Field quality-control testing is part of testing and inspecting allowance.

7.3 UNIT PRICES

A. Work of this Section is affected by unit prices specified in Section 012200 "Unit Prices."

1. Unit prices apply to authorized work covered by [**quantity allowances**] [**estimated quantities**].
2. Unit prices apply to authorized additions to and deletions from the Work as authorized by Change Orders.

B. General: Unit prices include the cost of preparing existing construction to receive the Work indicated[**and costs of field quality control required for units of Work completed**].

7.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at [**Project site**] <**Insert location**>.

1. Review methods and procedures related to concrete work, including, but not limited to, the following:

a. Verify concrete-maintenance specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
b. Concrete restoration specialist.
c. Materials, material application, sequencing, tolerances, and required clearances.
d. Shoring and bracing.
e. Quality-control program.
f. Coordination with building occupants.
g. <**Insert agenda items**>.

7.5 ACTION SUBMITTALS

A. Product Data:

1. For each type of product.

a. Include construction details, material descriptions, chemical composition, physical properties, test data, and mixing, preparation, project application types consisting of horizontal, vertical or overhead locations and application instructions.

B. Shop Drawings:

1. Shoring and Bracing: Provide Drawings or documentation to ensure that structure and temporary supports withstand the anticipated loads during construction and the effect of demolition on the capacity of the structure. Submit design calculations, sealed by an engineer licensed in state of Project, for shoring and bracing where required by the extent of structural repairs or removal of deteriorated concrete and subsequent replacement.

C. Samples: Cured Samples for each exposed product and for each color and texture specified, [**in manufacturer's standard size appropriate for each type of work**] <**Insert requirements or dimensions**>.

D. Samples for Initial Selection: Cured Samples for each exposed product and for each color and texture.

1. Include sets of patching-material Samples in the form of briquettes, at least [**3 inches long by 1-1/2 inches wide**] <**Insert dimensions**> representative of the range of concrete colors on the building. Document each Sample with product, mix, and/or other information necessary to replicate it.
2. Include sets of Samples for epoxy crack-injection adhesive and capping adhesive in the form of injection-treated, whole, dense concrete block or brick units representative of the range of required adhesive colors.
3. Include sets of polymer-overlay Samples in the form of treated cementitious tiles at least [**4 inches long by 4 inches wide**] <**Insert dimensions**> representative of the range of required colors and textures.
4. Include sets of polymer-sealer Samples in the form of treated cementitious tiles at least [**4 inches long by 4 inches wide**] <**Insert dimensions**> representative of the range of required colors and textures.
5. Have each set of Samples contain a close color range of at least [**three**] [**six**] <**Insert number**> Samples of different mixes of materials that match the variations in existing, adjacent concrete when cured and dry.

E. Samples for Verification: Cured Samples for each exposed product and for each color and texture specified.

1. Include Samples of each required type, color, and texture of patching material in the form of patches in drilled holes or sawed joints in sample concrete representative of the range of concrete colors on the building.

2. Include Samples of epoxy crack-injection adhesive in the form of injection-treated, whole, dense concrete block or brick units representative of the range of required adhesive colors.
3. Include Samples of each required type, color, and texture of polymer-overlay material in the form of cementitious tiles at least [**8 inches long by 8 inches wide**] <**Insert dimensions**>.
4. Include Samples of each required type, color, and texture of polymer-sealer material in the form of cementitious tiles at least [**8 inches long by 8 inches wide**] <**Insert dimensions**>.

7.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For [**concrete-maintenance specialist**] [**and**] [**manufacturers**].

B. Material Certificates: For each type of [**portland cement**] [**aggregate**] <**Insert material**> supplied for mixing or adding to products at Project site.

C. Product Test Reports: For each [**manufactured bonding agent**] [**cementitious patching mortar**] [**joint filler**] [**crack-injection adhesive**] [**polymer overlay**] [**polymer sealer**] [**and**] [**composite structural reinforcement**] <**Insert product**>, for tests performed by manufacturer and witnessed by a qualified testing agency.

D. Field quality-control reports.

E. Quality-Control Program: Submit before work begins.

7.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: Each [**manufactured bonding-agent**] [**packaged patching-mortar**] [**joint-filler**] [**crack-injection-adhesive**] [**corrosion-inhibiting-treatment**] [**polymer-overlay**] [**polymer-sealer**] [**and**] [**composite-structural-reinforcement**] <**Insert product**> manufacturer must employ factory-authorized service representatives who are available for consultation and Project-site inspection and on-site assistance.

B. Concrete-Maintenance Specialist Qualifications: Engage an experienced concrete-maintenance firm that employs installers and supervisors who are trained and approved by manufacturer to apply [**packaged patching-mortar**] [**crack-injection adhesive**] [**corrosion-inhibiting treatments**] [**polymer overlays**] [**polymer sealers**] [**and**] [**composite structural reinforcement**] <**Insert product**> when performing the Work of this Section. Firm must have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing or patching new concrete is insufficient experience for concrete-maintenance work.

1. Field Supervision: Concrete-maintenance specialist firm must maintain experienced full-time supervisors on Project site during times that concrete-maintenance work is in progress.

C. Quality-Control Program: Prepare a written plan for concrete maintenance to systematically demonstrate the ability of personnel to properly perform maintenance work, including each phase or process, protection of surrounding materials during operations, and control of debris and runoff during the Work. Describe in detail materials, methods, equipment, and sequence of operations to be used for each phase of the Work.

D. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

7.8 MOCKUPS

A. Build mockups to demonstrate aesthetic effects and to set quality standards for materials and execution.

1. Concrete Removal and Patching Mockup: Remove and repair an [**approximately 50 sq. ft.**] [**approximately 100 sq. in.**] <**Insert dimension**> area of [**deteriorated concrete deck**] [**deteriorated concrete wall**] <**Insert description**>.
2. Floor Joint Repair Mockup: Cut out and reinstall joints in two separate areas [**, each approximately 48 inches long**] [**as indicated on Drawings**] <**Insert dimension**>.
3. Epoxy Crack Injection Mockup: Perform epoxy crack-injection material in two separate areas [**, each approximately 48 inches long**] [**as indicated on Drawings**] <**Insert dimension**>.
4. Polymer-Overlay Mockup: Apply an [**approximately 50 sq. ft.**] <**Insert dimension**> area of polymer overlay.
5. Polymer Sealer Mockup: Apply an [**approximately 50 sq. ft.**] <**Insert dimension**> area of polymer sealer.
6. Composite Structural-Reinforcement Mockup: Apply composite structural reinforcement [**a minimum of 48 inches long**] [**as indicated on Drawings**] <**Insert dimension**>.
7. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
8. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

7.9 DELIVERY, STORAGE, AND HANDLING

A. Comply with manufacturer's written instructions for minimum and maximum temperature requirements and other conditions for storage.

B. Store cementitious materials off the ground, under cover, and in a dry location.

C. Store aggregates covered and in a dry location; maintain grading and other required characteristics and prevent contamination.

7.10 FIELD CONDITIONS

A. Environmental Limitations for Epoxies: Do not apply when air and substrate temperatures are outside limits permitted by manufacturer. During hot weather, cool epoxy components before mixing, store mixed products in shade, and cool unused mixed products to retard setting. Do not apply to wet substrates unless approved by manufacturer.

1. Use only Class A epoxies when substrate temperatures are below or are expected to go below 40 deg F within eight hours.
2. Use only Class A or B epoxies when substrate temperatures are below or are expected to go below 60 deg F within eight hours.
3. Use only Class C epoxies when substrate temperatures are above and are expected to stay above 60 deg F for eight hours.

B. Cold-Weather Requirements for Cementitious Materials:

1. Do not apply unless concrete surface and air temperatures are above 40 deg F and will remain so for at least 48 hours after completion of Work.

2. Comply with the following procedures:

    a. When air temperature is below 40 deg F , heat patching-material ingredients and existing concrete to produce temperatures between 40 and 90 deg F .
    b. When mean daily air temperature is between 25 and 40 deg F , cover completed Work with weather-resistant insulating blankets for 48 hours after repair or provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for 48 hours after repair.
    c. When mean daily air temperature is below 25 deg F , provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for 48 hours after repair.

C. Hot-Weather Requirements for Cementitious Materials: Protect repair work when temperature and humidity conditions produce excessive evaporation of water from patching materials. Provide artificial shade and wind breaks, and use cooled materials as required. Do not apply to substrates with temperatures of 90 deg F and above.

D. Environmental Limitations for High-Molecular-Weight Methacrylate Sealers: Do not apply when concrete surface temperature is below 55 deg F or above [**75 deg F**] [**90 deg F**] <**Insert temperature**>. Apply only to [**dry substrates**] [**substrates that have been dry for at least 72 hours**].

PART 8 - PRODUCTS

8.1 SOURCE LIMITATIONS

A. For repair products, obtain each color, grade, finish, type, and variety of product from single source and from single manufacturer with resources to provide products of consistent quality in appearance and physical properties.

8.2 BONDING AGENTS

A. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Manufactured product that consists of water-insensitive epoxy adhesive, portland cement, and water-based solution of corrosion-inhibiting chemicals that forms a protective film on steel reinforcement.

    1.

B. Epoxy Bonding Agent: ASTM C881/C881M [**Type II**] [**Type V**] bonding system, free of VOCs.

C. Latex Bonding Agent, Redispersible: Type I, ASTM C1059/C1059M[**for use at nonstructural and interior locations unless otherwise indicated**].

D. Latex Bonding Agent, Nonredispersible: Type II, ASTM C1059/C1059M[**for use at structural and exterior locations and where indicated**].

E. Mortar Scrub Coat: Mix consisting of 1 part portland cement and 1 part fine aggregate complying with ASTM C144, except 100 percent passing a No. 16 sieve.

8.3 PATCHING MORTAR

A. Patching Mortar Requirements:

1. Only use patching mortars that are recommended by manufacturer for each applicable horizontal, vertical, or overhead use orientation.
2. Color and Aggregate Texture: Provide patching mortar and aggregates of colors and sizes necessary to produce patching mortar[**where indicated**] that matches existing, adjacent, and exposed concrete. Blend several aggregates if necessary to achieve suitable matches.
3. Coarse Aggregate for Patching Mortar: ASTM C33/C33M, Size No. 8, Class 5S washed aggregate. Add to patching-mortar mix only as permitted by patching-mortar manufacturer.

B. Job-Mixed Patching Mortar <**Insert drawing designation**>: 1 part portland cement and 2-1/2 parts fine aggregate complying with ASTM C144, except 100 percent passing a No. 16 sieve.

C. Cementitious Patching Mortar <**Insert drawing designation**>: Packaged, dry mix for repair of concrete.
1. Compressive Strength: Not less than [**4000 psi**] [**5000 psi**] [**6000 psi**] <**Insert value**> at [**28 days**] <**Insert time**> when tested in accordance with ASTM C109/C109M.

D. Rapid-Strengthening, Cementitious Patching Mortar <**Insert drawing designation**>: [**ASTM C928/C928M**] packaged, dry mix for repair of concrete.
1. Compressive Strength: Not less than [**1000 psi**] [**2000 psi**] [**3000 psi**] [**4000 psi**] <**Insert value**> within [**three**] <**Insert number**> hours when tested in accordance with ASTM C109/C109M.

E. Polymer-Modified, Cementitious Patching Mortar <**Insert drawing designation**>: Packaged, dry mix for repair of concrete and that contains a[**nonredispersible**] latex additive as either a dry powder or a separate liquid that is added during mixing.
1. Compressive Strength: Not less than [**4000 psi**] [**5000 psi**] [**6000 psi**] <**Insert value**> at [**28 days**] <**Insert time**> when tested in accordance with ASTM C109/C109M.

F. Polymer-Modified, Silica-Fume-Enhanced, Cementitious Patching Mortar <**Insert drawing designation**>: Packaged, dry mix for repair of concrete and that contains silica fume complying with ASTM C1240 and a[**nonredispersible**] latex additive as either a dry powder or a separate liquid that is added during mixing.
1. Compressive Strength: Not less than [**4000 psi**] [**5000 psi**] [**6000 psi**] <**Insert value**> at [**28 days**] <**Insert time**> when tested in accordance with ASTM C109/C109M.

8.4 PREPLACED CONCRETE MATERIALS

A. Preplaced Aggregate: Washed aggregate, ASTM C33/C33M, Class 5S, with [**95 to 100 percent passing a 1-1/2-inch sieve, 40 to 80 percent passing a 1-inch sieve, 20 to 45 percent passing a 3/4-inch sieve, zero to 10 percent passing a 1/2-inch sieve, and zero to 2 percent passing a 3/8-inch sieve**] [**100 percent passing a 1-1/2-inch sieve, 95 to 100 percent passing a 1-inch sieve, 40 to 80 percent passing a 3/4-inch sieve, zero to 15 percent passing a 1/2-inch sieve, and zero to 2 percent passing a 3/8-inch sieve**] <**Insert requirement**>.

B. Fine Aggregate for Grout: Fine aggregate in accordance with ASTM C33/C33M, but with 100 percent passing a No. 8 sieve, 95 to 100 percent passing a No. 16 sieve, 55 to 80 percent passing a No. 30 sieve, 30 to 55 percent passing a No. 50 sieve, 10 to 30 percent passing a No. 100 sieve, zero to 10 percent passing a No. 200 sieve, and having a fineness modulus of 1.30 to 2.10.

C. Grout Fluidifier for Grout: ASTM C937.

D. Pozzolans for Grout: ASTM C618.

8.5 JOINT FILLER

A. Epoxy Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Shore A durometer hardness of at least 80 in accordance with ASTM D2240.

B. Polyurea Joint Filler: Two-component, semirigid, 100 percent solids, polyurea resin with a Shore A durometer hardness of at least 80 in accordance with ASTM D2240.

C. Color: [**As indicated by manufacturer's designations**] [**Matching existing joint filler**] [**As selected by Architect from full range of industry colors**] <**Insert requirement**>.

8.6 EPOXY CRACK-INJECTION MATERIALS

A. Epoxy Crack-Injection Adhesive: ASTM C881/C881M, bonding system [**Type I,**] [**Type IV,**] [**Type IV at structural locations and where indicated, Type I at other locations;**] free of VOCs.

1.
2. Capping Adhesive: Product manufactured for use with crack-injection adhesive by same manufacturer.
3. Color: Provide epoxy crack-injection adhesive and capping adhesive [**as indicated by manufacturer's designations**] [**that blend with existing, adjacent concrete and do not stain concrete surface**] [**As selected by Architect from full range of industry colors**] <**Insert requirement**>.

8.7 CORROSION-INHIBITING MATERIALS

A. Corrosion-Inhibiting Treatment: Waterborne solution of alkaline corrosion-inhibiting chemicals for concrete-surface application that penetrates concrete by diffusion and forms a protective film on steel reinforcement.

8.8 POLYMER-OVERLAY MATERIALS

A. Polymer Overlay: Epoxy adhesive complying with ASTM C881/C881M, bonding system Type III, with surface-applied aggregate for skid resistance; free of VOCs.
1. Aggregate: ACI 503.3, oven-dried, washed silica sand.
2. Color and Texture: [**As indicated by manufacturer's designations**] [**Matching existing**] [**As selected by Architect from full range of industry colors**] <**Insert requirement**>.

8.9 POLYMER-SEALER MATERIALS

A. Epoxy Polymer Sealer: Low-viscosity epoxy, penetrating sealer and crack filler recommended by manufacturer for penetrating and sealing cracks in exterior concrete traffic surfaces; [**free of VOCs**] [**VOC content 100 g/L or less**] [**VOC content 400 g/L or less**] <**Insert requirement**>.
1. Color: [**As indicated by manufacturer's designations**] [**As selected by Architect from full range of industry colors**] <**Insert requirement**>.

B. Methacrylate Polymer Sealer: Low-viscosity, high-molecular-weight methacrylate**,** penetrating sealer and crack filler recommended by manufacturer for penetrating and sealing cracks in exterior concrete traffic surfaces; [**free of VOCs**] [**VOC content 100 g/L or less**] [**VOC content 400 g/L or less**] <**Insert requirement**>.
1. Color: [**As indicated by manufacturer's designations**] [**As selected by Architect from full range of industry colors**] <**Insert requirement**>.

8.10 COMPOSITE REINFORCEMENT MATERIALS

A. Composite Structural Reinforcement: Manufacturer's system consisting of [**carbon-fiber**] [**or**] [**glass-fiber**] reinforcement in the form of [**tow sheet with field-applied saturant**] [**or**] [**preimpregnated sheet**] and epoxy primers, fillers, adhesives, saturants, and topcoats, designed for use as externally bonded structural reinforcement for concrete.

8.11 MISCELLANEOUS MATERIALS

A. Curing Materials: For ready-mixed concrete or packaged repair materials.

B. Formwork Materials: Form-facing materials must comply with ACI 301 requirements.

C. Water: Potable.

D. Cleaning Agent: Commercial muriatic acid solution.

8.12 MIXES

A. General: Mix products, in clean containers, in accordance with manufacturer's written instructions.

1. Do not add water, thinners, or additives unless recommended by manufacturer.
2. When practical, use manufacturer's premeasured packages to ensure that materials are mixed in proper proportions. When premeasured packages are not used, measure ingredients using graduated measuring containers; do not estimate quantities or use shovel or trowel as unit of measure.
3. Do not mix more materials than can be used within time limits recommended by manufacturer. Discard materials that have begun to set.

B. Mortar Scrub Coat: Mix dry ingredients with enough water to provide consistency of thick cream.

C. Dry-Pack Mortar: Mix required type(s) of patching-mortar dry ingredients with just enough liquid to form damp cohesive mixture that can be squeezed by hand into a ball but is not plastic.

D. Concrete Materials: Comply with [**Section 033000 "Cast-in-Place Concrete."**] [**Section 033300 "Architectural Concrete."**]

E. Concrete Mixture Materials: Ready mixed.

1. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.
2. Portland Cement: ASTM C150/C150M, Type I, II, or III unless otherwise indicated.
3. Fly Ash: ASTM C618, Class C or F.
4. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
5. Silica Fume: ASTM C1240 amorphous silica.
6. Aggregates: ASTM C330/C330M, nominal maximum aggregate size, gradation and types appropriate for the dimension of the repair area and project application.
7. Air-Entraining Admixture: ASTM C260/C260M.
8. Chemical Admixtures: Certified and as recommended by manufacturer for project applications to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

F. Repair Underlayment:

1. Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch (3 mm) and that can be feathered at edges to match adjacent floor elevations.
2. Compressive Strength: Not less than [**4100 psi**] <**Insert strength**> at 28 days when tested in accordance with ASTM C109/C109M.

G. Repair Overlayment:

1. Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.
2. Compressive Strength: Not less than [**5000 psi**] <**Insert strength**> at 28 days when tested in accordance with ASTM C109/C109M.

H. Grout for Use with Preplaced Aggregate: Proportion in accordance with ASTM C938. Add grout fluidifier to mixing water followed by portland cement, pozzolan, and fine aggregate.

PART 9 - EXECUTION

9.1 CONCRETE-MAINTENANCE SPECIALIST

A. Concrete-Maintenance Specialist Firms: Subject to compliance with requirements, [**have concrete maintenance performed by one of the following**] [**firms that may perform concrete maintenance include, but are not limited to, the following**]:

1. <**Insert, in separate subparagraphs, names of concrete-maintenance specialist firms**>.

9.2 CONCRETE MAINTENANCE

A. Have concrete-maintenance work performed only by qualified concrete-maintenance specialist.

B. Comply with manufacturers' written instructions for surface preparation and product application.

9.3 EXAMINATION

A. Notify Architect seven days in advance of dates when areas of deteriorated or delaminated concrete and deteriorated reinforcing bars will be located.

B. Locate areas of deteriorated or delaminated concrete using hammer or chain-drag sounding and mark boundaries. Mark areas for removal by simplifying and squaring off boundaries. At columns and walls, make boundaries level and plumb unless otherwise indicated.

C. Pachometer Testing: Locate at least three reinforcing bars using a pachometer, and drill test holes to determine depth of cover. Calibrate pachometer using depth of cover measurements, and verify depth of cover in removal areas using pachometer.

D. Perform surveys as the Work progresses to detect hazards resulting from concrete-maintenance work.

9.4 PREPARATION

A. Ensure that supervisory personnel are on-site and on duty when concrete-maintenance work begins and during its progress.

B. Protect persons, motor vehicles, surrounding surfaces of building being repaired, building site, plants, and surrounding buildings from harm resulting from concrete-maintenance work.

1. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
2. Use only proven protection methods appropriate to each area and surface being protected.
3. Provide temporary barricades, barriers, and directional signage to exclude public from areas where concrete-maintenance work is being performed.
4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of concrete-maintenance work.
5. Contain dust and debris generated by concrete-maintenance work and prevent it from reaching the public or adjacent surfaces.
6. Use water-mist sprinkling and other wet methods to control dust only with adequate, approved procedures and equipment that ensure that such water will not create a hazard or adversely affect other building areas or materials.
7. Protect floors and other surfaces along haul routes from damage, wear, and staining.
8. Provide supplemental sound-control treatment to isolate removal and dismantling work from other areas of the building.
9. Protect adjacent surfaces and equipment by covering them with heavy polyethylene film and waterproof masking tape[**or a liquid-strippable masking agent**]. If practical, remove items, store, and reinstall after potentially damaging operations are complete.
10. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
11. Dispose of debris and runoff from operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

C. Existing Drains: Prior to the start of concrete-maintenance work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin concrete-maintenance work in an area until the drainage system is in working order.

1. Prevent solids, such as aggregate or mortar residue, from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from concrete-maintenance work.
2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

D. Preparation for Concrete Removal: Examine construction to be repaired to determine best methods to safely and effectively perform concrete-maintenance work. Examine adjacent work to determine what protective measures will be necessary. Make explorations, probes, and inquiries as necessary to determine condition of construction to be removed in the course of repair.

1. Verify that affected utilities have been disconnected and capped.
2. Inventory and record the condition of items to be removed for reinstallation or salvage.
3. Provide and maintain shoring, bracing, and temporary structural supports as required to preserve stability and prevent unexpected or uncontrolled movement, settlement, or collapse of construction being demolished and construction and finishes to remain. Strengthen or add new supports when required during progress of removal work.

E. Reinforcing-Bar Preparation: Remove loose and flaking rust from exposed reinforcing bars by [**high-pressure water cleaning**] [**abrasive blast cleaning**] [**needle scaling**] [**or**] [**wire brushing**] until only tightly adhered light rust remains.

1. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in two or more adjacent bars, cut bars and remove and replace as indicated on Drawings.

2. Remove additional concrete as necessary to provide at least 3/4-inch clearance at existing and replacement bars.
3. Splice replacement bars to existing bars in accordance with ACI 318 by lapping, welding, or using mechanical couplings.

F. Preparation of Floor Joints for Repair: Saw-cut joints full width to edges and depth of spalls, but not less than [**3/4 inch**] [**1 inch**] [**2 inches**] <**Insert dimension**> deep. Clean out debris and loose concrete; vacuum or blow clear with compressed air.

G. Surface Preparation for Corrosion-Inhibiting Treatment: Clean concrete to remove dirt, oils, films, and other materials detrimental to treatment application.

1. Use [**low-pressure water cleaning**] [**detergent scrubbing**] [**or**] [**sand blasting**] <**Insert requirement**>.
2. Allow surface to dry before applying corrosion-inhibiting treatment.

H. Surface Preparation for Overlays:

1. Remove delaminated material and deteriorated concrete surface material.
2. Roughen surface of concrete to produce a surface profile matching CSP [**3**] [**4**] [**5**] [**6**] [**7**] [**8**] [**9**] in accordance with ICRI 310.2.
3. Use [**sand blasting**] [**shot blasting**] [**scarifying**] [**needle scaling**] [**high-pressure water jetting**] [**scabbling**] [**flame blasting**] [**or**] [**milling**] <**Insert requirement**>.
4. Sweep and vacuum roughened surface to remove debris[**followed by low-pressure water cleaning**].

I. Acidic Surface Preparation for Sealers: Acid etch surface of concrete to produce a surface profile matching CSP 1 in accordance with ICRI 310.2.[**Prepare surface for acid etching by detergent scrubbing to remove oils and films that may prevent acid penetration.**]

1. Remove excess acid solution, reaction products, and debris by squeegeeing or vacuuming.
2. Scrub surface with an alkaline detergent, rinse, and squeegee or vacuum.
3. Check acidity of surface with pH test paper and continue rinsing until pH is acceptable in accordance with sealer manufacturer's written instructions.
4. When pH is acceptable in accordance with sealer manufacturer's written instructions and surface is clean, vacuum dry.

J. Nonacidic Surface Preparation for Sealers: Clean concrete to remove dirt, oils, films, and other materials detrimental to sealer application.

1. Use [**shot blasting**] [**low-pressure water cleaning**] [**or**] [**detergent scrubbing**] <**Insert requirement**>.

K. Surface Preparation for Composite Structural Reinforcement: Clean concrete where reinforcement and epoxy patching mortar is to be placed by [**low-pressure water cleaning**] [**or**] [**detergent scrubbing**] <**Insert requirement**> to remove dirt, oils, films, and other materials detrimental to epoxy patching mortar.

1. Roughen surface of concrete by sand blasting.
2. Remove delaminated material and deteriorated concrete surface material.
3. Sweep and vacuum roughened surface to remove debris[**followed by low-pressure water cleaning**].

9.5 REMOVAL OF CONCRETE

A. Do not overload structural elements with debris.

B. Saw-cut perimeter of areas indicated for removal to a depth of at least [**1/2 inch**] <**Insert dimension**>. Make cuts perpendicular to concrete surfaces and no deeper than cover on reinforcement.

C. Remove deteriorated and delaminated concrete by breaking up and dislodging from reinforcement.

D. Remove additional concrete if necessary to provide a depth of removal of at least [**1/2 inch**] <**Insert dimension**> over entire removal area.

E. Where half or more of the perimeter of reinforcing bar is exposed, bond between reinforcing bar and surrounding concrete is broken, or reinforcing bar is corroded, remove concrete from entire perimeter of bar and to provide at least 3/4-inch clearance around bar.

F. Test areas where concrete has been removed by tapping with hammer, and remove additional concrete until unsound and disbonded concrete is completely removed.

G. Provide surfaces with a fractured profile of at least 1/8 inch that are approximately perpendicular or parallel to original concrete surfaces. At columns and walls, make top and bottom surfaces level unless otherwise directed.

H. Thoroughly clean removal areas of loose concrete, dust, and debris.

9.6 APPLICATION OF BONDING AGENTS

A. Epoxy-Modified, Cementitious Bonding and Anticorrosion System: Apply to reinforcing bars [**and concrete**]by stiff brush or hopper spray in accordance with manufacturer's written instructions. Apply to reinforcing bars in two coats, allowing first coat to dry two to three hours before applying second coat. Allow to dry before placing patching mortar or concrete.

B. Epoxy Bonding System: Apply to reinforcing bars[**and concrete**] by brush, roller, or spray in accordance with manufacturer's written instructions, leaving no pinholes or other uncoated areas.[**Apply to reinforcing bars in at least two coats, allowing first coat to dry before applying second coat.**] Place patching mortar or concrete while epoxy is still tacky. If epoxy dries, recoat before placing patching mortar or concrete.

C. Latex Bonding Agent, Type I: Apply to concrete by brush roller or spray. Allow to dry before placing patching mortar or concrete.

D. Latex Bonding Agent, Type II: Mix with portland cement and scrub into concrete surface in accordance with manufacturer's written instructions. Place patching mortar or concrete while bonding agent is still wet. If bonding agent dries, recoat before placing patching mortar or concrete.

E. Mortar Scrub Coat for Job-Mixed Patching Mortar and Concrete: Dampen repair area and surrounding concrete 6 inches (150 mm) beyond repair area. Remove standing water and apply scrub coat with a brush, scrubbing it into surface and thoroughly coating repair area. If scrub coat dries, recoat before placing patching mortar or concrete.

F. Slurry Coat for Cementitious Patching Mortar: Wet substrate thoroughly and then remove standing water. Scrub a slurry of neat patching mortar[**mixed with latex bonding agent**] into substrate, filling pores and voids.

9.7 INSTALLATION OF PATCHING MORTAR

A. Place patching mortar as specified in this article unless otherwise recommended in writing by manufacturer[**or where dry-pack mortar is indicated**].

1. Provide forms where necessary to confine patch to required shape.
2. Wet substrate and forms thoroughly and then remove standing water.

B. Pretreatment: Apply specified [**bonding agent**] [**mortar scrub coat**] [**slurry coat**] [**bonding agent and slurry coat**] <**Insert requirement**>.

C. General Placement: Place patching mortar by troweling toward edges of patch to force intimate contact with edge surfaces. For large patches, fill edges first and then work toward center, always troweling toward edges of patch. At fully exposed reinforcing bars, force patching mortar to fill space behind bars by compacting with trowel from sides of bars.

D. Vertical Patching: Place material in lifts of not more than [**1 inch**] [**1-1/2 inches**] [**2 inches**] [**3 inches**] or less than [**1/8 inch**] [**1/4 inch**]. Do not feather edge.

E. Overhead Patching: Place material in lifts of not more than [**1 inch**] [**1-1/2 inches**] [**2 inches**] or less than [**1/8 inch**] [**1/4 inch**]. Do not feather edge.

F. Consolidation: After each lift is placed, consolidate material and screed surface.

G. Multiple Lifts: Where multiple lifts are used, score surface of lifts to provide a rough surface for placing subsequent lifts. Allow each lift to reach final set before placing subsequent lifts.

H. Finishing: Allow surfaces of lifts that are to remain exposed to become firm and then finish to a [**smooth surface with a wood or sponge float**] [**rough surface with a broom or burlap drag**] [**surface matching adjacent concrete**] <**Insert requirement**>.

I. Curing: Wet-cure cementitious patching materials, including polymer-modified cementitious patching materials, for not less than seven days by water-fog spray or water-saturated absorptive cover.

9.8 INSTALLATION OF DRY-PACK MORTAR

A. Use dry-pack mortar for deep cavities[**and where indicated**]. Place as specified in this article unless otherwise recommended in writing by manufacturer.

1. Provide forms where necessary to confine patch to required shape.
2. Wet substrate and forms thoroughly and then remove standing water.

B. Pretreatment: Apply specified [**bonding agent**] [**mortar scrub coat**] [**slurry coat**] [**bonding agent and slurry coat**] <**Insert requirement**>.

C. Place dry-pack mortar into cavity by hand, and compact tightly into place. Do not place more material at a time than can be properly compacted. Continue placing and compacting until patch is approximately level with surrounding surface.

D. After cavity is filled and patch is compacted, trowel surface to match profile and finish of surrounding concrete. A thin coat of patching mortar may be troweled into the surface of patch to help obtain required finish.

E. Wet-cure patch for not less than seven days by water-fog spray or water-saturated absorptive cover.

9.9 CONCRETE PLACEMENT

A. Place concrete in accordance with [**Section 033000 "Cast-in-Place Concrete"**] [**Section 033300 "Architectural Concrete"**] and as specified in this article.

B. Epoxy-Modified Pretreatment: Apply [**epoxy-modified, cementitious bonding and anticorrosion agent**] [**epoxy bonding agent**] <**Insert requirement**> to reinforcement[**and concrete substrate**].

C. Latex Pretreatment: Apply [**latex bonding agent**] [**Type I latex bonding agent**] [**mortar scrub coat**] <**Insert requirement**> to concrete substrate.

D. Standard Placement: Place concrete by form-and-pump method unless otherwise indicated.

1. Use vibrators to consolidate concrete as it is placed.
2. At unformed surfaces, screed concrete to produce a surface that when finished with patching mortar will match required profile and surrounding concrete.

E. Form-and-Pump Placement: Place concrete by form-and-pump method where indicated.

1. Design and construct forms to resist pumping pressure in addition to weight of wet concrete. Seal joints and seams in forms and where forms abut existing concrete.
2. Pump concrete into place from bottom to top, releasing air from forms as concrete is introduced. When formed space is full, close air vents and pressurize to 14 psi .

F. Wet-cure concrete for not less than seven days by leaving forms in place or keeping surfaces continuously wet by water-fog spray or water-saturated absorptive cover.

G. Fill placement cavities with dry-pack mortar and repair voids with patching mortar. Finish to match surrounding concrete.

9.10 GROUTING PREPLACED AGGREGATE CONCRETE

A. Use grouted preplaced aggregate concrete [**where indicated**] [**for column and wall repairs**] <**Insert requirement**>. Place as specified in this article.

B. Design and construct forms to resist pumping pressure in addition to weight of wet grout. Seal joints and seams in forms and where forms abut existing concrete.

C. Apply [**epoxy-modified cementitious bonding and anticorrosion agent**] [**epoxy bonding agent**] to reinforcement[**and concrete substrate**].

D. Place aggregate in forms, consolidating aggregate in lifts as it is placed. Pack aggregate into upper areas of forms to achieve intimate contact with concrete surfaces.

E. Fill forms with water to thoroughly dampen aggregate and substrates. Drain water from forms before placing grout.

F. Pump grout into place at bottom of preplaced aggregate, forcing grout upward. Release air from forms at top as grout is introduced. When formed space is full and grout flows from air vents, close vents and pressurize to 14 psi .

G. Wet-cure concrete for not less than seven days by leaving forms in place or keeping surfaces continuously wet by water-fog spray or water-saturated absorptive cover.

H. Repair voids with patching mortar and finish to match surrounding concrete.

9.11 FLOOR-JOINT REPAIR

A. Cut out deteriorated concrete [**and reconstruct sides of joint with patching mortar**] <**Insert requirement**> as indicated on Drawings. Install joint filler in nonmoving floor joints where indicated and as specified in this article.

B. Depth: Install joint filler to a depth of at least [**3/4 inch**] [**1 inch**] [**2 inches**] <**Insert dimension**>. Use fine silica sand no more than 1/4 inch deep to close base of joint. Do not use sealant backer rods or compressible fillers below joint filler.

C. Top Surface: Install joint filler so that when cured, it is flush at top surface of adjacent concrete. If necessary, overfill joint and remove excess when filler has cured.

9.12 APPLICATION OF EPOXY CRACK-INJECTION MATERIALS

A. Clean cracks with oil-free compressed air or low-pressure water to remove loose particles.

B. Clean areas to receive capping adhesive of oil, dirt, and other substances that would interfere with bond.

C. Place injection ports as recommended by epoxy manufacturer, spacing no farther apart than thickness of member being injected. Seal injection ports in place with capping adhesive.

D. Seal cracks at exposed surfaces with a ribbon of capping adhesive at least 1/4 inch (6 mm) thick by 1 inch (25 mm) wider than crack.

E. Inject cracks wider than 0.003 inch to a depth of 8 inches .

F. Inject epoxy adhesive, beginning at widest part of crack and working toward narrower parts. Inject adhesive into ports to refusal, capping adjacent ports when they extrude epoxy. Cap injected ports and inject through adjacent ports until crack is filled.

G. After epoxy adhesive has set, remove injection ports and grind surfaces smooth.

9.13 APPLICATION OF CORROSION-INHIBITING MATERIALS

A. Apply corrosion-inhibiting treatment to [**surfaces indicated on Drawings, from wall to wall or curb to curb and from joint to joint in the perpendicular direction**] <**Insert locations and extent where treatment is to be applied**>.

B. Apply by brush, roller, or airless spray in two coats at manufacturer's recommended application rate. Remove film of excess treatment by high-pressure washing before patching treated concrete[**or applying a sealer or overlay**].

9.14 APPLICATION OF POLYMER-OVERLAY MATERIALS

A. Apply polymer overlay in accordance with ACI 503.3.

B. Apply to traffic-bearing surfaces, including parking areas and walks.

9.15 APPLICATION OF POLYMER-SEALER MATERIALS

A. Apply polymer sealer by brush, roller, or airless spray at manufacturer's recommended application rate.

B. Apply to traffic-bearing surfaces, including parking areas and walks.

9.16 INSTALLATION OF COMPOSITE REINFORCEMENT MATERIALS

A. Fiber Tow Sheet and Saturant: Unless otherwise recommended by manufacturer, install as follows:

1. Apply epoxy primer using brush or short nap roller to prepared concrete surfaces in areas where composite structural reinforcement will be applied.
2. After primer has set, patch surface defects with epoxy filler and allow to set before beginning reinforcement application.
3. Apply epoxy saturant to [**fiber tow sheet**] [**or**] [**primed and patched surface**] using roller. Apply fiber tow sheet to primed and patched surface while saturant is still wet, using pressure roller to remove air pockets. Remove paper backing from fiber tow sheet and apply additional epoxy to fully saturate tow sheet.
4. Apply additional layers using same procedure, fully saturating each layer with epoxy.
5. After saturant has cured, apply protective topcoat by [**brush**] [**roller**] [**or**] [**spray**].

B. Preimpregnated Fiber Sheet: Unless otherwise recommended by manufacturer, install as follows:

1. Patch surface defects with epoxy mortar and allow to set before beginning reinforcement application.
2. Apply epoxy adhesive to a thickness of 1/16 inch to prepared concrete surfaces.
3. Clean fiber sheet with acetone or other suitable solvent and apply epoxy adhesive to a thickness of 1/16 inch .
4. Apply adhesive-coated fiber sheet to adhesive-coated concrete and roll with a hard rubber roller until fiber sheet is fully embedded in adhesive, air pockets are removed, and adhesive is forced out from beneath fiber sheet at edges.
5. Apply additional layers using same procedure.

9.17 FIELD QUALITY CONTROL

A. Testing Agency: [**Owner will engage**] [**Engage**] a qualified testing agency to perform tests and inspections.

B. Tests and Inspections:

1. Packaged, Cementitious Patching-Mortar Application: <**Insert number**> randomly selected sets of samples for each type of mortar required, tested in accordance with ASTM C928/C928M.
2. Job-Mixed Patching-Mortar Application: <**Insert number**> randomly selected sets of samples for each type of mortar required, tested for compressive strength in accordance with ASTM C109/C109M.
3. Concrete: As specified in [**Section 033000 "Cast-in-Place Concrete."**] [**Section 033300 "Architectural Concrete."**]
4. Grout for Preplaced Aggregate: Tested for compressive strength in accordance with ASTM C942/C942M.

a. Testing Frequency: One sample for each 25 cu. yd. of grout or fraction thereof, but not less than one sample for each day's work.

5. Joint Filler: Core-drilled samples to verify proper installation.

a. Testing Frequency: One sample for each 100 ft. of joint filled.
b. Where samples are taken, refill holes with joint filler.

6. Epoxy Crack-Injection Materials: Core-drilled samples to verify proper installation.

a. Testing Frequency: [**Three samples from mockup and**]one sample for each 100 ft. of crack injected.
b. Where samples are taken, refill holes with epoxy mortar.

7. Product will be considered defective if it does not pass tests and inspections.

C. Manufacturers Field Service: Engage manufacturers' factory-authorized service representatives for consultation and Project-site inspection and to provide on-site assistance when requested by Architect.

1. Have manufacturers' factory-authorized service representatives perform the following number of Project-site inspections to observe progress and quality of the Work, distributed over the period of product installation, regardless of on-site assistance requested by Architect:

a. Bonding-Agent and Packaged Patching-Mortar Installation: [**Three**] <**Insert number**> inspections.
b. Joint-Filler Installation: [**Two**] <**Insert number**> inspections.
c. Crack-Injection-Adhesive Preparation and Installation: [**Four**] <**Insert number**> inspections.
d. Corrosion-Inhibiting Treatment Installation: [**Two**] <**Insert number**> inspections.
e. Polymer-Overlay Installation: [**Two**] <**Insert number**> inspections.
f. Polymer Sealer: [**Two**] <**Insert number**> inspections.
g. Composite-Structural Reinforcement: [**Three**] <**Insert number**> inspections.

D. Prepare test and inspection reports.

9.18 CONCRETE MAINTENANCE SCHEDULE

A. Garage Level 1 Entrance Ramp: Perform the following as indicated on Drawings:

1. Removal of deteriorated concrete and subsequent replacement and patching.
2. Floor-joint repair.
3. Epoxy crack-injection materials.
4. Corrosion-inhibiting materials.
5. Polymer-overlay materials.
6. Polymer-sealer materials.
7. Composite reinforcement on underside of slab.

B. Elevated Warehouse Floors: Perform the following as indicated on Drawings:

1. Removal of deteriorated concrete and subsequent replacement and patching.

2. Floor-joint repair.
3. Epoxy crack-injection materials.
4. Corrosion-inhibiting materials.
5. Polymer-overlay materials.
6. Polymer-sealer materials.
7. Composite reinforcement on underside of slab.

C. Concrete Walls and Floor in Salt Dome: Perform the following as indicated on Drawings:

1. Removal of deteriorated concrete and subsequent replacement and patching.
2. Floor-joint repair.
3. Epoxy crack-injection materials.
4. Corrosion-inhibiting materials.
5. Polymer-overlay materials.
6. Polymer-sealer materials.
7. Composite reinforcement of columns.

END OF SECTION 030130

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 10 - GENERAL

10.1 SUMMARY

A. Section Includes:

1. Concrete standards.
2. Concrete materials.
3. Admixtures.
4. Fiber reinforcement.
5. Vapor retarders.
6. Floor and slab treatments.
7. Liquid floor treatments.
8. Curing materials.
9. Accessories.
10. Repair materials.
11. Concrete mixture materials.
12. Concrete mixture class types.
13. Concrete mixing.

B. Related Requirements:

1. Section 031000 "Concrete Forming and Accessories" for form-facing materials, form liners, insulating concrete forms, and waterstops.
2. Section 032000 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.
3. Section 033300 "Architectural Concrete" for general building applications of specially finished formed concrete.
4. Section 033543 "Polished Concrete Finishing" for concrete floors scheduled to receive a polished concrete finish.
5. Section 035300 "Concrete Topping" for concrete floor toppings.
6. Section 312000 "Earth Moving" for drainage fill under slabs-on-ground.
7. Section 321313 "Concrete Paving" for concrete pavement and walks.
8. Section 321316 "Decorative Concrete Paving" for decorative concrete pavement and walks.

10.2 DEFINITIONS

A. Cementitious Materials: Portland cement or blended hydraulic cement alone or in combination with one or more of the following:

1. Fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. Water/Cementitious Materials (w/cm) Ratio: The ratio by weight of mixing water to cementitious materials.

10.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at [**Project site**] <**Insert location**>.

1. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:

    a. Contractor's superintendent.
    b. Independent testing agency responsible for inspections and acceptance testing of concrete at Project site.
    c. Ready-mix concrete manufacturer.
    d. Concrete Subcontractor.
    e. Special concrete finish Subcontractor.

2. Review the following:

    a. Special inspection and testing and inspecting agency procedures for field quality control.
    b. Construction joints, control joints, isolation joints, and joint-filler strips.
    c. Semirigid joint fillers.
    d. Vapor-retarder installation.
    e. Anchor rod and anchorage device installation tolerances.
    f. Cold- and hot-weather concreting procedures.
    g. Concrete finishes and finishing.
    h. Curing procedures.
    i. Forms and form-removal limitations.
    j. Shoring and reshoring procedures.
    k. Methods for achieving specified floor and slab flatness and levelness.
    l. Floor and slab flatness and levelness measurements.
    m. Concrete repair procedures.
    n. Concrete protection.
    o. Initial curing of standard-cured and field curing of field-cured test cylinders (ASTM C31/C31M.)
    p. Protection of field cured field test cylinders.
    q. Distribution of test reports.

10.4 ACTION SUBMITTALS

A. Product Data:

1. Portland cement.
2. Blended hydraulic cement.
3. Performance-based hydraulic cement.
4. Fly ash.
5. Slag cement.
6. Silica fume.
7. Natural or other pozzolans.
8. Aggregates.
9. Ground calcium carbonate and aggregate mineral fillers.
10. Admixtures:

a. Include limitations of use. Admixtures that do not comply with reference ASTM International requirements must be submitted with test data for approval.

11. Color pigments.
12. Fiber reinforcement.
13. Vapor retarders.
14. Floor and slab treatments.
15. Liquid floor treatments.
16. Curing materials.

a. Include documentation from color pigment manufacturer, indicating that proposed methods of curing are recommended by color pigment manufacturer.

17. Joint fillers.
18. Repair materials.

B. Sustainable Design Submittals:

1. <Double click to insert sustainable design text for recycled content.>
2. <Double click to insert sustainable design text for regional materials.>
3. <Double click to insert sustainable design text for liquid floor treatments and curing and sealing compounds.>
4. <Double click to insert sustainable design text for advanced inventory and assessment>

C. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Compressive strength at 28 days or other age as specified.
3. Compressive strength required at stages of construction.
4. Durability exposure classes for Exposure Categories F, S, W, and C.
5. Maximum w/cm ratio.
6. Calculated equilibrium and fresh density for lightweight concrete.
7. Slump or slump flow limit.
8. Air content.
9. Nominal maximum aggregate size.
10. Steel-fiber reinforcement content.
11. Synthetic microfiber content.
12. Synthetic macrofiber content.
13. Intended placement method.
14. Submit adjustments to design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant changes.

D. Shop Drawings:

1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

a. Location of construction joints is subject to approval of the Architect.

E. Samples: For [**manufacturer's standard colors for color pigment**] [**vapor retarder**] <**Insert products**>.

F. Concrete Schedule: For each location of each class of concrete indicated in "Concrete Mixture Class Types" Article, including the following:

1. Concrete class designation.

2. Location within Project.
3. Exposure class designation.
4. Formed surface finish designation and final finish.
5. Final finish for floors.
6. Floor treatment, if any.

10.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:

1. Installer: Include copies of applicable ACI certificates.
2. Testing Agency: Include documentation indicating compliance with ASTM E329 or ASTM C1077 and copies of applicable ACI certificates for testing technicians or ACI Concrete Construction Special Inspector - MH, ASCC.

B. Material Certificates: For each of the following:

1. Cementitious materials.
2. Admixtures.
3. Fiber reinforcement.
4. Curing compounds.
5. Floor and slab treatments.
6. Bonding agents.
7. Adhesives.
8. Vapor retarders.
9. Semirigid joint filler.
10. Joint-filler strips.
11. Repair materials.

C. Material Test Reports: For the following:

1. Portland cement.
2. Blended hydraulic cement.
3. Performance-based hydraulic cement.
4. Fly ash.
5. Slag cement.
6. Silica fume.
7. Natural or other pozzolans.
8. Aggregates.
9. Ground calcium carbonate and aggregate mineral filler.
10. Admixtures.

D. Floor surface flatness and levelness measurements report, indicating compliance with specified tolerances in accordance with ACI 117 and in compliance with ASTM E1155.

E. Research Reports:

1. For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.
2. For sheet vapor retarder/termite barrier, showing compliance with ICC's Acceptance Criteria AC380.

F. Preconstruction Test Reports: For each mix design.

G. Field quality-control reports.

H. Minutes of preinstallation conference.

10.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified Installer who employs Project personnel qualified as an ACI-certified Concrete Flatwork Associate and Concrete Flatwork Finisher and a supervisor who is a certified ACI Advanced Concrete Flatwork Finisher/Technician or an ACI Concrete Flatwork Finisher with experience installing and finishing concrete.

1. Post-Installed Concrete Anchors Installers: ACI-certified Adhesive Anchor Installer.

B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

1. Manufacturer's production facilities and delivery vehicles certified in accordance with NRMCA's certification requirements or equivalent approval by a State DOT.

C. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing that performs duties on behalf of the Architect/Engineer.

1. Personnel performing laboratory tests to be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Level 1. Testing agency laboratory supervisor tests to be an ACI-certified Concrete Laboratory Testing Technician, Level 2.

D. Field Quality-Control Testing Agency Qualifications: An independent agency,[**acceptable to authorities having jurisdiction,**] qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

1. Personnel conducting field tests on plastic concrete properties are to be qualified as an ACI Concrete Field Testing Technician, Grade 1, in accordance with policies from ACI CPP 610.1 or an equivalent certification program.

E. Mockups: Cast concrete [**slab-on-ground**] [**and**] [**formed-surface**] panels to demonstrate typical joints, surface finish, texture, tolerances, floor treatments, and standard of workmanship. Provide up to two batches of concrete to demonstrate the number of required mockups.

1. Slab-on-Ground: Build panel in the location indicated or, if not indicated, as directed by Architect.

a. Divide panel into four equal panels to demonstrate saw joint cutting.

2. Formed Surfaces: Build panel in the location indicated or, if not indicated, as directed by Architect.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

10.7 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.

1. Include the following information in each test report:

    a. Admixture dosage rates.
    b. Slump.
    c. Air content.
    d. Seven-day compressive strength.
    e. 28-day compressive strength.
    f. Evaluation of permeability-reducing admixtures.

10.8 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301 .

10.9 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 as follows:

1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
2. When air temperature has fallen to, or is expected to fall below 40 deg F during the protection period, maintain delivered concrete mixture temperature within the temperature range required by ACI 301 .
3. Do not use frozen materials or materials containing ice or snow.
4. Do not place concrete in contact with surfaces less than 35 deg F , other than reinforcing steel.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:

1. Maintain concrete temperature at time of discharge to not exceed [**95 deg F**] [**other permitted limit**].
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

10.10 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to furnish replacement sheet vapor retarder/termite barrier material and accessories for sheet vapor retarder/ termite barrier and accessories that do not comply with requirements or that fail to resist penetration by termites within specified warranty period.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 11 - PRODUCTS

11.1 CONCRETE STANDARDS

A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

11.2 CONCRETE MATERIALS

A. <Double click to insert sustainable design text for regional materials (concrete).>

B. Source Limitations:

1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
2. Obtain each type of admixture from single source from single manufacturer.

C. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, [**Type I**] [**Type II**] [**Type III**] [**Type V**], [**gray**] [**white**].
2. Blended Hydraulic Cement: ASTM C595/C595M, [**Type IS, portland blast-furnace slag**] [**Type IP, Portland-pozzolan**] [**Type IL, portland-limestone**] [**Type IT, ternary blended**] cement.
3. Performance-Based Hydraulic Cement: ASTM C1157/C1157M: [**Type GU, general use**] [**Type HE, high early strength**] [**Type MS, moderate sulfate resistance**] [**Type HS, high sulfate resistance**] [**Type MH, moderate heat of hydration**] [**Type LH, low heat of hydration**].
4. Pozzolans: ASTM C618, Class C, F, or N.
5. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
6. Ground Glass Pozzolan: ASTM C1866/C1866M, Type GS or GE.
7. Silica Fume: ASTM C1240.

D. Normal-Weight Aggregates:

1. Coarse Aggregate: ASTM C33/C33M, [**Class 3S**] [**Class 3M**] [**Class 1N**] <**Insert class**>
2. Maximum Coarse-Aggregate Size: [] [ ] [**3/4 inch**] <**Insert dimension**> nominal.
3. Fine Aggregate: ASTM C33/C33M.
4. Recycled Aggregate: Provide documentation of characteristics of recycled aggregate and mechanical properties and durability of proposed concrete, which incorporates recycled aggregate to conform to appliable requirements for the class of concrete.
5. Alkali-Silica Reaction: Comply with one of the following for each aggregate used:

    a. Expansion Result of Aggregate: Not more than 0.04 percent at one year when tested in accordance with ASTM C1293.
    b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10 percent at an age of 16 days when tested in accordance with ASTM C1567. Do not use this option with fly ash with an alkali content greater than 4.0 percent. Submit supporting data for each aggregate showing expansion in excess of 0.10 percent when tested in accordance with ASTM C1260.
    c. Alkali Content in Concrete: Not to exceed 4 lb./cu. yd. for aggregate with expansion greater than or equal to 0.04 percent and less than 0.12 percent or 3 lb./cu. yd. for aggregate with expansion greater than or equal to 0.12 percent and less than 0.24 percent. Test aggregate reactivity in accordance with ASTM C1293. Calculate alkali content of concrete in accordance with ACI 301 . Do not use this option with natural pozzolan or fly ash that has a calcium oxide content greater than 18 percent or an alkali content greater than 4.0 percent; or for an aggregate with expansion at one year greater than or equal to 0.24 percent when tested in accordance with ASTM C1293.

E. Ground Calcium Carbonate or Aggregate Mineral Filler: ASTM C1797. Unless otherwise permitted, do not use mineral filler derived from carbonate sources in concrete for members assigned to Exposure Class S1, S2, or S3.

11.3 ADMIXTURES

A. Air-Entraining Admixture: ASTM C260/C260M.

B. Chemical Admixtures: Do not use calcium chloride or admixtures containing calcium chloride[**in steel-reinforced concrete**].

1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
2. Retarding Admixture: ASTM C494/C494M, Type B.
3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
6. Admixtures with special properties, with documentation of claimed performance enhancement, ASTM C494/C494M, Type S.
7. Set-Accelerating Corrosion-Inhibiting Admixture: ASTM C1582/C1582M.

8. Permeability-Reducing Admixture: ASTM C494/C494M, Type S, hydrophilic, permeability-reducing crystalline or colloidal [**nano-**]silica admixture, capable of reducing water absorption of concrete exposed to hydrostatic pressure (PRAH).
   a. Permeability: No leakage when tested in accordance with U.S. Army Corps of Engineers CRD C48 at a hydraulic pressure of 200 psi for 14 days.

9. Moisture-Vapor-Reducing Admixture: ASTM C494/C494M, Type S, hydrophilic, moisture-vapor-reducing, capable of reducing water absorption in and moisture-vapor emission from concrete (MVRA).

C. Color Pigment: ASTM C979/C979M, synthetic mineral-oxide pigments, color stable,[**free of carbon black,**] nonfading, and resistant to lime and other alkalis.

1. Color: [**As indicated by manufacturer's designation**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**].

D. Mixing Water for Concrete Mixtures and Water Used to Make Ice: ASTM C1602/C1602M. Include documentation of compliance with limits for alkalis, sulfates, chlorides, or solids content of mixing water from Table 2 in ASTM C1602/C1602M.

11.4 VAPOR RETARDERS

A. Sheet Vapor Retarder, Class A: ASTM E1745, Class A[**, except with maximum water-vapor permeance of**] <**Insert rating**>. Include manufacturer's recommended thickness and adhesive or pressure-sensitive tape.

B. Sheet Vapor Retarder, Class C: ASTM E1745, Class C[**, except with maximum water-vapor permeance of**] <**Insert rating**>; not less than 10 mils thick. Include manufacturer's recommended adhesive or pressure-sensitive joint tape.

C. Sheet Vapor Retarder/Termite Barrier: ASTM E1745, Class A, except with maximum water-vapor permeance of 0.03 perms; complying with ICC Acceptance Criteria AC380. Include manufacturer's recommended adhesive or pressure-sensitive tape.
   1. Low-Temperature Flexibility: Pass at minus 15 deg F; ASTM D146/D146M.
   2. Puncture Resistance: 224 lbf minimum; ASTM E154/E154M.
   3. Water Absorption: 0.1 percent weight-gain maximum after 48-hour immersion at 70 deg F ; ASTM D570.
   4. Hydrostatic-Head Resistance: 231 ft. minimum; ASTM D5385/D5385M.

D. Bituminous Vapor Retarder: ASTM E1993/E1993M, 110-mil- thick, semiflexible, seven-ply sheet membrane, consisting of reinforced core and carrier sheet with fortified asphalt layers, protective weather coating, and

removable plastic release liner. Furnish manufacturer's accessories, including bonding asphalt, pointing mastics, and self-adhering joint tape.

1. Water-Vapor Permeance: 0.0011 grains/h x sq. ft. x inches Hg when tested in accordance with ASTM E154/E154M.
2. Tensile Strength: 156 lbf/inch) when tested in accordance with ASTM E154/E154M.
3. Puncture Resistance: 140 lbf when tested in accordance with ASTM E154/E154M.

11.5 FLOOR AND SLAB TREATMENTS

A. Slip-Resistive Emery Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive, crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials with 100 percent passing [**3/8-inch**] [**No. 4**] [**No. 8**] <**Insert size or gradation**> sieve.

B. Slip-Resistive Aluminum Granule Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of not less than 95 percent fused aluminum-oxide granules.

C. Emery Dry-Shake Floor Hardener: [**Pigmented**] [**Unpigmented**], factory-packaged, dry combination of portland cement, graded emery aggregate, and plasticizing admixture; with emery aggregate consisting of no less than 60 percent of total aggregate content.

1. Color: [**As indicated by manufacturer's designation**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**].

D. Metallic Dry-Shake Floor Hardener: [**Pigmented**] [**Unpigmented**], factory-packaged, dry combination of portland cement, graded metallic aggregate, rust inhibitors, and plasticizing admixture; with metallic aggregate consisting of no less than 65 percent of total aggregate content.

1. Color: [**As indicated by manufacturer's designation**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**].

E. Unpigmented Mineral Dry-Shake Floor Hardener: Factory-packaged dry combination of portland cement, graded quartz aggregate, and plasticizing admixture.

F. Pigmented Mineral Dry-Shake Floor Hardener: Factory-packaged, dry combination of portland cement, graded quartz aggregate, color pigments, and plasticizing admixture. Use color pigments that are finely ground, nonfading mineral oxides interground with cement.

1. Color: [**As indicated by manufacturer's designation**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**].

11.6 LIQUID FLOOR TREATMENTS

A. Penetrating Liquid Floor Treatment: Clear, chemically reactive, waterborne solution of inorganic silicate or siliconate materials and proprietary components; odorless; that penetrates, hardens, and densifies concrete surfaces.

1. <Double click to insert sustainable design text for floor treatment products.>

11.7 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

C. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.

1. Color:

a. Ambient Temperature Below 50 deg F (10 deg C): Black.
b. Ambient Temperature between 50 and 85 deg F (10 and 29 deg C): Any color.
c. Ambient Temperature Above 85 deg F (29 deg C): White.

D. Curing Paper: 8 ft. (2438 mm) wide paper, consisting of two layers of fibered kraft paper laminated with double coating of asphalt.

E. Water: Potable water that does not cause staining of the surface.

F. Clear, Waterborne, Membrane-Forming, Dissipating Curing Compound: ASTM C309, Type 1, Class B.

G. Clear, Waterborne, Membrane-Forming, Nondissipating Curing Compound: ASTM C309, Type 1, Class B**.**

H. Clear, Waterborne, Membrane-Forming, Curing Compound: ASTM C309, Type 1, Class B, 18 to 25 percent solids, nondissipating.

1.

I. Clear, Solvent-Borne, Membrane-Forming, Curing and Sealing Compound: ASTM C1315, Type 1, Class A.
1. <Double click to insert sustainable design text for floor treatment products.>

J. Clear, Waterborne, Membrane-Forming, Curing and Sealing Compound: ASTM C1315, Type 1, Class A.
1. <Double click to insert sustainable design text for floor treatment products.>

11.8 ACCESSORIES

A. Expansion- and Isolation-Joint-Filler Strips: [**ASTM D1751, asphalt-saturated cellulosic fiber**] [**or**] [**ASTM D1752, cork or self-expanding cork**].

B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, [**epoxy resin with a Type A shore durometer hardness of 80**] [**aromatic polyurea with a Type A shore durometer hardness range of 90 to 95**] in accordance with ASTM D2240.

C. Bonding Agent: ASTM C1059/C1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

D. Epoxy Bonding Adhesive: ASTM C881/C881M, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade and class to suit requirements, and as follows:

1. [**Types I and II, nonload bearing**] [**Types IV and V, load bearing**], for bonding hardened or freshly mixed concrete to hardened concrete.

11.9 REPAIR MATERIALS

A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch (3 mm) and that can be feathered at edges to match adjacent floor elevations.

1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand, as recommended by underlayment manufacturer.
4. Compressive Strength: Not less than [**4100 psi**] <**Insert strength**> at 28 days when tested in accordance with ASTM C109/C109M.

B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.

1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than [**5000 psi**] <**Insert strength**> at 28 days when tested in accordance with ASTM C109/C109M.

11.10 CONCRETE MIXTURE MATERIALS

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301 .

1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland or hydraulic cement in concrete assigned to Exposure Class F3 as follows:

1. Fly Ash or Other Pozzolans: 25 percent by mass.
2. Slag Cement: 50 percent by mass.
3. Silica Fume: 10 percent by mass.
4. Total of Fly Ash or Other Pozzolans, Slag Cement, and Silica Fume: 50 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.
5. Total of Fly Ash or Other Pozzolans and Silica Fume: 35 percent by mass with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.

1. Use corrosion-inhibiting admixture in concrete mixtures where indicated.

2. Use permeability-reducing admixture in concrete mixtures where indicated.

D. Color Pigment: Add color pigment to concrete mixture in accordance with manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

11.11 CONCRETE MIXTURE CLASS TYPES

A. Class A: Normal-weight concrete used for footings, grade beams, and tie beams.

1. Exposure Class: ACI 318 (ACI 318M) [**Class F0**] [**Class F1**] [**Class F2**] [**Class F3**] [**Class S0**] [**Class S1**] [**Class S2**] [**Class S3**] [**Class W0**] [**Class W1**] [**Class W2**] [**Class C0**] [**Class C1**] [**Class C2**].
2. Minimum Compressive Strength: [**5000 psi**] [**4000 psi**]] [**As indicated**] <**Insert strength**> at [**28**] [**56**] [**90**] <**Insert age**> days.
3. Maximum w/cm Ratio: [**0.40**] <**Insert number**>.
4. Slump Limit: **, plus or minus 1 inch**] [**5 inches , plus or minus 1-1/2 inches**] [**maximum , plus or minus 1-1/2 inches**] for concrete <**Insert limits**>.

    a. Exposure Class F1: [**5.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size**] [**4.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size**] [**4.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch nominal maximum aggregate size**].
    b. Exposure Classes F2 and F3: [**6.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size**] [**6.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size**] [**5.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch nominal maximum aggregate size**].

5. Limit water-soluble, chloride-ion content in hardened concrete to [**0.15**] <**Insert number**> percent by weight of cementitious materials.
6. Compressive strength or alternative methods of estimating in-place strength of concrete by maturity or other nondestructive testing with acceptable correlation between test results and concrete compressive strength <**Insert strength and age for construction stages**>.

B. Class B: Normal-weight concrete used for foundation walls.

1. Exposure Class: ACI 318 [**Class F0**] [**Class F1**] [**Class F2**] [**Class F3**] [**Class S0**] [**Class S1**] [**Class S2**] [**Class S3**] [**Class W0**] [**Class W1**] [**Class W2**] [**Class C0**] [**Class C1**] [**Class C2**].
2. Minimum Compressive Strength: [**5000 psi**] [**4000 psi**] [ ] [**As indicated**] <**Insert strength**> at [**28**] [**56**] [**90**] <**Insert age**> days.
3. Maximum w/cm Ratio: [**0.40**] <**Insert number**>.
4. Slump Limit: [**, plus or minus 1 inch**] [**5 inches , plus or minus 1.5 inches**] [**maximum , plus or minus 1.5 inches**] for concrete <**Insert limits**>.

    a. Exposure Class F1: [**5.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size**] [**4.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size**] [**4.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch nominal maximum aggregate size**].
    b. Exposure Classes F2 and F3: [**6.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size**] [**6.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size**] [**5.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch nominal maximum aggregate size**].

5. Limit water-soluble, chloride-ion content in hardened concrete to [**0.15**] <**Insert number**> percent by weight of cement.
6. Compressive strength or alternative methods of estimating in-place strength of concrete by maturity or other nondestructive testing with acceptable correlation between test results and concrete compressive strength <**Insert strength and age for construction stages**>.

C. Class C: Normal-weight concrete used for interior slabs-on-ground.

1. Exposure Class: ACI 318 [**Class F0**] [**Class F1**] [**Class F2**] [**Class F3**] [**Class S0**] [**Class S1**] [**Class S2**] [**Class S3**] [**Class W0**] [**Class W1**] [**Class W2**] [**Class C0**] [**Class C1**] [**Class C2**].
2. Minimum Compressive Strength: [**5000 psi**]]] [**As indicated**] <**Insert strength**> at [**28**] [**56**] [**90**] <**Insert age**> days.
3. Maximum w/cm Ratio : [**0.55**] [**0.50**] [**0.45**] [**0.40**] <**Insert number**>.
4. Slump Limit: [**, plus or minus 1 inch**] [**5 inches, plus or minus 1.5 inches**] [**maximum , plus or minus 1.5 inches**] for concrete <**Insert limits**>.

    a. Do not use an air-entraining admixture or allow total air content to exceed 3 percent for concrete used in trowel-finished floors.

5. Limit water-soluble, chloride-ion content in hardened concrete to [**0.15**] <**Insert number**> percent by weight of cement.

D. Class D: Normal-weight concrete used for interior suspended slabs.

1. Exposure Class: ACI 318 [**Class F0**] [**Class F1**] [**Class F2**] [**Class F3**] [**Class S0**] [**Class S1**] [**Class S2**] [**Class S3**] [**Class W0**] [**Class W1**] [**Class W2**] [**Class C0**] [**Class C1**] [**Class C2**].
2. Minimum Compressive Strength: [**5000 psi**]]] [**As indicated**] <**Insert strength**> at [**28**] [**56**] [**90**] <**Insert age**> days.
3. Maximum w/cm Ratio: [**0.40**] <**Insert number**>.
4. Slump Limit: [**, plus or minus 1 inch**] [**5 inches , plus or minus 1.5 inches**] [**maximum , plus or minus 1.5 inches**] for concrete **Insert limits**>.

    a. Total air content must not exceed 3 percent for concrete used in trowel-finished floors.

5. Limit water-soluble, chloride-ion content in hardened concrete to [**0.15**] <**Insert number**> percent by weight of cement.
6. Synthetic Microfiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of [**1.0 lb/cu. yd.**] [**1.5 lb/cu. yd.**] <**Insert dosage**>.

7. Exposure Class: ACI 318 [**Class F0**] [**Class F1**] [**Class F2**] [**Class F3**] [**Class S0**] [**Class S1**] [**Class S2**] [**Class S3**] [**Class W0**] [**Class W1**] [**Class W2**] [**Class C0**] [**Class C1**] [**Class C2**].
8. Minimum Compressive Strength: [**5000 psi**]]] [**As indicated**] <**Insert strength**> at [**28**] [**56**] [**90**] <**Insert age**> days.
9. Equilibrium Density: 115 lb/cu. ft., plus or minus 4 lb/cu. ft. in accordance with ASTM C567/C567M.
10. Slump Limit: [**, plus or minus 1 inch**] [**5 inches , plus or minus 1.5 inches**] [**maximum , plus or minus 1.5 inches**] for concrete <**Insert limits**>.

    a. Total air content must not to exceed 3 percent for concrete used in trowel-finished floors.

11. Limit water-soluble, chloride-ion content in hardened concrete to [**0.15**] <**Insert number**> percent by weight of cement.

E. Class F: Normal-weight concrete used for concrete toppings.

1. Exposure Class: ACI 318 [**Class F0**] [**Class F1**] [**Class F2**] [**Class F3**] [**Class S0**] [**Class S1**] [**Class S2**] [**Class S3**] [**Class W0**] [**Class W1**] [**Class W2**] [**Class C0**] [**Class C1**] [**Class C2**].
2. Minimum Compressive Strength: [**5000 psi**]]] [**As indicated**] <**Insert strength**> at [**28**] [**56**] [**90**] <**Insert age**> days.
3. Maximum w/cm Ratio: [**0.40**] <**Insert number**>.
4. Slump Limit: [**, plus or minus 1 inch**] [**5 inches , plus or minus 1.5 inches**] [**maximum , plus or minus 1.5 inches**] for concrete <**Insert limits**>.

    a. Exposure Class F1: [**5.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size**] [**4.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size**] [**4.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch nominal maximum aggregate size**].
    b. Exposure Classes F2 and F3: [**6.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size**] [**6.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size**] [**5.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch nominal maximum aggregate size**].

5. Limit water-soluble, chloride-ion content in hardened concrete to [**1.00**] [**0.30**] [**0.15**] <**Insert number**> percent by weight of cement.

    a. Total air content must not to exceed 3 percent for concrete used in trowel-finished floors.

F. Class G: Normal-weight concrete used for building frame members.

1. Exposure Class: ACI 318 [**Class F0**] [**Class F1**] [**Class F2**] [**Class F3**] [**Class S0**] [**Class S1**] [**Class S2**] [**Class S3**] [**Class W0**] [**Class W1**] [**Class W2**] [**Class C0**] [**Class C1**] [**Class C2**].
2. Minimum Compressive Strength: [**5000 psi**]]] [**As indicated**] <**Insert strength**> at [**28**] [**56**] [**90**] <**Insert age**> days.
3. Maximum w/cm Ratio: [**0.40**] <**Insert number**>.
4. Slump Limit: [**, plus or minus 1 inch**] [**5 inches , plus or minus 1.5 inches**] [**maximum , plus or minus 1.5 inches**] for concrete <**Insert limits**>.

    a. Exposure Class F1: [**5.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size**] [**4.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size**] [**4.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch nominal maximum aggregate size**].
    b. Exposure Classes F2 and F3: [**6.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size**] [**6.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size**] [**5.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch nominal maximum aggregate size**].

5. Limit water-soluble, chloride-ion content in hardened concrete to [**1.00**] [**0.30**] [**0.15**] <**Insert number**> percent by weight of cement.

G. Class H: Normal-weight concrete used for building walls.

1. Exposure Class: ACI 318 [**Class F0**] [**Class F1**] [**Class F2**] [**Class F3**] [**Class S0**] [**Class S1**] [**Class S2**] [**Class S3**] [**Class W0**] [**Class W1**] [**Class W2**] [**Class C0**] [**Class C1**] [**Class C2**].
2. Minimum Compressive Strength: [**5000 psi**]]] [**As indicated**] <**Insert strength**> at [**28**] [**56**] [**90**] <**Insert age**> days.

3. Maximum w/cm Ratio: [**0.55**] [**0.50**] [**0.45**] [**0.40**] <**Insert number**>.
4. Slump Limit: **(100 mm), plus or minus 1 inch**] [**5 inches , plus or minus 1.5 inches**] [**maximum , plus or minus 1.5 inches**] for concrete <**Insert limits**>.

    a. Exposure Class F1: [**5.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size**] [**4.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size**] [**4.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch nominal maximum aggregate size**].
    b. Exposure Classes F2 and F3: [**6.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size**] [**6.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size**] [**5.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch nominal maximum aggregate size**].

5. Limit water-soluble, chloride-ion content in hardened concrete to [**0.15**] <**Insert number**> percent by weight of cement.

H. Class I: Normal-weight concrete used for interior metal pan stairs and landings:

1. Exposure Class: ACI 318 [**Class F0**] [**Class F1**] [**Class F2**] [**Class F3**] [**Class S0**] [**Class S1**] [**Class S2**] [**Class S3**] [**Class W0**] [**Class W1**] [**Class W2**] [**Class C0**] [**Class C1**] [**Class C2**].
2. Minimum Compressive Strength: [**3000 psi**] <**Insert strength**> [**As indicated**] at 28 days.
3. Maximum w/cm Ratio: [**0.40**] <**Insert number**>.
4. Maximum Size Aggregate: 1/2 inch.
5. Slump Limit: 3 inches, plus 1 inch or minus 2 inches .
6. Air Content: [**0**] <**Insert number**> percent, plus or minus 1.5 percent at point of delivery.
7. Limit water-soluble, chloride-ion content in hardened concrete to [**1.00**] [**0.30**] [**0.15**] <**Insert number**> percent by weight of cement.

I. Class J: Normal-weight concrete used for exterior retaining walls.

1. Exposure Class: ACI 318 [**Class F0**] [**Class F1**] [**Class F2**] [**Class F3**] [**Class S0**] [**Class S1**] [**Class S2**] [**Class S3**] [**Class W0**] [**Class W1**] [**Class W2**] [**Class C0**] [**Class C1**] [**Class C2**].
2. Minimum Compressive Strength: [**5000 psi**]]] [**As indicated**] <**Insert strength**> at [**28**] [**56**] [**90**] <**Insert age**> days.
3. Maximum w/cm Ratio: [**0.40**] <**Insert number**>.
4. Slump Limit: [**(100 mm), plus or minus 1 inch**] [**5 inches , plus or minus 1.5 inches**] [**maximum , plus or minus 1.5 inches**] for concrete <**Insert limits**>.

    a. Exposure Class F1: [**5.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size**] [**4.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size**] [**4.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch nominal maximum aggregate size**].
    b. Exposure Classes F2 and F3: [**6.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size**] [**6.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size**] [**5.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch nominal maximum aggregate size**].

5. Limit water-soluble, chloride-ion content in hardened concrete to [**1.00**] [**0.30**] [**0.15**] <**Insert number**> percent by weight of cement.

11.12 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M and furnish delivery ticket.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete in accordance with ASTM C94/C94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd..
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 12 - EXECUTION

12.1 EXAMINATION

A. Verification of Conditions:

1. Before placing concrete, verify that installation of concrete forms, accessories, reinforcement, and embedded items is complete and that required inspections have been performed.
2. Do not proceed until unsatisfactory conditions have been corrected.

12.2 PREPARATION

A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:

1. Daily access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
4. Security and protection for test samples and for testing and inspection equipment at Project site.

12.3 TOLERANCES

A. Comply with ACI 117.

12.4 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install reglets to receive waterproofing and through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

12.5 INSTALLATION OF VAPOR RETARDERS

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.

1. Install vapor retarder with longest dimension parallel with direction of concrete pour.
2. Face laps away from exposed direction of concrete pour.
3. Lap vapor retarder over footings and grade beams not less than 6 inches, sealing vapor retarder to concrete.
4. Lap joints 6 inches and seal with manufacturer's recommended tape.
5. Terminate vapor retarder at the top of floor slabs, grade beams, and pile caps, sealing entire perimeter to floor slabs, grade beams, foundation walls, or pile caps.
6. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
7. Protect vapor retarder during placement of reinforcement and concrete.

a. Repair damaged areas by patching with vapor retarder material, overlapping damages area by 6 inches on all sides and sealing to vapor retarder.

B. Bituminous Vapor Retarders: Place, protect, and repair bituminous vapor retarder in accordance with manufacturer's written instructions.

12.6 INSTALLATION OF CAST-IN-PLACE CONCRETE

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.

1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Water addition in transit or at the Project site must be in accordance with ASTM C94/C94M and must not exceed the permitted amount indicated on the concrete delivery ticket.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.
2. Deposit concrete to avoid segregation.
3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.

a. Do not use vibrators to transport concrete inside forms.
b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Do not place concrete floors and slabs in a checkerboard sequence.
2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Maintain reinforcement in position on chairs during concrete placement.
4. Screed slab surfaces with a straightedge and strike off to correct elevations.
5. Level concrete, cut high areas, and fill low areas.
6. Slope surfaces uniformly to drains where required.
7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
8. Do not further disturb slab surfaces before starting finishing operations.

12.7 INSTALLATION OF JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.

B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.

1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Architect.
2. Place joints perpendicular to main reinforcement.

    a. Continue reinforcement across construction joints unless otherwise indicated.

3. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
4. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
6. Space vertical joints in walls [**as indicated on Drawings**] <**Insert spacing**>. Unless otherwise indicated on Drawings, locate vertical joints beside piers integral with walls, near corners, and in concealed locations where possible.
7. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
8. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least [**one-fourth**] <**Insert depth**> of concrete thickness as follows:

1. Grooved Joints: Form control joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch . Repeat grooving of control joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form control joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random cracks.

D. Isolation Joints in Slabs-on-Ground: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.
2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface, where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints:

1. Install dowel bars and support assemblies at joints where indicated on Drawings.
2. Lubricate or asphalt coat one-half of dowel bar length to prevent concrete bonding to one side of joint.

F. Dowel Plates: Install dowel plates at joints where indicated on Drawings.

12.8 APPLICATION OF FINISHING FLOORS AND SLABS

A. Scratch Finish:

1. While still plastic, texture concrete surface that has been screeded and bull-floated or darbied.
2. Use stiff brushes, brooms, or rakes to produce a profile depth of 1/4 inch in one direction.
3. Apply scratch finish to surfaces [**to receive concrete floor toppings**] [**to receive mortar setting beds for bonded cementitious floor finishes**] <**Insert locations**>.

B. Float Finish:

1. When bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operation of specific float apparatus, consolidate concrete surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats.
2. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture and complies with ACI 117 tolerances for conventional concrete.
3. Apply float finish to surfaces [**to receive trowel finish**] [**and**] [**to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo**] <**Insert locations**>.

C. Trowel Finish:

1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
2. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
4. Do not add water to concrete surface. Use of an approved finishing aid is acceptable.
5. Do not apply troweled finish to concrete, which has a total air content greater than 3 percent.
6. Apply a trowel finish to surfaces [**exposed to view**] [**or**] [**to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system**] <**Insert locations**>.
7. Finish surfaces to the following tolerances, in accordance with ASTM E1155 , for a randomly trafficked floor surface:

    a. Slabs on Ground:

1) Specified overall values of flatness, F_F 25; and of levelness, F_L 20; with minimum local values of flatness, F_F 17; and of levelness, F_L 15.
2) Specified overall values of flatness, F_F 35; and of levelness, F_L 25; with minimum local values of flatness, F_F 24; and of levelness, F_L 17.
3) Specified overall values of flatness, F_F 45; and of levelness, F_L 35; with minimum local values of flatness, F_F 30; and of levelness, F_L 24.
4) Specified overall values of flatness, F_F 50; and of levelness, F_L 35; with minimum local values of flatness, F_F 40; and of levelness, F_L 24.

b. Suspended Slabs:

1) Specified overall values of flatness, F_F 25; and of levelness, F_L 20; with minimum local values of flatness, F_F 17; and of levelness, F_L 15.
2) Specified overall values of flatness, F_F 35; and of levelness, F_L 20; with minimum local values of flatness, F_F 24; and of levelness, F_L 15.
3) Specified overall values of flatness, F_F 45; and of levelness, F_L 35; with minimum local values of flatness, F_F 30; and of levelness, F_L 24.

D. Trowel and Fine-Broom Finish: First apply a trowel finish to surfaces [**indicated on Drawings**] [**where ceramic or quarry tile is to be installed by either thickset or thinset method**]. While concrete is still plastic, slightly scarify surface with a fine broom perpendicular to main traffic route.

1. Coordinate required final finish with Architect before application.
2. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

E. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with a fiber-bristle broom perpendicular to main traffic route.
2. Coordinate required final finish with Architect before application.

F. Slip-Resistive Finish: Before final floating, apply slip-resistive [**aggregate**] [**aluminum granule**] finish to concrete stair treads, platforms, and ramps, as indicated on Drawings.

1. Apply in accordance with manufacturer's written instructions and as follows:

a. Uniformly spread [**25 lb/100 sq. ft.**] <**Insert rate**> of dampened slip-resistive [**aggregate**] [**aluminum granules**] over surface in one or two applications.
b. Tamp aggregate flush with surface, but do not force below surface.

c. After broadcasting and tamping, apply float finish.
d. After curing, lightly work surface with a steel wire brush or an abrasive stone and water to expose slip-resistive [**aggregate**] [**aluminum granules**].

G. Dry-Shake Floor Hardener Finish: After initial floating, apply dry-shake floor hardener to surfaces in accordance with manufacturer's written instructions and as follows:

1. Uniformly apply dry-shake floor hardener at a rate of [**100 lb/100 sq. ft.**] <**Insert rate**> unless greater amount is recommended by manufacturer.
2. Uniformly distribute approximately two-thirds of dry-shake floor hardener over surface by hand or with mechanical spreader, and embed by power floating.

3. Follow power floating with a second dry-shake floor hardener application, uniformly distributing remainder of material, and embed by power floating.
4. After final floating, apply a trowel finish.
5. Cure concrete with curing compound recommended by dry-shake floor hardener manufacturer and apply immediately after final finishing.

12.9 APPLICATION OF FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 (ACI 301M) Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.

    a. Patch voids larger than 1-1/2 inches wide or 1/2 inch deep.
    b. Remove projections larger than 1 inch .
    c. Tie holes do not require patching.
    d. Surface Tolerance: ACI 117, Class D.
    e. Apply to concrete surfaces for metal lap pan deck formed surfaces and those surfaces that are buried or covered with subsequent installed surfaces.

2. ACI 301 (ACI 301M) Surface Finish SF-2.0: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams.

    a. Patch voids larger than 3/4 inch wide or 1/2 inch deep.
    b. Remove projections larger than 1/4 inch .
    c. Patch tie holes.
    d. Surface Tolerance: ACI 117 , Class B.
    e. Locations: Apply to concrete surfaces [**exposed to public view,**] [**to receive a rubbed finish,**] [**or to be covered with a coating or covering material applied directly to concrete**] <**Insert locations**>.

3. ACI 301 (ACI 301M) Surface Finish SF-3.0:

    a. Patch voids larger than 3/4 inch wide or 1/2 inch deep.
    b. Remove projections larger than 1/8 inch .
    c. Patch tie holes.
    d. Surface Tolerance: ACI 117 Class A.
    e. Locations: Apply to concrete surfaces [**exposed to public view,**] [**to receive a rubbed finish,**] [**or to be covered with a coating or covering material applied directly to concrete**] <**Insert locations**>.

B. Rubbed Finish: Apply the following to as-cast surface finishes where indicated on Drawings:

1. Smooth-Rubbed Finish:

    a. Perform no later than one day after form removal.
    b. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture.
    c. If sufficient cement paste cannot be drawn from the concrete by the rubbing process, use a grout made from the same cementitious materials used in the in-place concrete.
    d. Maintain required patterns or variances as shown on Drawings or to match [**design reference sample**] [**field sample panels**] [**mockups**].

2. Grout-Cleaned Rubbed Finish:

a. Clean concrete surfaces after contiguous surfaces are completed and accessible.
b. Do not clean concrete surfaces as Work progresses.
c. Mix 1 part portland cement to 1-1/2 parts fine sand, complying with ASTM C144 or ASTM C404, by volume, with sufficient water to produce a mixture with the consistency of thick paint. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces.
d. Wet concrete surfaces.
e. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap, and keep surface damp by fog spray for at least 36 hours.
f. Maintain required patterns or variances as shown on Drawings or to match [**design reference sample**] [**field sample panels**] [**mockups**].

C. Abrasive-Blast Finish: Apply the following to as-cast surface finishes where indicated on Drawings:

1. Perform abrasive blasting after compressive strength of concrete exceeds 2000 psi .
2. Coordinate with formwork removal to ensure that surfaces to be abrasive blasted are treated at the same age.
3. Surface Continuity:

a. Perform abrasive-blast finishing as continuous operation, maintaining continuity of finish on each surface or area of Work.
b. Maintain required patterns or variances in depths of blast to match [**design reference sample**] [**field sample panels**] [**mockups**].

4. Abrasive Blasting:

a. Abrasive-blast corners and edges of patterns carefully, using backup boards to maintain uniform corner and edge lines.
b. Determine type of nozzle pressure and blasting techniques required to match field sample.
c. Depth of Cut: Use an abrasive grit of proper type and gradation to expose aggregate and surrounding matrix surfaces to match field sample, as follows:

1) Brush Texture: Remove cement matrix to dull surface sheen and expose face of fine aggregate, with no significant reveal.
2) Light Texture: Expose fine aggregate with occasional exposure of coarse aggregate and uniform color, with maximum reveal of 1/16 inch .
3) Medium Texture: Generally, expose coarse aggregate with slight reveal and with a maximum reveal of 1/4 inch .
4) Heavy Texture: Expose and reveal coarse aggregate to a maximum projection of one-third its diameter, with reveal range of 1/4 to 1/2 inch .

d. Maintain required patterns or variances in reveal projection to match [**design reference sample**] [**field sample panels**] [**mockups**].

D. High-Pressure Water-Jet Finish: Apply the following to as-cast surface finishes where indicated on Drawings:

1. Perform high-pressure water jetting on concrete that has achieved a minimum compressive strength of 4500 psi .
2. Coordinate with formwork removal to ensure that surfaces to be high-pressure water-jet finished are treated at same age for uniform results.
3. Surface Continuity: Perform high-pressure water-jet finishing in as continuous an operation as possible, maintaining continuity of finish on each surface or area of Work.
4. Maintain required patterns or variances in reveal projection to match [**design reference sample**] [**field sample panels**] [**mockups**].

E. Bushhammer Finish: Apply the following to as-cast surface finishes where indicated on Drawings:

1. Perform bushhammer finish to concrete that has achieved a minimum compressive strength of 4500 psi .
2. Surface Continuity:

    a. Perform bushhammer finishing in as continuous an operation as possible, maintaining continuity of finish on each surface or area of Work.

3. Surface Cut:

    a. Maintain required depth of cut and general aggregate exposure.
    b. Use power tool with hammer attachments for large, flat surfaces, and use hand hammers for small areas, at corners and edges, and for restricted locations where power tools cannot reach.

4. Remove impressions of formwork and form facings with exception of tie holes.
5. Maintain required patterns or variances of cut as shown on Drawings or to match [**design reference sample**] [**field sample panels**] [**mockups**].
6. Maintain control of concrete chips, dust, and debris in each Work area, limiting migration of airborne materials and dust by use of tarpaulins, windbreaks, or similar devices.

12.10 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling in:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to match color and texture with in-place construction exposed to view.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations:

1. Coordinate sizes and locations of concrete bases with actual equipment provided.
2. Construct concrete bases [**4 inches**] [**6 inches**] [**8 inches**] <**Insert dimension**> high unless otherwise indicated on Drawings, and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated on Drawings, or unless required for seismic anchor support.
3. Minimum Compressive Strength: [**5000 psi**] [**4500 psi**] [**4000 psi**] [**3500 psi**] [**3000 psi**] <**Insert value**> at 28 days.
4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete substrate.
6. Prior to pouring concrete, place and secure anchorage devices.

    a. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
    b. Cast anchor-bolt insert into bases.
    c. Install anchor bolts to elevations required for proper attachment to supported equipment.

12.11 APPLICATION OF CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 for cold weather protection during curing.
2. Comply with ACI 301 and ACI 305.1 for hot-weather protection during curing.
3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h, calculated in accordance with ACI 305R, before and during finishing operations.

B. Curing Formed Surfaces: Comply with ACI 308.1 as follows:

1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
2. Cure concrete containing color pigments in accordance with color pigment manufacturer's instructions.
3. If forms remain during curing period, moist cure after loosening forms.
4. If removing forms before end of curing period, continue curing for remainder of curing period as follows:

a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
b. Continuous Sprinkling: Maintain concrete surface continuously wet.
c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.

1) Recoat areas subject to heavy rainfall within three hours after initial application.
2) Maintain continuity of coating and repair damage during curing period.

C. Curing Unformed Surfaces: Comply with ACI 308.1 as follows:

1. Begin curing after finishing concrete.
2. Interior Concrete Floors:

a. Floors to Receive Floor Coverings Specified in Other Sections: Contractor has option of the following:

1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.

a) Lap edges and ends of absorptive cover not less than 12 inches.
b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.

2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches , and sealed by waterproof tape or adhesive.

a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
b) Cure for not less than seven days.

3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following not in cold weather:

a) Water.
b) Continuous water-fog spray.

b. Floors to Receive Penetrating Liquid Floor Treatments: Contractor has option of the following:

1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.

a) Lap edges and ends of absorptive cover not less than 12 inches .
b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.

2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches , and sealed by waterproof tape or adhesive.

a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
b) Cure for not less than seven days.

3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:

a) Water.
b) Continuous water-fog spray.

c. Floors to Receive Polished Finish: Contractor has option of the following:

1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.

a) Lap edges and ends of absorptive cover not less than 12 inches .
b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.

2) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:

a) Water.
b) Continuous water-fog spray.

d. Floors To Receive Chemical Stain:

1) As soon as concrete has sufficient set to permit application without marring concrete surface, install curing paper over entire area of floor.
2) Install curing paper square to building lines, without wrinkles, and in a single length without end joints.
3) Butt sides of curing paper tight; do not overlap sides of curing paper.
4) Leave curing paper in place for duration of curing period, but not less than 28 days.

e. Floors To Receive Urethane Flooring:

1) As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.

2) Rewet absorptive cover, and cover immediately with polyethylene moisture-retaining cover with edges lapped 6 inches and sealed in place.
3) Secure polyethylene moisture-retaining cover in place to prohibit air from circulating under polyethylene moisture-retaining cover.
4) Leave absorptive cover and polyethylene moisture-retaining cover in place for duration of curing period, but not less than 28 days.

f. Floors To Receive Curing Compound:

1) Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
2) Recoat areas subjected to heavy rainfall within three hours after initial application.
3) Maintain continuity of coating, and repair damage during curing period.
4) Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer**.**

g. Floors To Receive Curing and Sealing Compound:

1) Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller in accordance with manufacturer's written instructions.
2) Recoat areas subjected to heavy rainfall within three hours after initial application.
3) Repeat process 24 hours later, and apply a second coat. Maintain continuity of coating, and repair damage during curing period.

12.12 APPLICATION OF LIQUID FLOOR TREATMENTS

A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor treatment in accordance with manufacturer's written instructions.

1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.
2. Do not apply to concrete that is less than [**three**] [**seven**] [**14**] [**28**] days' old.
3. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing.
4. Rinse with water; remove excess material until surface is dry.
5. Apply a second coat in a similar manner if surface has received a float finish or abrasive surface preparation.

B. Sealing Coat: Uniformly apply a continuous sealing coat of curing and sealing compound to hardened concrete by power spray or roller in accordance with manufacturer's written instructions.

12.13 INSTALLATION OF JOINT FILLING

A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least [**one**] [**six**] month(s).

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints.

D. Overfill joint, and trim joint filler flush with top of joint after hardening.

12.14 INSTALLATION OF CONCRETE SURFACE REPAIRS

A. Defective Concrete:

1. Repair and patch defective areas when approved by Architect.
2. Remove and replace concrete that cannot be repaired and patched to meet specification requirements.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks in excess of 0.01 inch spalls, air bubbles exceeding surface finish limits, honeycombs, rock pockets, fins and other projections on the surface exceeding surface finish limits, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete.

    a. Limit cut depth to 3/4 inch.
    b. Make edges of cuts perpendicular to concrete surface.
    c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
    d. Fill and compact with patching mortar before bonding agent has dried.
    e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.

    a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
    b. Compact mortar in place and match surrounding surface.

3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance, as determined by Architect.

D. Repairing Unformed Surfaces:

1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.

    a. Correct low and high areas.
    b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width.
3. After concrete has cured at least 14 days, correct high areas by grinding.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by adding patching mortar.

    a. Finish repaired areas to blend into adjacent concrete.

5. Correct other low areas scheduled to receive floor coverings with a repair underlayment.

a. Prepare, mix, and apply repair underlayment and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
b. Feather edges to match adjacent floor elevations.

6. Correct other low areas scheduled to remain exposed with repair topping.

a. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations.
b. Prepare, mix, and apply repair topping and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

7. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete.

a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch clearance all around.
b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
d. Place, compact, and finish to blend with adjacent finished concrete.
e. Cure in same manner as adjacent concrete.

8. Repair random cracks and single holes 1 inch or less in diameter with patching mortar.

a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
b. Dampen cleaned concrete surfaces and apply bonding agent.
c. Place patching mortar before bonding agent has dried.
d. Compact patching mortar and finish to match adjacent concrete.
e. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

12.15 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

B. Testing Agency: [**Owner will engage**] [**Engage**] a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

1. Testing agency to be responsible for providing curing facility for initial curing of strength test specimens on-site and verifying that test specimens are cured in accordance with standard curing requirements in ASTM C31/C31M.
2. Testing agency to immediately report to Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
3. Testing agency to report results of tests and inspections, in writing, to Owner, Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.

a. Test reports to include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301 , including the following as applicable to each test and inspection:

1) Project name.
2) Name of testing agency.
3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
4) Name of concrete manufacturer.
5) Date and time of inspection, sampling, and field testing.
6) Date and time of concrete placement.
7) Location in Work of concrete represented by samples.
8) Date and time sample was obtained.
9) Truck and batch ticket numbers.
10) Design compressive strength at 28 days.
11) Concrete mixture designation, proportions, and materials.
12) Field test results of fresh concrete, including slump or slump flow, air content, temperature and density.
13) Information on storage and curing of samples at the Project site, including curing method and maximum and minimum temperatures during initial curing period.
14) Type of fracture and compressive break strengths at seven days and 28 days.

4. Provide a space and source of power or other resources for curing and access to test specimens by the testing agency.

C. Delivery Tickets: comply with ASTM C94/C94M.

D. Inspections:

1. Headed bolts and studs.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing.
4. Curing procedures and maintenance of curing temperature.
5. Verification of concrete strength before removal of shores and forms from beams and slabs.
6. Batch Plant Inspections: On a random basis, as determined by Architect.

E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M to be performed in accordance with the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 150 cu. yd. or fraction thereof.

a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing is to be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C143/C143M:

a. One test at point of delivery for each composite sample, but not less than one test for each day's pour of each concrete mixture.
b. Perform additional tests as needed.

3. Slump Flow: ASTM C1611/C1611M:

a. One test at point of delivery for each composite sample when strength test specimens are cast, but not less than one test for each day's pour of each concrete mixture.
b. Perform additional tests as needed.

4. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete; [**ASTM C173/C173M volumetric method, for structural lightweight concrete**].

   a. One test for each composite sample when strength test specimens are cast, but not less than one test for each day's pour of each concrete mixture.

5. Concrete Temperature: ASTM C1064/C1064M:

   a. One test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample when strength test specimens are cast.

6. Concrete Density: ASTM C138/C138M:

   a. One test for each composite sample when strength test specimens are cast.

7. Unit Weight: ASTM C138/C138M density of fresh structural lightweight concrete.

   a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture. The fresh density should be consistent with that associated with the equilibrium density within a tolerance of plus or minus 4 lb/ft.^{3}.

8. Compression Test Specimens: ASTM C31/C31M:

   a. Cast and standard cure two sets of [**two**] 6 inches by 12-inches or 4-inch by 8-inch cylindrical specimens for each composite sample.
   b. Cast, and field cure [**two**] <**Insert number**> sets of [**two**] standard cylindrical specimens for each composite sample.

9. Compressive-Strength Tests: ASTM C39/C39M.

   a. Test one set of [**two**] standard cured specimens at seven days and one set of two specimens at 28 [**other age**] days.
   b. Test one set of [**two**] field-cured specimens at seven days and one set of two specimens at 28 days.
   c. A compressive-strength test to be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

10. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor to evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
11. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests of standard cured cylinders equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi if specified compressive strength is 5000 psi , or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi .
12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
13. Additional Tests:

a. Testing and inspecting agency to make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Architect.

1) Acceptance criteria for concrete strength to be in accordance with ACI 301, Section 1.7.6.3.

14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
15. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

12.16 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.
7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.
8. Protect concrete surfaces scheduled to receive surface hardener or polished concrete finish using floor slab protective covering.

END OF SECTION 033000

321313

CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes exterior cement concrete work for the following items:

1. Handicap Parking Stalls.
2. Sidewalks.
3. Header Curbs.
4. Unit Paver Base.
5. Walks.

B. Related Sections:

1. Division 31 Section 312000 "Earth Work" for subgrade preparation, grading, and subbase course.

2. Division 32 Section 321373 "Concrete Paving Joint Sealants" for joint sealants of joints in concrete pavement and at isolation joints of concrete pavement with adjacent construction.

1.2 SCOPE OF WORK

A. Work includes, but is not limited to, the furnishing of all labor, tools, materials, and coordination with site contractor / grading for the necessary concrete work as defined in

the drawings.

1.3 *ACTION SUBMITTALS*

A. Product Data: For each type of product.

B. Mockup: 10’ section of walkway for color/finish approval by Landscape Architect.

C. Qualification Data: For testing agency

D. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:

1. Aggregates. Include service record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity

E. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.4 QUALITY ASSURANCE

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready- mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").

B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.

1.5 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless otherwise indicated.

2.2 STEEL REINFORCEMENT

A. For all steel reinforcement required, meet the requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction Section 415.

B. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.

D. Epoxy-Coated Welded Wire Fabric: ASTM A 884/A 884M, Class A, plain steel.

E. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.

F. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615/A 615M, Grade 60 deformed bars.

G. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M; with ASTM A 615/A 615M, Grade 60 deformed bars.

H. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60, deformed bars; assembled with clips.

I. Plain Steel Wire: ASTM A 82,

J. Deformed-Steel Wire: ASTM A 496.

K. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A coated.

L. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60 . Cut bars true to length with ends square and free of burrs.

M. Epoxy-Coated Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 , plain steel bars.

N. Tie Bars: ASTM A 615/A 615M, Grade 60 , deformed.

O. Hook Bolts: ASTM A 307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

P. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

Q. Epoxy Repair Coating: Liquid two-part epoxy repair coating, compatible with epoxy coating on reinforcement.

R. Zinc Repair Material: ASTM A 780.

2.3 *CONCRETE MATERIALS*

A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
   1. Portland Cement: ASTM C 150/C 150M, meeting the FDOT Road and Bridge Construction Standard Specifications.
   2. Fly Ash: ASTM C 618.
   3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.

B. Normal-Weight Aggregates: ASTM C 33/C 33M, Class coarse aggregate, uniformly graded. Provide aggregates from a single source.

C. Air-Entraining Admixture: ASTM C 260/C 260M.

D. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

E. Water: Potable and complying with ASTM C 94/C 94M.

2.4 *CURING MATERIALS*

A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

F. White, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 2,

G. Class B, dissipating.

2.5 *RELATED MATERIALS*

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

B. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.

2.6 *CONCRETE MIXTURES*

A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

C. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

D. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd.

E. Concrete Mixtures: Normal-weight concrete.

1. Compressive Strength (28 Days): 5000 psi- vehicular grade; 3000 psi- walks and as indicated.
2. Maximum W/C Ratio at Point of Placement: 0.0.
3. Slump Limit: 4 inches, plus or minus 1 inch.

2.7 *CONCRETE MIXING*

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.

1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.

3.2 *PREPARATION*

A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 *EDGE FORMS AND SCREED CONSTRUCTION*

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 *STEEL REINFORCEMENT INSTALLATION*

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

3.5 *JOINTS*

A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where

indicated. Place color match sealant above strip; see details and related specifications.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, to match jointing of existing adjacent concrete paving:

E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/8-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.6 *CONCRETE PLACEMENT*

A. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

B. Comply with ACI 301 and FDOT requirements for measuring, mixing, transporting, and placing concrete.

C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

D. Screed paving surface with a straightedge and strike off.

E. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

F. Header Curbs: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.

G. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.

3.7 *FLOAT FINISHING*

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.

3.8 *CONCRETE PROTECTION AND CURING*

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these.

3.9 *REPAIR AND PROTECTION*

A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Landscape Architect.

B. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.

C. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

321373

CONCRETE PAVING JOINT

SEALANTS PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Expansion joints within concrete pavement.
2. Control joints within concrete pavement.

B. Related Sections include the following:

1. Division 32 Section 321216 "Asphalt Paving" for constructing joints between concrete and asphalt pavement.
2. Division 32 Section 321313 "Concrete Paving" for constructing joints in concrete pavement.

1.2 *SCOPE OF WORK*

A. Work includes, but is not limited to, the furnishing of all labor, tools, materials, and coordination with site contractor / grading for the concrete expansion and control joints as defined in the drawings.

1.3 *ACTION SUBMITTALS*

A. Product Data: For each type of product.

B. Samples: For each kind and color of joint sealant required.

C. Paving-Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.4 *INFORMATIONAL SUBMITTALS*

A. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.

1.5 *DELIVERY, STORAGE, AND HANDLING*

A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.6 *PROJECT CONDITIONS*

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
2. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
3. When joint substrates are wet or covered with frost.
4. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
5. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

2.2 COLD-APPLIED JOINT SEALANTS

A. Single-Component, Nonsag, Silicone Joint Sealant: ASTM D 5893/D 5893M, Type NS.

B. Single-Component, Self-Leveling, Silicone Joint Sealant: ASTM D 5893/D 5893M, Type SL.

C. Multicomponent, Nonsag, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type M, Grade NS, Class 25, for Use T.

D. Single Component, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type S, Grade P, Class 25, for Use T.

E. Multicomponent, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type M, Grade P, Class 25, for Use T.

2.3 *HOT-APPLIED JOINT SEALANTS*

A. Elastomeric Sealant for Concrete: Single-component formulation complying with ASTM D 3406.

B. Sealant for Concrete and Asphalt: Single-component formulation complying with ASTM D 3405.

2.4 *JOINT-SEALANT BACKER MATERIALS*

A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.

B. Round Backer Rods for Cold- and Hot-Applied Joint Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

C. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D 5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.

D. Backer Strips for Cold- and Hot-Applied Joint Sealants: ASTM D 5249; Type 2; of thickness and width required to control joint-sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

2.5 *PRIMERS*

A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

B. Joint Priming: Prime joint substrates where indicated or where recommended in writing

by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.2 *INSTALLATION OF JOINT SEALANTS*

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.

B. Cleaning of Joints: Clean out joints immediately to comply with joint-sealant manufacturer's written instructions.

C. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer.

D. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions.

E. Install joint-sealant backings to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of joint-sealant backings.
2. Do not stretch, twist, puncture, or tear joint-sealant backings.
3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.

F. Install joint sealants immediately following backing installation, using proven techniques that comply with the following:

1. Place joint sealants so they fully contact joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

G. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants according to the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:

1. Remove excess joint sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.

H. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

I. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.

J. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite

such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations with repaired areas are indistinguishable from the original work.

END OF SECTION

SECTION 321400 - UNIT PAVING

PART 19 - GENERAL

19.1 SUMMARY

A. Section Includes:

1. Brick pavers.
2. Concrete pavers.
3. Asphalt-block pavers.
4. Stone pavers.
5. Curbs and edge restraints.

B. Related Requirements:

1. [**Section 075113 "Built-up Asphalt Roofing"**] [**Section 075116 "Built-up Coal Tar Roofing"**] [**Section 075213 "Atactic-Polypropylene (APP) Modified Bituminous Membrane Roofing"**] [**Section 075216 "Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing"**] [**Section 075316 "Chlorosulfonate-Polyethylene (CSPE) Roofing"**] [**Section 075323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing"**] [**Section 075416 "Ketone Ethylene Ester (KEE) Roofing"**] [**Section 075419 "Polyvinyl-Chloride (PVC) Roofing"**] [**Section 075423 "Thermoplastic Polyolefin (TPO) Roofing"**] [**Section 075552.13 "Atactic-Polypropylene (APP) Modified Bituminous Protected Membrane Roofing"**] [**Section 075552.16 "Styrene-Butadiene-Styrene (SBS) Modified Bituminous Protected Membrane Roofing"**] [**Section 075556 "Fluid-Applied Protected Membrane Roofing"**] for roof pavers.
2. Section 096313 "Brick Flooring" for brick flooring for interior applications.
3. Section 096340 "Stone Flooring" for dimension stone paving.
4. Section 321216 "Asphalt Paving" for asphalt base under unit pavers.
5. Section 321313 "Concrete Paving" [**for concrete base under unit pavers**] [**and**] [**for cast-in-place concrete curbs and gutters serving as edge restraints for unit pavers**].
6. Section 321443 "Porous Unit Paving" for unit paving using grid pavers or pavers with openings between them.

19.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at [**Project site**] <**Insert location**>.

19.3 ACTION SUBMITTALS

A. Product Data:

1. For materials other than water and aggregates.
2. For the following:

a. Pavers.
b. Bituminous setting materials.
c. Mortar and grout materials.
d. Edge restraints.
e. Precast concrete curbs.
f. Granite curbs.

B. Sustainable Design Submittals:

1. <Double click to insert sustainable design text for regional materials.>

C. Sieve Analyses: For aggregate setting-bed materials, according to ASTM C136.

D. Samples for Initial Selection: For each type of unit paver indicated[**.**][**and the following:**]

1. Joint materials involving color selection.
2. Exposed edge restraints involving color selection.
3. Precast concrete curbs.
4. Granite curbs.

E. Samples for Verification: For full-size units of each type of unit paver indicated.[**Assemble no fewer than five Samples of each type of unit on suitable backing and grout joints.**][**Include Samples of the following:**]

1. Joint materials.
2. Exposed edge restraints.
3. Precast concrete curbs.
4. Granite curbs.

19.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Adhesion and Compatibility Test Reports: From latex-additive manufacturer for mortar and grout containing latex additives.

C. Material Certificates: For unit pavers. Include statements of material properties indicating compliance with requirements, including compliance with standards. Provide for each type and size of unit.

D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for unit pavers, indicating compliance with requirements.

1. For solid interlocking paving units, include test data for freezing and thawing according to ASTM C67.

19.5 QUALITY ASSURANCE

A. Installer Qualifications: A qualified unit paving installer. Installer's [**field supervisor**] [**personnel assigned to the Work**] must have Concrete Paver Installer Certification from the Interlocking Concrete Pavement Institute (ICPI) with [**one of**] [**both of**] the following designations:

1. Residential Paver Technician Designation.
2. Commercial Paver Technician Designation.

B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

19.6 PRECONSTRUCTION TESTING

A. Preconstruction Adhesion and Compatibility Testing: Submit to latex-additive manufacturer, for testing as indicated below, Samples of flooring materials that will contact or affect mortar and grout that contain latex additives.

1. Use manufacturer's standard test methods to determine whether mortar and grout materials will obtain optimal adhesion with, and will be nonstaining to, installed brick and other materials constituting brick flooring installation.

19.7 DELIVERY, STORAGE, AND HANDLING

A. Store pavers on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied.

B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

D. Store liquids in tightly closed containers protected from freezing.

E. Store asphalt cement and other bituminous materials in tightly closed containers.

19.8 FIELD CONDITIONS

A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.

B. Weather Limitations for Bituminous Setting Bed:

1. Install bituminous setting bed only when ambient temperature is above 40 deg F and when base is dry.
2. Apply asphalt adhesive only when ambient temperature is above 50 deg F and when temperature has not been below 35 deg F for 12 hours immediately before application. Do not apply when setting bed is wet or contains excess moisture.

C. Weather Limitations for Mortar and Grout:

1. Cold-Weather Requirements: Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
2. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6. Provide artificial shade and windbreaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg F and higher.

a. When ambient temperature exceeds 100 deg F , or when wind velocity exceeds 8 mph and ambient temperature exceeds 90 deg F , set pavers within 1 minute of spreading setting-bed mortar.

PART 20 - PRODUCTS

20.1 MANUFACTURERS

A. Source Limitations: Obtain each type of unit paver, joint material, and setting material from single source with resources to provide materials and products of consistent quality in appearance and physical properties.

20.2 BRICK PAVERS

A. <Double click to insert sustainable design text for brick.>

B. Brick Pavers, Light-Traffic Paving Brick: ASTM C902, Class SX[**or Class MX**], [**Type I**] [**Type II**] [**Type III**], Application [**PS**] [**PX**] [**PA**]. Provide brick without frogs or cores in surfaces exposed to view in the completed Work.

1. Thickness: [**1-1/4 inches**] [**1-1/2 inches**] [**1-5/8 inches**] [**2-1/4 inches**] [**2-5/8 inches**] [**As indicated**] <**Insert dimension**>.
2. Face Size: [**3-3/4 by 7-1/2 inches**] [**3-5/8 by 7-5/8 inches**] [**3-5/8 by 11-5/8 inches**] [**7-5/8 by 7-5/8 inches**] [**4 by 8 inches**] [**4 by 12 inches**] [**8 by 8 inches**] [**As indicated**] <**Insert dimensions**>.
3. Color: [**Dark red**] [**Medium red**] [**Full-range red**] [**Dark brown**] [**Medium brown**] [**Full-range brown**] [**Tan**] [**Buff**] [**Cream**] [**As indicated by manufacturer's designations**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**] <**Insert color**>.

C. Brick Pavers, Heavy Vehicular Paving Brick: ASTM C1272, [**Type F, Application PX**] [**Type R, Application PS**] [**Type R, Application PX**] [**Type R, Application PA**]. Provide brick without frogs or cores in surfaces exposed to view in the completed Work.

1. Thickness: [**2-1/4 inches**] [**2-5/8 inches**] [**As indicated**] <**Insert dimension**>.
2. Face Size: [**3-3/4 by 7-1/2 inches**] [**3-5/8 by 7-5/8 inches**] [**3-5/8 by 11-5/8 inches**] [**7-5/8 by 7-5/8 inches**] [**4 by 8 inches**] [**4 by 12 inches**] [**8 by 8 inches**] [**As indicated**] <**Insert dimensions**>.
3. Color: [**Dark red**] [**Medium red**] [**Full-range red**] [**Dark brown**] [**Medium brown**] [**Full-range brown**] [**Tan**] [**Buff**] [**Cream**] [**As indicated by manufacturer's designations**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**] <**Insert color**>.

D. Efflorescence: Brick to be rated "not effloresced" when tested according to ASTM C67.

E. Temporary Protective Coating: Precoat exposed surfaces of brick pavers with a continuous film of a temporary protective coating that is compatible with brick, mortar, and grout products and can be removed without damaging grout or brick. Do not coat unexposed brick surfaces; handle brick to prevent coated surfaces from contacting backs or edges of other units. If, despite these precautions, coating does contact bonding surfaces of brick, remove coating from bonding surfaces before setting brick.

20.3 CONCRETE PAVERS

A. <Double click to insert sustainable design text for regional materials.>

B. Concrete Pavers, Solid Interlocking Paving Units: Complying with ASTM C936/C936M[**and resistant to freezing and thawing when tested according to ASTM C67**], made from normal-weight aggregates.

1. Thickness: [**2-3/8 inches**] [**3-1/8 inches**] <**Insert dimension**>.
2. Face Size and Shape:

a. [**3-7/8 inches**] [**4-7/16 inches**] [**8-7/8 inches**] [**9 inches**] square.

b. [**3-7/8-by-7-7/8-inch**] [**4-by-8-inch**] [**4-7/16-by-8-7/8-inch**] rectangle.
c. [**5-1/2-inch octagon with attached 3-1/2-inch square**] [**4-1/2-by-9-inch rectangle with saw-tooth edges**] [**4-3/4-inch rectangular and trapezoidal units arranged in semicircular courses to produce fan-shaped pattern**] [**As indicated**] <**Insert dimensions and shape**>.

3. Color: [**As indicated by manufacturer's designations**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**] <**Insert color**>.

C. Concrete Pavers, Solid Paving Units, Normal-Weight Concrete: Solid paving units made from normal-weight concrete with a compressive strength not less than [**5000 psi**] [**6000 psi**] <**Insert value**>, water absorption not more than 5 percent according to ASTM C140, and no breakage and not more than 1 percent mass loss when tested for freeze-thaw resistance according to ASTM C67.

1. Thickness: [**1-5/8 inches**] [**1-3/4 inches**] [**2 inches**] [**2-3/8 inches**] <**Insert dimension**>.
2. Face Size and Shape:

a. [**8-7/8 inches**] [**9 inches**] [**12 inches**] [**18 inches**] [**24 inches**] square.
b. [**9-by-18-inch**] [**12-by-24-inch**] rectangle.
c. [**As indicated**] <**Insert dimensions and shape**>.

3. Color: [**As indicated by manufacturer's designations**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**] <**Insert color**>.

D. Concrete Pavers, Solid Paving Units, Lightweight Concrete: Solid paving units complying with ASTM C1491, made from lightweight concrete.

1. Thickness: [**1-5/8 inches**] [**1-3/4 inches**] [**2 inches**] <**Insert dimension**>.
2. Face Size and Shape: [**9 inches square**] [**12 inches square**] [**18 inches square**] [**As indicated**] <**Insert dimensions and shape**>.
3. Color: [**As indicated by manufacturer's designations**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**] <**Insert color**>.

20.4 ASPHALT-BLOCK PAVERS

A. Asphalt-Block Pavers: Solid units made from asphalt cement complying with ASTM D312, Type III; inorganic stone dust or cement filler; and coarse aggregate, consisting of clean, hard, unweathered stone crushed into angular particles varying in size up to 3/8 inch .

1.
2. Thickness: [**1-1/4 inches**] [**2 inches**] [**3 inches**] <**Insert dimension**>.
3. Face Size: [**4 by 6 inches**] [**6 by 6 inches**] [**8 by 8 inches**] [**5 by 12 inches**] [**6 by 12 inches**] [**8-inch-wide hexagon**] <**Insert dimensions**>.
4. Dimensional Tolerances: Plus or minus 1/16 inch .
5. Finish: [**Natural, smooth**] [**Ground**] [**Ground and sandblasted**].
6. Color: [**As indicated by manufacturer's designations**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**] <**Insert color**>.

20.5 STONE PAVERS

A. <Double click to insert sustainable design text for regional stone materials.>

B. Granite Pavers: Rectangular paving slabs made from granite complying with ASTM C615/C615M.

1. Color and Grain: [**Light gray**] [**Dark gray**] [**Buff**] [**White**] [**Black**] [**Pink**] <**Insert color**> with [**medium**] [**fine**] grain.
2. Finish: [**Honed**] [**Thermal**] [**As indicated**] [**Match Architect's sample**] <**Insert finish**>.
3. Match Architect's samples for color, finish, and other stone characteristics relating to aesthetic effects.
4. Thickness: Not less than [**3/4 inch**] [**30 mm**] [**1-1/4 inches**] [**1-5/8 inches**] unless otherwise indicated.
5. Face Size: [**9 inches square**] [**12 inches square**] [**18 inches square**] [**9 by 18 inches**] [**As indicated**] <**Insert dimensions**>.

C. Limestone Pavers: Rectangular paving slabs made from limestone complying with ASTM C568/C568M.

1. Classification: [**II Medium-Density**] [**III High-Density**].
2. Stone Abrasion Resistance: Minimum value of [**10**] <**Insert value**>, based on testing according to ASTM C241/C241M or ASTM C1353.
3. Indiana Oolitic Limestone Grade and Color: [**Select, buff**] [**Select, gray**] [**Standard, buff**] [**Standard, gray**] [**Rustic, buff**] [**Rustic, gray**] [**Variegated**], according to grade and color classification established by ILI.
4. Finish: [**Smooth**] [**Chat sawed**] [**Shot sawed**] [**As indicated**] <**Insert finish**>.
5. Match Architect's samples for color, finish, and other stone characteristics relating to aesthetic effects.
6. Thickness: Not less than [**1 inch**] [**1-1/4 inches**] [**1-5/8 inches**] [**2 inches**] unless otherwise indicated.
7. Face Size: [**9 inches square**] [**12 inches square**] [**18 inches square**] [**9 by 18 inches**] [**As indicated**] <**Insert dimensions**>.

D. Marble Pavers: Rectangular paving slabs made from marble complying with ASTM C503/C503M.

1. Stone Abrasion Resistance: Minimum value of [**10**] <**Insert value**>, based on testing according to ASTM C241/C241M or ASTM C1353.
2. Description: Uniform, fine- to medium-grained, [**white**] <**Insert color**> stone with only slight veining.
3. Finish: [**Honed**] [**As indicated**] [**Match Architect's sample**] <**Insert finish**>.
4. Match Architect's samples for color, finish, and other stone characteristics relating to aesthetic effects.
5. Thickness: Not less than [**3/4 inch**] [**30 mm**] [**1-1/4 inches**] unless otherwise indicated.
6. Face Size: [**9 inches square**] [**12 inches square**] [**18 inches square**] [**9 by 18 inches**] [**As indicated**] <**Insert dimensions**>.

E. Quartz-Based Stone Pavers: [**Rectangular paving slabs**] [**Random polygonal flagstones**] made from quartz-based stone complying with ASTM C616/C616M, Classification [**I Sandstone**] [**II Quartzitic Sandstone**] [**III Quartzite**].

1. Stone Abrasion Resistance: Minimum value of [**10**] <**Insert value**>, based on testing according to ASTM C241/C241M or ASTM C1353.
2. Finish: [**Sand rubbed**] [**Natural cleft**] [**Thermal**] [**As indicated**] [**Match Architect's sample**] <**Insert finish**>.
3. Match Architect's samples for color, finish, and other stone characteristics relating to aesthetic effects.
4. Thickness: Not less than [**1 inch**] [**1-1/4 inches**] [**1-1/2 inches**] [**1-5/8 inches**] [**2 inches**] unless otherwise indicated.
5. Face Size: [**9 inches square**] [**12 inches square**] [**18 inches square**] [**9 by 18 inches**] [**As indicated**] [**Random**] <**Insert dimensions**>.

F. Slate Pavers: [**Rectangular paving slabs**] [**Random polygonal flagstones**] made from slate complying with ASTM C629/C629M, Classification I Exterior, with a fine, even grain[**and unfading color,**] from clear, sound stock.

1. Color: [**Black**] [**Blue-black**] [**Gray**] [**Blue-gray**] [**Green**] [**Purple**] [**Mottled purple and green**] [**Red**].
2. Stone Abrasion Resistance: Minimum value of [**8**] <**Insert value**>, based on testing according to ASTM C241/C241M or ASTM C1353.

3. Finish: [**Honed**] [**Sand rubbed**] [**Natural cleft**] [**As indicated**] [**Match Architect's sample**] <**Insert finish**>.
4. Match Architect's samples for color, finish, and other stone characteristics relating to aesthetic effects.
5. Thickness: Not less than [**1/2 inch**] [**3/4 inch**] [**1 inch**] unless otherwise indicated.
6. Face Size: [**9 inches square**] [**12 inches square**] [**18 inches square**] [**9 by 18 inches**] [**As indicated**] [**Random**] <**Insert dimensions**>.

G. Travertine Pavers: Rectangular paving slabs made from travertine complying with ASTM C1527/C1527M, Classification I Exterior.

1. Stone Abrasion Resistance: Minimum value of [**10**] <**Insert value**>, based on testing according to ASTM C241/C241M or ASTM C1353.
2. Cut: Vein cut.

3. Filling: Fill pores on faces of stone with cementitious filler of color [**selected by Architect**] [**matching Architect's sample**].
4. Finish: [**Honed**] [**As indicated**] [**Match Architect's sample**] <**Insert finish**>.
5. Match Architect's samples for color, finish, and other stone characteristics relating to aesthetic effects.
6. Thickness: Not less than [**3/4 inch**] [**30 mm**] [**1-1/4 inches**] unless otherwise indicated.
7. Face Size: [**9 inches square**] [**12 inches square**] [**18 inches square**] [**9 by 18 inches**] [**As indicated**] <**Insert dimensions**>.

H. Rough Granite Pavers: Rectangular[**tumbled**] paving stones, with split[**or thermal-finished**] faces and edges, made from granite complying with ASTM C615/C615M.

1. <Double click here to find, evaluate, and insert list of manufacturers and products>
2. Color and Grain: [**Light gray**] [**Dark gray**] [**Buff**] [**White**] [**Black**] [**Pink**] <**Insert color**> with [**medium**] [**fine**] grain.
3. Thickness: [**1-1/4 inches**] [**2 inches**] [**3 inches**] [**4 inches**] [**4 inches , plus or minus 1/2 inch**] <**Insert dimension**>.
4. Face Size: [**4 by 4 inches , plus or minus 1/2 inch**] [**3 to 5 inches by 8 to 12 inches**] [**As indicated**] <**Insert dimensions**>.

20.6 CURBS AND EDGE RESTRAINTS

A. Plastic Edge Restraints: Manufacturer's standard triangular PVC extrusions [**1-3/4 inches high by 3-1/2 inches wide**] [**3-1/8 inches high by 9-1/2 inches wide**] designed to serve as edge restraints for unit pavers; rigid type for straight edges and flexible type for curved edges; with pipe connectors and 3/8-inch diameter by 12-inch-long steel spikes.

B. Steel Edge Restraints: Manufacturer's standard painted steel edging [**3/16 inch thick by 4 inches high**] [**1/4 inch thick by 5 inches high**] with loops pressed from or welded to face to receive stakes at 36 inches o.c. and steel stakes 15 inches long for each loop.
1. Color: [**As indicated by manufacturer's designations**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**] <**Insert color**>.

C. Aluminum Edge Restraints: Manufacturer's standard [**straight, 1/8-inch- thick by 4-inch- high**] [**straight, 3/16-inch- thick by 4-inch- high**] [**L-shaped, 1/8-inch- thick by 1-3/8-inch- high**] [**L-shaped, 3/16-inch- thick by 2-1/4-inch- high**] extruded-aluminum edging with loops pressed from face to receive stakes at 12 inches o.c. and aluminum stakes 12 inches long for each loop.

D. Job-Built Concrete Edge Restraints: Comply with requirements in Section 033000 "Cast-in-Place Concrete" for normal-weight, air-entrained, ready-mixed concrete with minimum 28-day compressive strength of 3000 psi .

E. Precast Concrete Curbs: Made from normal-weight concrete with a compressive strength not less than [**5000 psi**] [**6000 psi**] <**Insert value**> and water absorption not more than 5 percent, in shapes and sizes indicated.

1. <Double click to insert sustainable design text for concrete curbs.>
2. Color and Texture: [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**] <**Insert color and texture**>.

F. Granite Curbs: Granite curbing, with face battered 1 inch per foot (1:12), produced in random lengths not less than 36 inches from granite complying with ASTM C615/C615M.
1. <Double click to insert sustainable design text for stone.>
2. Granite Color and Grain: [**Light gray**] [**Dark gray**] [**Buff**] [**White**] [**Black**] [**Pink**] <**Insert color**> with [**fine**] [**medium**] [**coarse**] grain.
3. Top Width: [**4 inches**] [**5 inches**] [**6 inches**] <**Insert dimension**>.
4. Face Height: [**4 inches**] [**6 inches**] [**8 inches**] <**Insert dimension**>.
5. Total Height: [**12 inches**] [**16 inches**] [**18 inches**] <**Insert dimension**>.
6. Top Finish: [**Sawed**] [**Thermal**] [**Bush hammered**].
7. Face Finish: [**Split**] [**Sawed**] [**Thermal**] [**Bush hammered**].

G. <**Insert requirements**>.

20.7 ACCESSORIES

A. Cork Joint Filler: Preformed strips complying with ASTM D1752, Type II.

B. Compressible Foam Filler: Preformed strips complying with ASTM D1056, Grade 2A1.

20.8 AGGREGATE SETTING-BED MATERIALS

A. Graded Aggregate for Subbase: Sound, crushed stone or gravel complying with [**ASTM D448 for Size No. 57**] [**ASTM D2940/D2940M, subbase material**] [**requirements in Section 312000 "Earth Moving" for subbase material**].

B. Graded Aggregate for Base: Sound, crushed stone or gravel complying with [**ASTM D448 for Size No. 8**] [**ASTM D2940/D2940M, base material**] [**requirements in Section 312000 "Earth Moving" for base course**].

C. Sand for Leveling Course: Sound, sharp, washed, natural sand or crushed stone complying with gradation requirements in ASTM C33/C33M for fine aggregate.

D. Stone Screenings for Leveling Course: Sound stone screenings complying with ASTM D448 for Size No. 10.

E. Sand for Joints: Fine, sharp, washed, natural sand or crushed stone with 100 percent passing No. 16 sieve and no more than 10 percent passing No. 200 sieve.

1. Provide sand of color needed to produce required joint color.

F. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications; made from polyolefins or polyesters, with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2, AASHTO M 288.
2. Apparent Opening Size: No. 60 sieve, maximum; ASTM D4751.
3. Permittivity: 0.02 per second, minimum; ASTM D4491.
4. UV Stability: 50 percent after 500 hours' exposure, ASTM D4355.

G. Drainage Geotextile: Nonwoven needle-punched geotextile fabric, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2, AASHTO M 288.
2. Apparent Opening Size: No. 40 sieve, maximum; ASTM D4751.
3. Permittivity: 0.5 per second, minimum; ASTM D4491.
4. UV Stability: 50 percent after 500 hours' exposure, ASTM D4355.

H. Herbicide: Commercial chemical for weed control, registered with the EPA. Provide in granular, liquid, or wettable powder form.

20.9 BITUMINOUS SETTING-BED MATERIALS

A. Primer for Base: ASTM D2028/D2028M, cutback asphalt, grade as recommended by unit paver manufacturer.

B. Fine Aggregate for Setting Bed: ASTM D1073, No. 2 or No. 3.

C. Asphalt Cement: ASTM D3381/D3381M, Viscosity Grade AC-10 or Grade AC-20.

D. Neoprene-Modified Asphalt Adhesive: Paving manufacturer's standard adhesive consisting of oxidized asphalt combined with 2 percent neoprene and 10 percent long-fibered mineral fibers containing no asbestos.

E. Sand for Joints: Fine, sharp, washed, natural sand or crushed stone with 100 percent passing No. 16 sieve and no more than 10 percent passing No. 200 sieve.

1. Provide sand of color needed to produce required joint color.

20.10 MORTAR SETTING-BED MATERIALS

A. <Double click to insert sustainable design text for mortar and grout.>

B. Portland Cement: ASTM C150/C150M, Type I or Type II.

C. Hydrated Lime: ASTM C207, Type S.

D. Sand: ASTM C144.

E. Latex Additive: [**Manufacturer's standard**] [**acrylic resin**] [**or**] [**styrene-butadiene-rubber**] water emulsion, serving as replacement for part or all of gaging water, of type specifically recommended by latex-additive manufacturer for use with field-mixed portland cement and aggregate mortar bed, and not containing a retarder.

F. Thin-Set Mortar for Bond Coat: Latex-portland cement mortar complying with ANSI A118.4.
1. Provide prepackaged, dry-mortar mix containing dry, redispersible, vinyl acetate or acrylic additive to which only water must be added at Project site.
2. Provide prepackaged, dry-mortar mix combined with [**acrylic resin**] [**or**] [**styrene-butadiene-rubber**] liquid-latex additive at Project site.
3. Provide product that is approved by manufacturer for application thickness of [**5/8 inch**] <**Insert value**>.

G. Water: Potable.

H. Reinforcing Wire Fabric: Galvanized, welded wire fabric, 2 by 2 inches by 0.062 inch in diameter; comply with ASTM A1064/A1064M except for minimum wire size.

20.11 GROUT MATERIALS

A. <Double click to insert sustainable design text for mortar and grout.>

B. Sand-Portland Cement Grout: ANSI A108.10, made of white or gray cement and white or colored aggregate as required to produce color indicated.

1. Colored Mortar Pigments for Grout: Natural and synthetic iron and chromium oxides, compounded for use in mortar and grout mixes. Use only pigments that have proved, through testing and experience, to be satisfactory for use in portland cement grout.

a.

C. Standard Cement Grout: ANSI A118.6, sanded.

D. High-Performance Cement Grout: ANSI A118.7, sanded.
1. Polymer Type:

a. Ethylene vinyl acetate or acrylic additive, in dry, redispersible form, prepackaged with other dry ingredients.
b. [**Acrylic resin**] [**or**] [**styrene-butadiene rubber**] in liquid-latex form for addition to prepackaged dry-grout mix.

E. Grout Colors: [**As indicated by manufacturer's designations**] [**Match Architect's samples**] [**As selected by Architect from manufacturer's full range**] <**Insert color**>.

.

F. Water: Potable.

20.12 BITUMINOUS SETTING-BED MIX

A. Mix bituminous setting-bed materials at an asphalt plant in approximate proportion, by weight, of 7 percent asphalt cement to 93 percent fine aggregate unless otherwise indicated. Heat mixture to 300 deg F .

20.13 MORTAR AND GROUT MIXES

A. General: Comply with referenced standards and with manufacturers' written instructions for mix proportions, mixing equipment, mixer speeds, mixing containers, mixing times, and other procedures needed to produce setting-bed and joint materials of uniform quality and with optimal performance characteristics. Discard mortars and grout if they have reached their initial set before being used.

B. Mortar-Bed Bond Coat: Mix neat cement and [**latex additive**] [**water**] to a creamy consistency.

C. Portland Cement-Lime Setting-Bed Mortar: Type M complying with ASTM C270, Proportion Specification.

D. Latex-Modified, Portland Cement Setting-Bed Mortar: Proportion and mix portland cement, sand, and latex additive for setting bed to comply with written instructions of latex-additive manufacturer and as necessary to produce stiff mixture with a moist surface when bed is ready to receive pavers.

E. Latex-Modified, Portland Cement Bond Coat: Proportion and mix portland cement, aggregate, and liquid latex for bond coat to comply with written instructions of liquid-latex manufacturer.

F. Thinset Mortar Bond Coat: Proportion and mix according to manufacturer's written instructions.

G. Job-Mixed Portland Cement Grout: Proportion and mix job-mixed portland cement and aggregate grout to match setting-bed mortar except omit hydrated lime and use enough water to produce a pourable mixture.

1. Pigmented Grout: Select and proportion pigments with other ingredients to produce color required. Do not exceed pigment-to-cement ratio of 1 to 10, by weight.
2. Colored-Aggregate Grout: Produce color required by combining colored aggregates with portland cement of selected color.

H. Packaged Grout: Proportion and mix according to grout manufacturer's written instructions.

PART 21 - EXECUTION

21.1 EXAMINATION

A. Examine surfaces indicated to receive unit paving, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Where unit paving is to be installed over waterproofing, examine waterproofing installation, with waterproofing Installer present, for protection from paving operations, including areas where waterproofing system is turned up or flashed against vertical surfaces.

C. Proceed with installation only after unsatisfactory conditions have been corrected[**and waterproofing protection is in place**].

21.2 PREPARATION

A. Remove substances from concrete substrates that could impair mortar bond, including curing and sealing compounds, form oil, and laitance.

B. Sweep concrete substrates to remove dirt, dust, debris, and loose particles.

C. Proof-roll prepared subgrade according to requirements in Section 312000 "Earth Moving" to identify soft pockets and areas of excess yielding. Proceed with unit paver installation only after deficient subgrades have been corrected and are ready to receive [**subbase**] [**and**] [**base**] course for unit pavers.

21.3 INSTALLATION, GENERAL

A. Do not use unit pavers with chips, cracks, voids, discolorations, or other defects that might be visible or cause staining in finished work.

B. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.

C. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.

1. For concrete pavers, a block splitter may be used.

D. Handle protective-coated brick pavers to prevent coated surfaces from contacting backs or edges of other units. If, despite these precautions, coating does contact bonding surfaces of brick, remove coating from bonding surfaces before setting brick.

E. Joint Pattern: [**Running bond**] [**Herringbone**] [**Basket weave**] [**Grid**] [**As indicated**] [**Match and continue existing unit paver joint pattern**].

F. Pavers over Waterproofing: Exercise care in placing pavers and setting materials over waterproofing so protection materials are not displaced and waterproofing is not punctured or otherwise damaged. Carefully replace protection materials that become displaced and arrange for repair of damaged waterproofing before covering with paving.

1. Provide joint filler at waterproofing that is turned up on vertical surfaces[**unless otherwise indicated; where unfilled joints are indicated, provide temporary filler or protection until paver installation is complete**].

G. Tolerances:

1. Do not exceed 1/32-inch unit-to-unit offset from flush (lippage) or 1/8 inch in 10 feet from level, or indicated slope, for finished surface of paving.
2. Do not exceed[**1/16-inch unit-to-unit offset from flush (lippage) nor 1/8 inch in 24 inches and**] 1/4 inch in 10 feet from level, or indicated slope, for finished surface of paving.

H. Expansion and Control Joints:

1. Provide for sealant-filled joints at locations and of widths indicated. Provide compressible foam filler as backing for sealant-filled joints[**unless otherwise indicated; where unfilled joints are indicated, provide temporary filler until paver installation is complete**]. Install joint filler before setting pavers. Sealant materials and installation are specified in Section 079200 "Joint Sealants."
2. Provide cork joint filler at locations and of widths indicated. Install joint filler before setting pavers. Make top of joint filler flush with top of pavers.

I. Provide edge restraints as indicated. Install edge restraints before placing unit pavers.

1. Install edge restraints to comply with manufacturer's written instructions. Install stakes at intervals required to hold edge restraints in place during and after unit paver installation.
2. For metal edge restraints with top edge exposed, drive stakes at least 1 inch below top edge.

3. Install job-built concrete edge restraints to comply with requirements in Section 033000 "Cast-in-Place Concrete."
4. Where pavers set in mortar bed are indicated as edge restraints for pavers set in aggregate setting bed, install pavers set in mortar and allow mortar to cure before placing aggregate setting bed and remainder of pavers. Cut off mortar bed at a steep angle so it will not interfere with aggregate setting bed.
5. Where pavers embedded in concrete are indicated as edge restraints for pavers set in aggregate setting bed, install pavers embedded in concrete and allow concrete to cure before placing aggregate setting bed and remainder of pavers. Hold top of concrete below aggregate setting bed.

J. Provide steps made of pavers as indicated. Install paver steps before installing adjacent pavers.

1. Where pavers set in mortar bed are indicated for steps constructed adjacent to pavers set in aggregate setting bed, install steps and allow mortar to cure before placing aggregate setting bed and remainder of pavers. Cut off mortar bed at a steep angle so it will not interfere with aggregate setting bed.

21.4 AGGREGATE SETTING-BED APPLICATIONS

A. Compact soil subgrade uniformly to at least [**95**] <**Insert number**> percent of [**ASTM D698**] [**ASTM D1557**] laboratory density.

B. Proof-roll prepared subgrade to identify soft pockets and areas of excess yielding. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.

C. Place separation geotextile over prepared subgrade, overlapping ends and edges at least 12 inches .

D. Place aggregate[**subbase and**] base, compact by tamping with plate vibrator, and screed to depth indicated.

E. Place aggregate[**subbase and**] base, compact to 100 percent of ASTM D1557 maximum laboratory density, and screed to depth indicated.

F. Place drainage geotextile over compacted base course, overlapping ends and edges at least 12 inches .

G. Place leveling course and screed to a thickness of 1 to 1-1/2 inches , taking care that moisture content remains constant and density is loose and uniform until pavers are set and compacted.

H. Treat leveling course with herbicide to inhibit growth of grass and weeds.

I. Set pavers with a minimum joint width of 1/16 inch and a maximum of 1/8 inch , being careful not to disturb leveling base. If pavers have spacer bars, place pavers hand tight against spacer bars. Use string lines to keep straight lines. Fill gaps between units that exceed [**3/8 inch**] <**Insert dimension**> with pieces cut to fit from full-size unit pavers.

1. When installation is performed with mechanical equipment, use only unit pavers with spacer bars on sides of each unit.

J. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a 3500- to 5000-lbf compaction force at 80 to 90 Hz. Use vibrator with neoprene mat on face of plate or other means as needed to prevent cracking and chipping of pavers. Perform at least three passes across paving with vibrator.

1. Compact pavers when there is sufficient surface to accommodate operation of vibrator, leaving at least 36 inches of uncompacted pavers adjacent to temporary edges.
2. Before ending each day's work, compact installed concrete pavers except for 36-inch width of uncompacted pavers adjacent to temporary edges (laying faces).
3. As work progresses to perimeter of installation, compact installed pavers that are adjacent to permanent edges unless they are within 36 inches of laying face.
4. Before ending each day's work and when rain interrupts work, cover pavers that have not been compacted and cover leveling course on which pavers have not been placed with nonstaining plastic sheets to protect them from rain.

K. Spread dry sand and fill joints immediately after vibrating pavers into leveling course. Vibrate pavers and add sand until joints are completely filled, then remove excess sand. Leave a slight surplus of sand on the surface for joint filling.

L. Do not allow traffic on installed pavers until sand has been vibrated into joints.

M. Repeat joint-filling process 30 days later.

21.5 BITUMINOUS SETTING-BED APPLICATIONS

A. Apply primer to concrete slab or binder course immediately before placing setting bed.

B. Prepare for setting-bed placement by locating 3/4-inch- deep control bars approximately 11 feet apart and parallel to one another, to serve as guides for striking board. Adjust bars to subgrades required for accurate setting of paving units to finished grades indicated.

C. Place bituminous setting bed where indicated, in panels, by spreading bituminous material between control bars. Spread mix at a minimum temperature of 250 deg F . Strike setting bed smooth, firm, even, and not less than 3/4 inch thick. Add fresh bituminous material to low, porous spots after each pass of striking board. After each panel is completed, advance first control bar to next position in readiness for striking adjacent panels. Carefully fill depressions that remain after removing depth-control bars.

1. Roll setting bed with power roller to a nominal depth of 3/4 inch . Adjust thickness as necessary to allow accurate setting of unit pavers to finished grades indicated. Complete rolling before mix temperature cools to 185 deg F .

D. Apply neoprene-modified asphalt adhesive to cold setting bed by squeegeeing or troweling to a uniform thickness of 1/16 inch . Proceed with setting of paving units only after adhesive is tacky and surface is dry to touch.

E. Place pavers carefully by hand in straight courses, maintaining accurate alignment and uniform top surface. Protect newly laid pavers with plywood panels on which workers can stand. Advance protective panels as work progresses, but maintain protection in areas subject to continued movement of materials and equipment to avoid creating depressions or disrupting alignment of pavers. If additional leveling of paving is required, and before treating joints, roll paving with power roller after sufficient heat has built up in the surface from several days of hot weather.

F. Joint Treatment: Place unit pavers with hand-tight joints. Fill joints by sweeping sand over paved surface until joints are filled. Remove excess sand after joints are filled.

21.6 MORTAR SETTING-BED APPLICATIONS

A. Saturate concrete subbase with clean water several hours before placing setting bed. Remove surface water about one hour before placing setting bed.

B. Apply mortar-bed bond coat over surface of concrete subbase about 15 minutes before placing mortar bed. Do not exceed 1/16-inch thickness for bond coat. Limit area of bond coat to avoid its drying out before placing setting bed.

C. Apply mortar bed over bond coat; spread and screed mortar bed to uniform thickness at subgrade elevations required for accurate setting of pavers to finished grades indicated.

D. Place reinforcing wire over concrete subbase, lapped at joints by at least one full mesh and supported so mesh becomes embedded in the middle of mortar bed. Hold edges back from vertical surfaces approximately 1/2 inch (13 mm).

E. Place mortar bed with reinforcing wire fully embedded in middle of mortar bed. Spread and screed mortar bed to uniform thickness at subgrade elevations required for accurate setting of pavers to finished grades indicated.

F. Mix and place only that amount of mortar bed that can be covered with pavers before initial set. Before placing pavers, cut back, bevel edge, and remove and discard setting-bed material that has reached initial set.

G. Wet brick pavers before laying if the initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested according to ASTM C67. Allow units to absorb water so they are damp but not wet at time of laying.

H. Place pavers before initial set of cement occurs. Immediately before placing pavers on mortar bed, apply uniform 1/16-inch- thick bond coat to mortar bed or to back of each paver with a flat trowel.

I. Tamp or beat pavers with a wooden block or rubber mallet to obtain full contact with setting bed and to bring finished surfaces within indicated tolerances. Set each paver in a single operation before initial set of mortar; do not return to areas already set or disturb pavers for purposes of realigning finished surfaces or adjusting joints.

J. Spaced Joint Widths: Provide [**3/8-inch**] [**1/2-inch**] [**3/4-inch)**] nominal joint width with variations not exceeding plus or minus [**1/16 inch**] [**1/8 inch**] [**3/16 inch**].

K. Grouted Joints: Grout paver joints complying with ANSI A108.10.

L. Grout joints as soon as possible after initial set of setting bed.

1. Force grout into joints, taking care not to smear grout on adjoining surfaces.
2. Clean pavers as grouting progresses by dry brushing or rubbing with dry burlap to remove smears before tooling joints.
3. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
4. If tooling squeezes grout from joints, remove excess grout and smears by dry brushing or rubbing with dry burlap and tool joints again to produce a uniform appearance.

M. Cure grout by maintaining in a damp condition for seven days unless otherwise recommended by grout or liquid-latex manufacturer.

21.7 REPAIRING, POINTING, AND CLEANING

A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.

B. Pointing: During tooling of joints, enlarge voids or holes and completely fill with grout. Point joints at sealant joints to provide a neat, uniform appearance, properly prepared for sealant application.

C. Cleaning: Remove excess grout from exposed paver surfaces; wash and scrub clean.

1. Remove temporary protective coating as recommended by coating manufacturer and as acceptable to paver and grout manufacturers.
2. Do not allow protective coating to enter floor drains. Trap, collect, and remove coating material.

END OF SECTION 321400

SECTION 328400

PLANTING IRRIGATION

PART 1 – GENERAL.

1.1 SUMMARY

A. Section Includes:

1. Piping.
2. Valves.
3. Automatic control valves.
4. Sprinklers.
5. Drip Irrigation.
6. Controllers.
7. Boxes for automatic control valves.

1.2 SCOPE OF WORK

A. Irrigation system required for this work includes, but is not limited to, the furnishing of all labor, tools, materials, appliances, tests, permits, taxes, etc., necessary for the installation of a landscape irrigation system as herein specified and shown on the drawings, and the removal of all debris from the site.
   1. Locate, purchase, deliver and install piping, conduit, sleeves, 120 volt and low voltage electrical and water connections, valves, backflow preventer devices, controllers, rain sensors, spray and bubbler heads, drip irrigation lines, and associated accessories for a fully operational automatic irrigation system.
   2. Trenching and water settling of backfill material.
   3. Testing and startup of the irrigation system.
   4. Prepare an as built record set of drawings for both the new and existing system.
   5. Training of the Owner's maintenance personnel in the operational requirements of the Irrigation system.
   6. Clean up and disposal of all excess and surplus material.
   7. Maintenance of the irrigation system during the proscribed maintenance period.

1.3 RELATED DOCUMENTS AND REFERENCES

A. Related Documents:
   1. Drawings and general provisions of contract, including general and supplementary conditions and Division I specifications, apply to work of this section.
   2. Related Specification Sections
      a. Section 329300 – Plants (includes planting soils)

b. Section 329200 – Turf and Grasses
c. Section 015639 – Temporary Tree and Plant Protection
d. Sections – Mechanical / Plumbing
e. Sections - Electrical

B. References:
1. American Society of Testing Materials (ASTM): cited section numbers.
2. National Sanitation Foundation (NSF): rating system.
3. Irrigation Association: Turf & Landscape Irrigation Best Management Practices

1.4 PERFORMANCE REQUIREMENTS

A. Irrigation zone control shall be automatic operation with controller and automatic control valves.

B. Location of Sprinklers and Specialties: Design location is approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100 percent irrigation coverage of areas indicated.
1. Irrigation piping and related equipment are drawn diagrammatically. Scaled dimensions are approximate only. Before proceeding with work, carefully check and verify dimensions and immediately notify the Owner's Representative of discrepancies between the drawings or specifications and the actual conditions. Although sizes and locations of plants and or irrigation equipment are drawn to scale wherever possible, it is not within the scope of the drawings to show all necessary offsets, obstructions, or site conditions. The Contractor shall be responsible to install the work in such a manner that it will be in conformance to site conditions, complete, and in good working order.

C. Minimum Working Pressures: The following are minimum pressure requirements for piping, valves, and specialties unless otherwise indicated:

1. Irrigation Main Piping: 200 psi
2. Circuit Piping: 150 psi
3. Designed Running Pressure: 60 gallons per minute; 30 psi at the sprinkler head.

1.5 ACTION SUBMITTALS

A. Pressure testing information / results for the main line and laterals, as noted in PART 3 – *EXECUTION.*

1.6 INFORMATIONAL SUBMITTALS

A. Zoning Chart: Show each irrigation zone and its control valve.

B. Controller Timing Schedule: Indicate timing settings for each automatic controller zone.

C. Field quality-control reports.

1.7 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.As built record set of drawings for both the new and existing system. Include clock scheduling guidance for both standard and daylight savings time, in compliance with the St. Johns River Water Management District.

1.8 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All products are to be those expressed or implied on the Drawings.

B. All products must conform to their respective codes and regulations.

C. All products are to be installed and utilized in accordance with manufacturer's recommendations, Florida Irrigation Society Standards, and general irrigation installation standards and Southern Standard Building and Congress Codes.

2.2 MATERIALS GENERAL

A. All materials shall be of standard, approved and first grade quality and shall be new and in perfect condition when installed and accepted.

B. All controllers, valves, and heads shall be manufactured by the following manufacturer(s) (or approved equal).
   1. All equipment shall be Rainbird.
   2. Hunter is an approved equal.

C. Approval of any items or substitutions indicates only that the product(s) apparently meet the requirements of the drawings and specifications on the basis of the information or samples submitted. The Contractor shall be responsible for the performance of substituted items. If the substitution proves to be unsatisfactory or not compatible with other parts of the system, the Contractor shall replace said items with the originally specified items, including all necessary work and modifications to replace the items, at no cost to the owner.

2.3 PIPING MATERIAL

A. Individual types of pipe and fittings supplied are to be of compatible manufacturer unless otherwise approved. Pipe sizes shown are nominal inside diameter unless otherwise noted.

B. Plastic pipe:

1. All pipe shall be free of blisters, internal striations, cracks, or any other defects or imperfections. The pipe shall be continuously and permanently marked with the following information: manufacturer's name or trade mark, size, class and type of pipe pressure rating, quality control identifications, date of extrusion, and National Sanitation Foundation (NSF) rating.
2. Pressure main line for piping upstream of remote control valves and quick coupling valves:
   a. Pipe smaller than 2 inch diameter (typical of laterals) shall be plastic pipe for use with solvent weld or threaded fittings. Shall be manufactured rigid virgin polyvinyl chloride (PVC) 1220, Type 1, Grade 2 conforming to ASTM D 1785, designated as Schedule 40.
   b. Pipe 2 - 3 inch diameter shall be manufactured rigid virgin polyvinyl chloride (PVC), Type 1, Grade 2 conforming to ASTM D 1785, designated as bell gasket Class 315.
   c. Pipe larger than 3 inch diameter (typical of mainline) shall be manufactured rigid virgin polyvinyl chloride (PVC), Type 1, Grade 2 conforming to ASTM D 1785, designated as bell gasket Class 200 PVC.
3. Non pressure lateral line for piping downstream of remote control valves: plastic pipe for use with solvent weld or threaded fittings. Shall be manufactured rigid virgin polyvinyl chloride PVC 1220 (type 1, grade 2) conforming to ASTM d 1785, designated as Class 200,
   ¾" minimum size.

C. Galvanized pipe shall be used for above ground connections to, backflow prevention device assemblies, hose bibs, and booster pumps and as shown on the plans and details.
   1. Pipe shall be hot dip galvanized continuous welded, seamless, Schedule 40 conforming to applicable current ASTM standards.

2.4 *FITTINGS AND CONNECTIONS:*

A. Polyvinyl chloride pipe fittings and connections: Type II, Grade 1, Schedule 40, high impact molded fittings, manufactured from virgin compounds as specified for piping tapered socket or molded thread type, suitable for either solvent weld or screwed connections. Machine threaded fittings and plastic saddle and flange fittings are not acceptable. Furnish fittings permanently marked with following information: nominal pipe size, type and schedule of material, and National Sanitation Foundation (NSF) seal of approval. PVC fittings shall conform to ASTM D2464 and D2466.

B. Brass pipe fittings, unions and connections: standard 125 pound class 85% red brass fittings and connections, IPS threaded.

C. PVC Schedule 80 threaded risers and nipples: Type I, grade 1, Schedule 80, high impact molded, manufactured from virgin compounds as specified for piping and conforming to ASTM D-2464. Threaded ends shall be molded threads only. Machined threads are not acceptable.

D. Galvanized pipe fittings shall be galvanized malleable iron ground joint Schedule 40 conforming to applicable current ASTM standards.

2.5 *SOLVENT CEMENTS AND THREAD LUBRICANT*

A. Solvent cements shall comply with ASTM D2564. Socket joints shall be made per recommended procedures for joining PVC plastic pipe and fittings with PVC solvent cement and primer by the pipe and fitting manufacturer and procedures outlined in the appendix of ASTM D2564.

B. Thread lubricant shall be Teflon ribbon-type, or approved equal, suitable for threaded installations as per manufacturer's recommendations.

C. Pipe Joint Compound (Pipe dope) shall be used on all galvanized threaded connections. Pipe Joint Compound is a white colored, non-separating thread sealant compound designed to seal threaded connections against leakage due to internal pressure. It shall contain PTFE (Polytetrafluoroethylene) to permit a tighter assembly with lower torque, secure permanent sealing of all threaded connections and allow for easy disassembly without stripping or damaging threads.

2.6 BACKFLOW PREVENTION DEVICES (not on project, as non-potable water is being used)

2.7 *CHECK VALVES*

A. Swing check valves 2 inch and smaller shall be 200 lbs., W.O.G., bronze construction with replaceable composition, neoprene or rubber disc and shall meet or exceed federal specification WW-V 5ld, class a, type iv.

B. Anti drain valves shall be of heavy duty virgin PVC construction with female iron pipe thread inlet and outlet. Internal parts shall be stainless steel and neoprene. Anti drain valves shall be field adjustable against draw out from 5 to 40 feet of head.

C. Check valves shall be as indicated on the drawings.

2.8 REMOTE CONTROL VALVES

A. Remote control valves shall be electrically operated, single seat, normally closed configuration, equipped with flow control adjustment and capability for manual operation.

B. Valves shall be actuated by a normally closed low wattage solenoid using 24 volts, 50/60 cycle solenoid power requirement. Solenoid shall be epoxy encased. A union shall be installed on the discharge end.

C. Remote control valves shall be wired to controller in same numerical sequence as indicated on drawings.

D. Remote control valves shall be as indicated on the drawings.

2.9 DRIP TUBING / DRIP SYSTEM / CONTROL VALVES

A. Rainbird XFDP or equal. All products are to be those expressed or implied on the Drawings.

B. All products must conform to their respective codes and regulations.

2.10 SPRINKLER HEADS

A. All sprinkler heads shall have check valves installed.

B. All sprinkler heads shall be as indicated on the drawings.

C. Riser nipples for all sprinkler heads shall be the same size as the riser opening in the sprinkler body and fabricated as shown on the drawings.

2.11 AUTOMATIC CONTROLLER + COMMUNICATION CARTRIDGE

A. Controller shall be housed in a plastic enclosure. Location is per drawings (interior).

B. Controller shall be equipped with remote access through Ethernet or WiFi signal (as specified on the plans) with associated communication cartridge for weather / evapo-transpiration (ET) information, which adjusts the controller programming based on local climatic conditions. The sensor shall also have a rain sensing shut-off switch, wind sensing shut off switch, and freeze sensing shut-off of switch. Location to be determined in field.

C. Automatic controller shall be as indicated on the drawings.

2.12 CONTROLLER DECODERS (not on project, as single wire system being used)

2.13 *ELECTRICAL CONTROL WIRING*

A. Low voltage
1. The electrical control wire shall be direct burial type UF, no. 14 AWG, solid, single conductor, copper wire UL approved or larger, if required to operate system as designed.
2. For 2-Wire controllers all irrigation wire for the controller, flow sensor, master valve, hydrometer, remote control valves and moisture sensors shall be per the controller manufacturer's specifications and recommendations.
3. Color code wires to each valve. Common wire shall be white.
4. If multiple controllers are being utilized, and wire paths of different controllers cross each other, both common and control wires from each controller to be of different colors.
5. Control wire splices: Splices are when required shall be placed in splice boxes.
6. Wire connections shall be per the controller manufacturer's specifications And recommendations

B. High voltage
1. Shall be of type as required by local codes and ordinances.
2. Shall be of proper size to accommodate needs of equipment it is to serve.

2.14 *VALVE BOXES AND MATERIALS*

A. Valve boxes: valve boxes shall be constructed of ABS (acrylonitrile butadiene styrene) plastic, green in color, with rigid base and sides and shall be supplied with bolt lock cover secured with stainless steel bolts. Cover shall be identified with number of zone OR with value identification tag. Provide box extensions as required.
1. Master valves, flow sensors, remote control irrigation valves, gate valves, and ball valves 3 inch or less in size shall use a 14 inch x 19 inch x 12 inch rectangular box.
2. Quick coupler valves, wire splices, and grounding rods shall use a 10 inch circular box.
3. Lettering: "VALVE BOX" or "IRRIGATION".

2.15 CONCRETE THRUST BLOCKS

A. Concrete thrust blocks shall be sized per the pipe manufactures requirement.

2.16 VALVE IDENTIFICATION TAGS

A. Valve Identification Tags shall be 2.25 inch x 2.65 inch polyurethane. Color: potable water; yellow / Non-potable water; purple. Tags shall be permanently attached to each remote control valve with tamper proof seals as indicated on the drawings.

2.17 EQUIPMENT TO BE FURNISHED TO OWNER

A. Two (2) sets of keys for each automatic controller.

B. Two (2) 48 inch tee wrenches for operating the gate valves.

C. Three (3) sets of special tools required for removing, disassembling and adjusting each type of sprinkler and valve supplied on this project.

D. Five (5) Extra sprinkler heads, nozzles, shrub adapters, nozzle filter screens, for each type used on the project.

E. (If applicable) Two (2) quick coupler keys to match manufacturer type of quick coupler.

2.18 INCIDENTAL MATERIALS AND EQUIPMENT

A. Furnish all materials and equipment not specified above, but which are necessary for completion of the work as intended.

2.19 MAIN LINE LOCATOR TAPE

A. 3 - inch wide plastic detectable locator tape.

2.20 MAIN LINE AND LATERAL LINE BEDDING SAND

A. Sand shall consist of natural or manufactured granular material, free of organic material, mica, loam, clay or other substances not suitable for the intended purpose.

B. Sand shall be masonry sand ASTM C 144 or coarse concrete sand, ASTM C 33.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

A. Code requirements shall be those of state and municipal codes and regulations locally governing this work, providing that any requirements of the drawings and specifications, not conflicting therewith, but exceeding the code requirements, shall govern unless written permission to the contrary is granted by the Owner's Representative.

B. Extreme care shall be exercised at all times by the Contractor in excavating and working in the project area due to existing utilities and irrigation systems to remain. Contractor shall be fully responsible for expenses incurred in the repair of damages caused by their operation.
   1. The Contractor is responsible for identifying and maintaining existing irrigation main lines that supply water to areas on the site as noted on the drawings and outside of the proposed limit of work. The Contractor shall relocate or replace existing irrigation main line piping as required to provide a continuous supply of water to all areas of existing irrigation on site.
      a. Providing continuous water supply shall include hand watering and or the use of watering trucks to provide adequate water.

C. Plan locations of backflow preventers, valves, controllers, irrigation lines, sleeves, spray heads and other equipment are diagrammatic and indicate the spacing and relative locations of all installations. Final site conditions and existing and proposed plantings shall determine final locations and adjusted as necessary and as directed to meet existing and proposed conditions and obtain complete water coverage. Minor changes in locations of the above from locations shown shall be made as necessary to avoid existing and proposed trees, piping, utilities, structures, etc. at the Contractor's expense or when directed by the Owner's Representative.
   1. The Contractor shall be held responsible for relocation of any items without first obtaining the Owner's Representative's approval. The Contractor shall remove and relocate such items at their expense if so directed by the Owner's Representative.

D. Prior to any work the Contractor shall stake out locations of all pipe, valves, equipment and irrigation heads and emitters using an approved staking method and maintain the staking of the approved layout in accordance with the drawings and any required modifications. Verify all horizontal and vertical site dimensions prior to staking of heads. Do not exceed spacing shown

   on drawings for any given area. If such modified spacing demand additional or less material than shown on the drawings, notify the Owner's Representative before beginning any work in the adjacent area.

E. Stub out main line at all end runs and as shown on drawings. Splice wires at existing clock location to extend to new clock *once the new clock is available and operational.*

F. Point of connection shall be approximately as shown on drawings. Connect new underground piping and valves and provide all flanges, adapters or other necessary fittings for connection.

G. Permission to shut off any existing in-use water line must be obtained 48 hours in advance, in writing from the Owner. The Contractor shall receive instructions from the Owner's Representative as to the exact length of time of each shut-off.

H. No fittings shall be installed on pipe underneath pavement or walls.

I. Prior to starting any work, Contractor shall obtain a reading of existing static water pressure (no flow condition) at the designated point of connection and immediately submit written verification of pressure with date and time of recording to Owner's Representative.

3.2 TRENCHING, DIRECTIONAL BORING AND SLEEVING

A. Perform all trenching, directional boring, sleeving and excavations as required for the installation of the work included under this section, including shoring of earth banks to prevent cave ins.

B. The Contractor may directional bore lines where it is practical or where required on the plans.
   1. Extend the bore 1' past the edge of pavement unless noted differently on the plans
   2. Cap ends of each bore and locate ends at finished grade using metal stakes.
   3. All boring and sleeving shall have detectable locator tape placed at the ends of the pipe.

C. Make trenches for mains, laterals and control wiring straight and true to grade and free of protruding stones, roots or other material that would prevent proper bedding of pipe or wire.

D. Excavate trenches wide enough to allow a minimum of 4 - inch between parallel pipelines and 8 inch from lines of other trades. Maintain 3 - inch vertical clearance between irrigation lines. Minimum transverse angle is 45 degrees. All pipes shall be able to be serviced or replaced without disturbing the other pipes.

E. Trenches for pipelines shall be made of sufficient depth to provide the minimum cover from finished grade as follows:
   1. Main line: 18 inches below finish grade and 24 inches below paved areas in Schedule 40 PVC sleeves.
   2. Irrigation (especially reclaimed) water constant pressure main lines shall cross at least twelve (12) inches below potable water lines.
      a. If a constant pressure irrigation (especially reclaimed) water main line must be installed above a potable water line or less than twelve (12) inches below a potable water line, then reclaimed water line shall be installed within an approved

         protective sleeve. The sleeve shall extend ten (10) feet from each side of the center of the potable line, for a total of twenty (20) feet.
   3. Lateral lines: 12 inches below finish grade and 18 inches below paved areas in Schedule 40 PVC sleeves.

4. Control wiring: to the side of pressure main line in Schedule 40 PVC sleeves.

F. When trenching through areas of imported or modified soil, deposit imported or modified soils on one side of trench and subsoil on opposite side.

G. Backfill the trench per the requirements in paragraphs "Backfilling and Compacting" below.

3.3 PIPING INSTALLATION

A. General Pipe Installation
1. Exercise caution in handling, loading and storing, of plastic pipe and fittings to avoid damage.
   a. The pipe and fittings shall be stored under cover until using, and shall be transported in a vehicle with a bed long enough to allow the length of pipe to lay flat so as not to be subjected to undue bending or concentrated external load at any point.
   b. All pipe that has been dented or damaged shall be discarded unless such dent or damaged section is cut out and pipe rejoined with a coupling.
2. Trench depth shall be as specified above from the finish grade to the top of the pipe.
3. Install warning tape directly above pressure piping, 12 inches below finished grades, except 6 inches below subgrade under pavement and slabs.

B. Polyvinyl Chloride Pipe (PVC) Installation
1. Under no circumstance is pipe to rest on concrete, rock, wood blocks, construction debris or similar items.
2. Install PVC piping in dry weather when temperature is above 40 deg F. Allow joints to cure at least 24 hours at temperatures above 40 deg F before testing.
3. No water shall be permitted in the pipe until a period of at least 24 hours has elapsed for solvent weld setting and curing.
4. Install assemblies and pipe to conform to respective details and where shown diagrammatically on drawings, using first class workmanship and best standard practices as approved. All fittings that are necessary for proper connections such as swing joints, offsets, and reducing bushings that are not shown on details shall be installed as necessary and directed as part of the work.
5. Dielectric bushings shall be used in any connections of dissimilar metals.
6. Gasketed plastic pipe: pipe-to-pipe joints or pipe to fittings shall be made in accordance
with manufacturer's specifications.
7. Solvent weld or threaded plastic pipe:
   a. Installation of all pipe and fittings shall be in strict accordance with manufacturer's
specifications.
   b. Pipe shall be cut using approved PVC pipe cutters only. Sawed joints are disallowed. All field cuts shall be beveled to remove burrs and excess before gluing.
   c. Welded joints shall be given a minimum of 15 minutes to set before moving or handling. Excess solvent on the exterior of the joint shall be wiped clean

immediately after assembly.

d. Plastic to metal connections shall be made with plastic adapters and if necessary, short (not close) brass threaded nipples. Connection shall be made with two (2) wraps of Teflon tape and hand tightened plus one turn with a strap wrench.
e. Snake pipe horizontally in trench to allow one (1) foot of expansion and contraction per 100 feet of straight run.
f. Threaded pipe joints shall be made using Teflon tape. Solvent shall not be used with threaded joints. Pipe shall be protected from tool damage during assembly. All damaged pipe shall be removed and replaced. Take up threaded joints with light wrench pressure.
g. No close nipples or risers are allowed. Cross connections in piping is disallowed.
h. Center load pipe at 10 feet on center intervals with small amount of backfill to prevent arching and slipping under pressure. Other than this preliminary backfill all pipe joints, fittings and connections are to remain uncovered until successful completion of hydrostatic testing and written approval of the testing report.
i. Concrete thrust blocks shall be constructed behind all pipe fittings 1-1/2 inch diameter and larger at all changes of direction of 45 degrees or more.
j. PVC Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
    1) Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
    2) PVC Pressure Piping: Join schedule number, ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule- number PVC pipe and socket fittings according to ASTM D 2855.
    3) PVC Nonpressure Piping: Join according to ASTM D 2855.

3.4 *TRENCHING, DIRECTIONAL BORING, AND SLEEVING REVIEW:*

A. Upon completion and installation of all trenching, directional boring, and sleeving, all installed irrigation control wiring, lines and fittings shall be visually observed by the Owner's Representative unless otherwise authorized. Do not cover any wires, lines or fittings until they have been tested and observed by the Owner's Representative.

3.5 *FLUSHING*

A. Openings in piping system during installation are to be capped or plugged to prevent dirt and debris from entering pipe and equipment. Remove plugs when necessary to flush or complete system.

B. After completion and prior to the installation of any terminal fittings, the entire pipeline system shall be thoroughly flushed to remove dirt, debris or other material.

3.6 *HYDROSTATIC PRESSURE TESTING*

A. After flushing, and the installation of valves the following tests shall be conducted in the sequence listed below. The Contractor shall furnish all equipment; materials and labor necessary to perform the tests and all tests shall be conducted in the presence of the Owner's Representative.

B. Water pressure tests shall be performed on all pressure main lines before any couplings, fittings, valves and the like are concealed.

C. Immediately prior to testing, all irrigation lines shall be purged of all entrapped air or debris by adjusting control valves and installing temporary caps forcing water and debris to be discharged from a single outlet.

D. Test all pressure main line at 150 PSI. For a minimum of four (4) hours with an allowable loss of 5 PSI. Pressure and gauges shall be read in PSI, and calibrated such that accurate determination of potential pressure loss can be ascertained.

E. Re test as required until the system meets the requirements. Any leaks, which occur during test period, will be repaired immediately following the test. All pipe shall be re tested until final written acceptance.

F. The Contractor is responsible for proving documentation stating the weather conditions, date, the start time and initial water pressure readings, the finish time and final water pressure readings and the type of equipment used to perform the test. The documentation must be signed by a witness acceptable to the Owner, verifying all of the above-mentioned conditions.

G. Submit a written report of the pressure testing results with the other above required information to the Owner's Representative for approval.

3.7 BACKFILLING AND COMPACTING

A. Irrigation trenches shall be carefully backfilled with material approved for backfilling and free of rocks and debris one (1) inch in diameter and larger. When back filling trenches in areas of imported or modified planting soil, replace any excavated subsoil at the bottom and the imported soil or modified planting soil at the top of the trench.

B. Backfill shall be compacted with approved equipment to the following densities
   1. Backfill under pavement and within 2 feet of the edge of pavement: Compact to 95% or greater of maximum dry density standard proctor.
   2. Backfill of subsoil under imported planting mixes or modified existing planting soil: Between 85 and 90% of maximum dry density standard proctor.
   3. Backfill of imported planting mixes or modified existing planting soil: Compact to the requirements of the adjacent planting mix or planting soil as specified in section "Planting Soil".

C. Finish grade of all trenches shall conform to adjacent grades without dips or other irregularities. Dispose of excess soil or debris off site at Contractor's expense.

D. Any settling of backfill material during the maintenance or warranty period shall be repaired at the Contractor's expense, including any replacement or repair of soil, lawn, and plant material or paving surface.

3.8 RESURFACING PAVING OVER TRENCHES

A. Restore all surfaces and repair existing underground installations damaged or cut as a result of
the excavation to their original condition, satisfactory to the Owner's Representative.

B. Trenches through paved areas shall be resurfaced with same materials quality and thickness as existing material. Paving restoration shall be performed by the project paving Sub-contractor or an approved Contractor skilled in paving work.

C. The cost of all paving restoration work shall be the responsibility of the irrigation Contractor unless the trenching thru the paving was, by previous agreement, part of the general project related construction.

3.9 INSTALLATION OF EQUIPMENT

A. General:
1. All equipment shall be installed to meet all installation requirements of the product manufacturer. In the event that the manufactures requirements cannot be implemented due to particular condition at the site or with other parts of the design, obtain the Owner's Representative's written authorization and approval for any modifications.
2. Install all equipment at the approximately at the location(s) and as designated and detailed on the drawings. Verify all locations with the Owner's Representative.
3. Install all valves within a valve box of sufficient size to accommodate the installation and servicing of the equipment. Group valves together where practical and locate in shrub planting areas.
4. All sprinkler irrigation systems that are using water from potable water systems shall require backflow prevention. All backflow prevention devices shall meet and be installed in accordance with requirements set forth by local codes and the health department. This water is from the stormwater ponds, so backflow prevention is not anticipated.

B. Pressure regulator:
1. Set regulator for required PSI per manufacturer's specifications.

C. Remote control valves:
1. Install one remote control valve per valve box.
2. Remote control valve manifolds and quick coupler valves shall be separate allowing use of a quick coupler with all remote control valves shut off.
3. Install boxes no farther than 12 inches from edge of paving and perpendicular to edge of paving and parallel to each other. Allow 12 inches clearance between adjacent valve boxes.

D. Sprinkler heads:

1. All main lines and lateral lines, including risers, shall be flushed and pressure tested before installing sprinkler heads.
2. Install specified sprinkler heads as shown in details at locations shown on the drawings. Adjust layout for full coverage, spacing of heads shall not exceed the maximum spacing recommended by the manufacturer.
3. Locate part-circle sprinklers to maintain a minimum distance of 4 inches from walls and 2 inches from other boundaries unless otherwise indicated.
4. All sprinkler heads shall be set perpendicular to finish grade unless otherwise designated on the drawings or details.

E. Irrigation controllers:

1. Remote control valves shall be connected to controller in numerical sequence as shown on the drawings.
2. Controller shall be tested with complete electrical connections. The Contractor shall be responsible for temporary power to the controller for operation and testing purposes.
3. Connections to control wiring shall be made within the pedestal of the controller. All wire shall follow the pressure main insofar as possible.
4. Electrical wiring shall be in a rigid gray PVC plastic conduit from controller to electrical outlet. The electrical Contractor shall be responsible for installing all wiring to the controller, in order to complete this installation. A disconnect switch shall be included.
5. Equipment Mounting: Install interior controllers on wall in location shown on drawings.
    a. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
    b. Install anchor bolts to elevations required for proper attachment to supported equipment.

F. Wiring:

1. Low Voltage
    a. Control wiring between controller and electrical valves shall be installed in the same trench as the main line where practical. The wire shall be bundled and secured to the lower quadrant of the trench at 10 foot intervals with plastic electrical tape.
    b. When the control wiring cannot be installed in the same main line trench it shall be installed a minimum of 18 inches below finish grade and a bright colored plastic ribbon with suitable markings shall be installed in the trench 6 inches below grade directly over the wire.
    c. An expansion loop shall be provided every 500 feet in a box and inside each valve box. Expansion loop shall be formed by wrapping wire at least eight (8) times around a ¾ inch pipe and withdrawing pipe.
    d. Provide one control wire to service each valve in system.
    e. Run two (2) spare #14 1 wires from controller along entire main line to last electric remote control valve on each and every leg of main line. Label spare wires at controller and wire stub to be located in a box.
    f. All control wire splices not occurring at control valve shall be installed in a

separate splice valve box.

g. Wire markers (sealed, 1 inch to 3 inch square) are to identify control wires at valves and at terminal strips of controller. At the terminal strip mark each wire clearly indicting valve circuit number.

2. High Voltage
   a. All electrical work shall conform to local codes, ordinances and any authorities having jurisdiction. All high voltage electrical work to be performed by licensed electrician.
   b. The Contractor shall provide 120-volt power connection to the automatic controller unless noted otherwise on drawings.

G. Valve boxes:
1. Install one valve box for each type of valve installed as per the details.
2. Gravel sump shall be installed after compaction of all trenches. Final portion of gravel shall be placed inside valve box after valve is backfilled and compacted.
3. Permanently label valve number and or controller letter on top of valve box lid using a method approved by the Owners Representative.

H. Tracer wire:
1. Tracer wire shall be installed with non metallic plastic irrigation main lines where controller wires are not buried in the same trench as the main line.
2. The tracer wire shall be placed on the bottom of the trench under the vertical projection of the pipe with spliced joints soldered and covered with insulation type tape.
3. Tracer wire shall be of a color not used for valve wiring. Terminate wire in a valve box. Provide enough length of wire to make a loop and attach wire marker with the designation "tracer wire".

I. Drip Installation:
1. Clamp fittings with Oetiker clamps or approved equal when operating pressure exceeds specific drip tubing fitting requirements.
2. When installing drip tubing, install soil staples as listed below:
   a. Sandy Soil - One staple every three (3') feet and two (2) staples on each change of
   direction (tee, elbow, or cross).
3. Cap or plug all openings as soon as lines have been installed to prevent the intrusion of materials that would obstruct the pipe. Leave in place until removal is necessary for completion of installation.
4. Thoroughly flush all water lines before installing valves and other hydrants.

3.10 IDENTIFICATION

A. Identify system components.

B. Equipment Nameplates and Signs: Install engraved plastic-laminate equipment nameplates and signs on each automatic controller.

1. Text: In addition to identifying unit, distinguish between multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.

C. Warning Tapes: Arrange for installation of continuous, underground, detectable warning tapes over underground piping during backfilling of trenches.

3.11 ADJUSTMENT AND COVERAGE TEST

A. Adjustment:
1. The Contractor shall flush and adjust all sprinkler heads, valves and all other equipment to ascertain that they function according to the manufacturer's data.
2. Adjust all sprinkler heads not to overspray onto walks, roadways and buildings when under maximum operating pressure and during times of normal prevailing winds.

B. Coverage test:
1. The Contractor shall perform the coverage test in the presence of the Owner's Representative after all sprinkler heads have been installed, flushed and adjusted. Each section is tested to demonstrate uniform and adequate coverage of the planting areas serviced.
2. Any systems that require adjustments for full and even coverage shall be done by the Contractor prior to final acceptance at the direction of the Owner's Representative at no additional cost. Adjustments may also include realignment of pipes, addition of extra heads, and changes in nozzle type or size.
3. The Contractor at no additional cost shall immediately correct all unauthorized changes or improper installation practices.
4. The entire irrigation system shall be operating properly with written approval of the
installation by the Owner's representative prior to beginning any planting operations.

3.12 REPAIR OF PLANTING SOIL

A. Any areas of planting soil including imported or existing soils or modified planting soil which become compacted or disturbed or degraded as a result of the installation of the irrigation system shall be restored to the specified quality and compaction prior to beginning planting operations at no additional expense to the Owner. Restoration methods and depth of compaction remediation shall be approved by the Owner's Representative.

3.13 CLEAN-UP

A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.
1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and

neighboring property.

B. Once installation is complete, wash all soil from pavements and other structures.
   1. Make all repairs to grades ruts, and damage to the work or other work at the site.
   2. Remove and dispose of all excess soil, packaging, and other material brought to the site by the Contractor.

3.14 PROTECTION

A. The Contractor shall protect installed irrigation work from damage due to operations by other Contractors or trespassers.
   1. Maintain protection during installation until Acceptance. Treat, repair or replace damaged work immediately. The Owner's Representative shall determine when such treatment, replacement or repair is satisfactory.

3.15 PRE MAINTENANCE OBSERVATION:

A. Once the entire system shall be completely installed and operational and all planting is installed, the Owner's Representative shall observe the system and prepare a written punch list indicating all items to be corrected and the beginning date of the maintenance period.

B. This is not final acceptance and does not relieve the Contractor from any of the responsibilities in the contract documents.

3.16 GENERAL MAINTENANCE AND THE MAINTENANCE PERIOD

A. General maintenance shall begin immediately after installation of irrigation system. The general maintenance and the maintenance period shall include the following:
   1. On a weekly basis the Contractor shall keep the irrigation system in good running order and make observations on the entire system for proper operation and coverage. Repair and cleaning shall be done to keep the system in full operation.
   2. Records of all timing changes to control valves from initial installation to time of final acceptance shall be kept and turned over to the Owner's Representative at the time of final acceptance.
   3. During the last week of the maintenance period, provide equipment familiarization and instruction on the total operations of the system to the personnel who will assume responsibility for running the irrigation system.
      a. Fully set up and ensure operation of the Rainbird IQ platform with the Owner.
   4. At the end of the maintenance period, turn over all operations logs, manuals, instructions, schedules, keys and any other equipment necessary for operation of the irrigation system to the Owner's Representative who will assume responsibility for the operations and maintenance of the irrigation system.

B. The maintenance period for the irrigation system shall coincide with the maintenance period for the Planting. (See specification section 329300 Plants and Section 329200 Turf

and Grasses.)

3.17 SUBSTANTIAL COMPLETION ACCEPTANCE

A. Upon written notice from the Contractor, the Owners Representative shall review the work and make a determination if the work is substantially complete.

B. The date of substantial completion of the irrigation shall be the date when the Owner's Representative accepts that all work in Planting, Planting Soil, and Irrigation installation sections is complete.

3.18 FINAL ACCEPTANCE / SYSTEM MALFUNCTION CORRECTIONS

A. At the end of the Plant Warrantee and Maintenance period, (See specification section "Planting") the Owner's Representative shall inspect the irrigation work and establish that all provisions of the irrigation system are complete and the system is working correctly.
   1. Restore any soil settlement over trenches and other parts of the irrigation system.
   2. Replace, repair or reset any malfunctioning parts of the irrigation system.

B. The Contractor shall show all corrections made from punch list. Any items deemed not acceptable shall be reworked and the maintenance period will be extended.

C. The Contractor shall show evidence that the Owner's Representative has received all charts, records, drawings, and extra equipment as required before final acceptance.

D. Failure to pass review: If the work fails to pass final review, any subsequent observations must be rescheduled as per above. The cost to the Owner for additional observations will be charged to the Contractor at the prevailing hourly rate of the reviewer.

END OF SECTION

SECTION 329200

TURF AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Sodding.

1.2 *SCOPE OF WORK*

A. The scope of work includes all labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of turf complete as shown on the drawings and as specified herein.

B. The scope of work in this section includes, but is not limited to, the following:
1. Locate, purchase, deliver and install all specified turf and seed (if applicable).
2. Water all specified turf.
3. Maintenance of all specified turf until the beginning of the warranty period.
4. Clean up and disposal of all excess and surplus material.
5. Maintenance of all specified plants during the warranty period.

C. Achieve establishment as defined in this section for sod and seeding areas.

1.3 *CONTRACTOR RESPONSIBILITIES*

A. Provide all equipment, materials and labor necessary for completion of work.

B. Obtain all necessary permits, licenses and fees necessary for completion of the work. Comply with all applicable codes.

C. Provide safe storage for all equipment and materials. Keep pavements clean and work area in an orderly condition.

D. Conduct a pre-installation conference on the Project Site.

E. Coordinate all work around underground utilities with Owner and General Contractor to avoid conflict with other portions of the work on this project. Determine location of underground utilities before excavating; hand excavate where required to avoid damage to utilities. Contact utility locating services at least 72 hours before excavation. The utility location service for most utilities is the Florida Utility Locating Service at 800- 432-4770.

F. Repair, at no cost to the Owner, any damage occurring on the property, adjacent properties, or right-of-way by his work or his employees.

G. Carry all necessary insurance as specified in the General Conditions.

H. Make all necessary adjustments to establish healthy, vigorous sod. Fine grading for an even final appearance is critical.

1.4 VERIFICATION

A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Representative of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Representative.

B. In the case of a discrepancy in the turf quantities between the plan drawings and the plant call outs, list or plant schedule, the square footage of the turf bed actually drawn on the plan drawings shall be deemed correct and prevail.

1.5 RELATED DOCUMENTS AND REFERENCES

A. Related Documents:
   1. Drawings and general provisions of contract including general and supplementary conditions and Division I specifications apply to work of this section
   2. Related Specification Sections
      a. Section 329300 – Plants
      b. Section 328400 – Planting Irrigation
      c. Section 015639 – Temporary Tree and Plant Protection

B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail or as determined by the Owners Representative.
   1. ANSI Z60.1 American Standard for Nursery Stock, most current edition.
   2. ANSI A 300 – Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current edition and parts.
   3. Florida Grades and Standards for Nursery Stock, current edition (Florida Department of Agriculture, Tallahassee FL).
   4. Interpretation of plant names and descriptions shall reference the following documents. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.
      a. USDA - The Germplasm Resources Information Network (GRIN)

http://www.ars- grin.gov/npgs/searchgrin.html

b. Manual of Woody Landscape Plants; Michael Dirr; Stipes Publishing, Champaign, Illinois; Most Current Edition.

5. Pruning practices shall conform to recommendations "Structural Pruning: A Guide For The Green Industry" most current edition; published by Urban Tree Foundation, Visalia, California.
6. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.

1.6 RELATED DOCUMENTS AND REFERENCES

A. Related Documents:
   1. Drawings and general provisions of contract including general and supplementary conditions and Division I specifications apply to work of this section
   2. Related Specification Sections
      a. Section 329300 – Plants
      b. Section 328400 – Planting Irrigation
      c. Section 015639 – Temporary Tree and Plant Protection

B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail or as determined by the Owners Representative.

1.7 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.

B. Healthy: Plants that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar's horticultural description, adjusted for the planting site soil, drainage and weather conditions.

C. Maintenance: Actions that preserve the health of plants after installation and as defined in this specification.

D. Maintenance period: The time period, as defined in this specification, which the Contractor is to provide maintenance.

E. Normal: the prevailing protocol of industry standard(s).

F. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

G. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

H. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See drawing designations for planting soils.

I. Reasonable and reasonably:
   1. When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project.
   2. When reasonable or reasonably is used in relation to other issues such as weeds, diseased, insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management practices.
   3. This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Owner's Representative's expert shall determine when conditions are judged as reasonable.

J. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.

K. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

L. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.8 SUBMITTALS

A. All submittals are to be made in writing per the General Conditions.

B. Landscape Contractor Qualifications: Submit contractor qualifications before award, if requested. Include the date the business was established and a list of 3 completed installations of similar scope. Include location; name and address of owner; and date when each project was completed.

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
2. Maintenance Proximity: Not more than two (2) hours' normal travel time from Installer's place of business to Project site.
3. Pesticide Applicator: State licensed, commercial.

C. Product Data: For each type of product indicated.

1. Soil testing, if requested by Owner.

2. Fertilizers.

3. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project

4. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

D. Product Certificates: For soil amendments and fertilizers, from manufacturer.

E. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required initial maintenance periods.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.

C. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk fertilizers, lime, and soil amendments with appropriate certificates.

1.10 PROJECT CONDITIONS

A. Landscape work may proceed at any time or season agreed upon by the Contractor and the Owner's Representative. However, schedule and perform landscape work only when weather and soil conditions are suitable in accordance with local practice. Do not install plant materials when temperatures drop below 35 degrees or above 95 degrees Fahrenheit, nor when wind velocity exceeds 10 miles per hour. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.

1.11 MAINTENANCE SERVICE

A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:

1. Seeded Turf: 90 days from date of Substantial Completion. (note: seeding not in project; sodded turf only.)

    a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

2. Sodded Turf: Sixty (60) days from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 TURFGRASS SOD

A. Turfgrass Sod: Certified, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.

B. Turfgrass Species: Common Bermuda (Cynodon dactylon)

2.2 PLANTING SOIL

A. Fine sand or loamy fine sand indigenous to the area suitable for plant growth that is free of weeds, roots, stumps, rocks larger than 1/2" diameter, organic muck, hard pan, toxic substances detrimental to plant growth, and construction debris such as limerock, concrete, and asphalt pieces. Deliver in a normally moist condition, neither muddy nor wet. Soil used for topsoil shall meet the following criteria measured in accordance with the appropriate AASHTO and ASTM standard:

1. USDA Texture: Fine Sand, Loamy fine sand
2. AASHTO Classification: A-3
3. pH 5.0-7.5
4. Deleterious Material 0-2% maximum by mass (rocks, roots, sod)
5. Organic Matter Content 1-10% by mass
6.Sand Content 80-96% by mass
7.Silt & Clay Content 3-10% by mass

Use existing soil in plant pits if the soil complies with the standard for topsoil, unless the soil is contaminated with limerock, clay, brush, weeds, roots, stumps, stones larger than 1 ½ inches in any dimension, litter and other extraneous or toxic matter harmful to plant growth. Remove contaminated soil and replace with acceptable stockpiled existing soil, new topsoil or yard sand.

2.3 ORGANIC SOIL AMENDMENTS

A. In areas requiring additional organic material, provide 100% organic soil conditioner, free of limerock, clay, brush, weeds, roots, stumps, gravel, litter and other extraneous or toxic matter harmful to plant growth. Soil conditioner shall be one of the following:
   1. Compost: Meet requirements of Florida Department of Environmental Protection Rule
      62.709.550 Type Y (yard waste). Compost shall be 100% organic yard and tree trimmings with a 25/1 carbon/nitrogen ratio, mature and stable, free of pathogens, weed seeds, and debris, composted for a minimum of 15 days at 131 degrees F., with at least 3 turnings, then shredded to pass through a 1/2 inch mesh screen. Available from Enviro- Comp Services, Inc.; 11771 Phillips Highway; Jacksonville, Fl 32256; 904-292-1828.
   2. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials. Mechanically shredded pine bark with at least 90% of particle size ¼" or less. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. of loose sawdust or ground bark.

2.4 FERTILIZERS

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

   1. Composition: Develop to address soil test. If no soil test is required, provide 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
   2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.5 PESTICIDES

A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If soil does not meet definition for PLANTING SOIL (as defined in part 2) or contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.

3.2 TURF AREA PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations. Protect grade stakes set by others until directed to remove them.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C.

D. Remove shrubs and root mass to depth of 12” minimum. Trees and palms shall remain as indicated on the plans.

E. Limit turf subgrade preparation to areas to be planted.

F. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1/2 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply commercial fertilizer (as defined in part 2) directly to subgrade before loosening.

2. Thoroughly blend planting soil off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.Spread planting soil to a depth of 4 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet. Reduce elevation of planting soil to allow for soil thickness of sod.

G. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:

1. Remove existing grass, vegetation, and turf. Do not mix into surface soil. Apply pre- and post-emergent herbicides.

2. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
3. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.

H. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch (13 mm) of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.

I. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

J. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.3 SOD AREA PREPARATION

A. Newly Graded Subgrades: Loosen compacted areas, determined with Landscape Architect, to a minimum depth of 4 inches. Remove stones larger than 2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

B. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:

1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
2. Loosen surface soil, if compacted, to a depth of at least 6 inches. Determine areas of compaction with Landscape Architect. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 4 inches of soil. Till soil to a homogeneous mixture of fine texture.

    a. Apply fertilizer directly to surface soil before loosening.

3. Remove stones larger than 2 inches in any dimension and sticks, roots, trash, and other extraneous matter.Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.Weed Removal: Apply an application of a glyphosate herbicide suchas Roundup, per manufacturers recommendation, rake out dead material. Repeat application if necessary. Allow soil to recover a minimum of two (2) weeks prior to seeding.

C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.

D. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

E. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

A. Prepare area as specified in "Turf Area Preparation" Article.

B. For erosion-control mats, install planting soil in two lifts, with second lift equal to thickness of erosion-control mats. Install erosion-control mat and fasten as recommended by material manufacturer.

C. Fill cells of erosion-control mat with planting soil and compact before planting.

D. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by

material manufacturer.

E. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.5 SODDING

A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.

1. Lay sod across angle of slopes exceeding 1:3.
2. (If applicable) Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.6 TURF MAINTENANCE

A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or

newly planted areas.

2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.

C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:

D. Turf Post-fertilization: Apply fertilizer after initial mowing and when grass is dry.

3.7 MEADOW MAINTENANCE

A. Maintain and establish meadow by watering, weeding, trimming, replanting, and performing other operations as required to establish a healthy, viable meadow. Regrade, and replant bare or eroded areas and re-mulch. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and meadow damaged or lost in areas of subsidence.

2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.Apply treatments as required to keep meadow and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

B. Watering: Install and maintain temporary piping, hoses, and meadow-watering equipment to convey water from sources and to keep meadow uniformly moist.

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
2. Water meadow with fine spray at a minimum rate of 1/2 inch per week for six weeks after planting unless rainfall precipitation is adequate.

3.8 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Landscape Architect / Owner's Representative:

1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with

coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.

2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even- colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.

B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.9 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.10 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION

SECTION 329300

PLANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Plants (trees, shrubs, groundcover, etc.).

1.2 SCOPE OF WORK

A. The scope of work includes all labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of plant (also known as "landscaping") complete as shown on the drawings and as specified herein.

B. The scope of work in this section includes, but is not limited to, the following:
   1. Locate, purchase, deliver and install all specified plants.
   2. Water all specified plants.
   3. Mulch, fertilize, stake, and prune all specified plants.
   4. Maintenance of all specified plants until the beginning of the warranty period.
   5. Plant warranty.
   6. Clean up and disposal of all excess and surplus material.
   7. Maintenance of all specified plants during the warranty period.

1.3 CONTRACTOR RESPONSIBILITIES

A. Provide all equipment, materials and labor necessary for completion of work.

B. Obtain all necessary permits, licenses and fees necessary for completion of the work. Comply with all applicable codes.

C. Provide safe storage for all equipment and materials. Keep pavements clean and work area in an orderly condition.

D. Conduct a pre-installation conference on the Project Site.
   1. Prior to the start of work, prepare a detailed schedule of the work for coordination with other trades.
   2. Relative positions of all plants and trees are subject to approval of the owner's representative. See Part 3 Execution for more information.

3.

E. Coordinate all work around underground utilities with Owner and General Contractor to avoid conflict with other portions of the work on this project. Determine location of underground utilities before excavating; hand excavate where required to avoid damage to utilities. Contact utility locating services at least 72 hours before excavation. The utility location service for most utilities is the Florida Utility Locating Service at 800-432-4770.

F. Repair, at no cost to the Owner, any damage occurring on the property, adjacent properties, or right-of-way by his work or his employees.

G. Carry all necessary insurance as specified in the General Conditions.

H. Make all necessary adjustments to establish healthy, vigorous plants. Fine grading for an even final appearance is critical.

1.4 VERIFICATION

A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Representative of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Representative.

B. In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.

1.5 RELATED DOCUMENTS AND REFERENCES

A. Related Documents:
   1. Drawings and general provisions of contract including general and supplementary conditions and Division I specifications apply to work of this section
   2. Related Specification Sections
      a. Section 329200 – Turf and Grasses
      b. Section 328400 – Planting Irrigation
      c. Section 015639 – Temporary Tree and Plant Protection

B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail or as determined by the Owners Representative.

1. ANSI Z60.1 American Standard for Nursery Stock, most current edition.
2. ANSI A 300 – Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current edition and parts.
3. Florida Grades and Standards for Nursery Stock, current edition (Florida Department of Agriculture, Tallahassee FL).
4. Interpretation of plant names and descriptions shall reference the following documents. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.
   a. USDA - The Germplasm Resources Information Network (GRIN) http://www.ars- grin.gov/npgs/searchgrin.html
   b. Manual of Woody Landscape Plants; Michael Dirr; Stipes Publishing, Champaign, Illinois; Most Current Edition.
5. Pruning practices shall conform to recommendations "Structural Pruning: A Guide For The Green Industry" most current edition; published by Urban Tree Foundation, Visalia, California.
6. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.

1.6 DEFINITIONS

A. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1. Soil shall be removed to expose root flare if not evident at installation. Trees growing in field soil for at least 12 months prior to harvest.

B. Bare-Root Stock: Not Allowed.

C. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well- established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required. Kinked / circling roots shall not be allowed.

D. Finish Grade: Elevation of finished surface of planting soil.

E. Healthy: Plants that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar's horticultural
F. description, adjusted for the planting site soil, drainage and weather conditions.

G. Kinked ("circling") root: A root within the root package that bends more than 90 degrees. Also
see "Stem Girdling Roots".

H. Maintenance: Actions that preserve the health of plants after installation and as defined in this specification.

I. Maintenance period: The time period, as defined in this specification, which the Contractor is to provide maintenance.
J. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
K. Normal: the prevailing protocol of industry standard(s).

L. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

M. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

N. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.

O. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. Per plans.

P. Reasonable and reasonably:
   1. When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project.
   2. When reasonable or reasonably is used in relation to other issues such as weeds, diseased, insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management practices.

3. This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Owner's Representative's expert shall determine when conditions are judged as reasonable.

Q. Root ball: The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.

R. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk. Soil should be removed to expose this flare if needed.

S. Root Stabilization System: As directed by plans, 2x2 pine stakes with associated crossbars. These shall be used in place of standard staking/guying details.Shrub: Woody plants with mature height approximately less than 15 feet.

T. Spade harvested and transplanted: Field grown trees that are mechanically harvested and immediately transplanted to the final growing site without being removed from the digging machine.

U. Stem Girdling Roots: Any root more than ¼ inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered as Stem Girdling that have, or are likely to have in the future, root to trunk bark contact. Roots that encircle the stems (trunks) of trees below the soil surface. Potential circling roots shall be removed upon installation to avoid such problems.

V. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.

W. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

X. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

Y. Structural root: One of the largest roots emerging from the root collar.

Z. Tree: Single and multi-stemmed plants with mature height approximately greater than 15 feet.

1.7 SUBMITTALS

A. All submittals are to be made in writing per the General Conditions.

B. Landscape Contractor Qualifications: Submit contractor qualifications before award, if requested. Include the date the business was established and a list of 3 completed installations of similar scope. Include location; name and address of owner; and date when each project was completed.

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
2. Maintenance Proximity: Not more than two (2) hours' normal travel time from Installer's place of business to Project site.
3. Pesticide Applicator: State licensed, commercial.

C. 15 Samples: Soil test report of soil mix with recommendations for pH adjustment of soil.

D. Product Data: For each type of product indicated.

1. Fertilizers.

2. pH Adjusters

3. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project
4. Topsoil and soil conditioner; submit one quart of topsoil, yard sand, and soil conditioner if requested.

5. Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to the Project. Such photographs are especially important for the Palm and shade trees. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.

E. Product Certificates: For soil amendments and fertilizers, from manufacturer.

F. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required initial maintenance periods.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk fertilizers, lime, and soil amendments with appropriate certificates.

C. Do not prune trees and shrubs before delivery or following installation. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

D. Handle planting stock by root ball.

E. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F until planting.

F. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
1. Reject dried-out plants.
2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
3. Do not remove container-grown stock from containers before time of planting.
4. Water root systems of plants stored on-site deeply and thoroughly with a fine- mist spray. Water as often as necessary to maintain root systems in a moist, but not overly-wet condition.

1.9 PROJECT CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

B. Interruption of Existing Services or Utilities: Do not interrupt services or utilities to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary services or utilities according to requirements indicated:

1. Notify Landscape Architect and Owner no fewer than two (2) days in advance of proposed interruption of each service or utility.

2. Do not proceed with interruption of services or utilities without Landscape Architect's and Owner's written permission.

C. Landscape work may proceed at any time or season agreed upon by the Contractor and the Owner's Representative. However, schedule and perform landscape work only when weather and soil conditions are suitable in accordance with local practice. Do not install plant materials when temperatures drop below 35 degrees or above 95 degrees Fahrenheit, nor when wind velocity exceeds 10 miles per hour.

D. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.

1.10 WARRANTY

A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.

1. Failures include, but are not limited to, the following:

   a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Contractor's control.
   b. Structural failures including plantings falling or blowing over.
   c. Faulty performance of tree stabilization.Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Periods from Date of Substantial Completion:

   a. Trees, Shrubs, Vines, and Ornamental Grasses: Twelve (12) months.
   b. Ground Covers, Biennials, Perennials, and Other Plants: Twelve (12) months.

3. Include the following remedial actions as a minimum:

   a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
   b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
   c. Provide extended warranty for period equal to original warranty period, for replaced plant material.

1.11 QUANTITIES

A. In the event of a variation between the 1) plant quantities shown on the plans and the 2) required spacing-dependent quantity for a planting area, the required spacing shall control.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant Schedule or Plant List shown on Drawings and complying with Florida Grades & Standards (Grade #1 or better; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling and/or circling roots will be rejected.
2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.

3. Provide plants of sizes, grades, and ball or container sizes complying with Florida Grades & Standards for types and form of plants required. Plants of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.Plant size is to take precedence over container size.

B. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to Florida Grades and Standards. Root flare shall be visible before planting.

C. If formal arrangements or consecutive order of plants is shown on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

D. All plant material shall be graded #1 or Florida Fancy as outlined under the most current *Grades and Standards for Nursery Plants*, State Plant Board of Florida.

2.2 *PLANTING SOIL*

A. Fine sand or loamy fine sand indigenous to the area suitable for plant growth that is free of weeds, roots, stumps, rocks larger than 1/2" diameter, organic muck, hard pan, toxic substances detrimental to plant growth, and construction debris such as limerock, concrete, and asphalt pieces. Deliver in a normally moist condition, neither muddy nor wet. Soil used for topsoil shall meet the following criteria measured in accordance with the appropriate AASHTO and ASTM standard:

1. USDA Texture: Fine Sand, Loamy fine sand
2. AASHTO Classification: A-3
3. pH 5.0-7.5
4. Deleterious Material 0-2% maximum by mass (rocks, roots, sod)
5. Organic Matter Content 1-10% by mass
    a. Preferred is final tested organic matter between 2.75 and 4% (by dry weight)
6. Sand Content 80-96% by mass
7. Silt & Clay Content 3-10% by mass

B. Use existing soil in plant pits if the soil complies with the standard for topsoil, unless the soil is contaminated with limerock, clay, brush, weeds, roots, stumps, stones larger than 1 ½ inches in any dimension, litter and other extraneous or toxic matter harmful to plant growth. Remove contaminated soil and replace with acceptable stockpiled existing soil, new topsoil or yard sand.

C. All shrubs shall have a planting hole dug 2x the width and depth of the root ball. Back fill shall be composed of a soil mix composed of:

1.	Native Top Soil	45%-50%
2.	Coarse Sand	40%-45%
3.	Compost	10%

2.3 *ORGANIC SOIL AMENDMENTS*

A. Provide 100% organic soil conditioner, free of limerock, clay, brush, weeds, roots, stumps, gravel, litter and other extraneous or toxic matter harmful to plant growth. Soil conditioner shall be one of the following:

1. Compost: Meet requirements of Florida Department of Environmental Protection Rule 62.709.550 Type Y (yard waste). Compost shall be 100% organic yard and tree trimmings with a 25/1 carbon/nitrogen ratio, mature and stable, free of pathogens, weed seeds, and debris, composted for a minimum of 15 days at 131 degrees F., with at least 3 turnings, then shredded to pass through a 1/2 inch mesh screen. Available from Enviro- Comp Services, Inc.; 11771 Phillips Highway; Jacksonville, Fl 32256; 904-292-1828.

2. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials. Mechanically shredded pine bark with at least 90% of particle size ¼" or less. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. of loose sawdust or ground bark.

2.4 FERTILIZERS

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition: Develop to address soil test. If no soil test is required, provide 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.5 MULCHES

A. Pine Straw Mulch: Provide air-dry, clean, mildew- and seed-free, pine straw mulch.

2.6 PESTICIDES

A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

2.7 TREE STABILIZATION MATERIALS

A. Stakes and Guys are not to be used.

B. Root Stabilization System

1. Crossbars: Rough-sawn, sound, new hardwood or softwood, free of knots, holes, cross grain, and other defects, 2x6 untreated pine, nominal by lengths indicated, located on both sides of the tree. Qty: 4 per tree.
2. Straps: ¾" polyester strapping with plastic or metal earth anchors per manufacturer guidelines.
3. Stabilization system shall remain in place to naturally decay in place. Cut polyester straps following establishment.

C. Palm Bracing: Tree staples, as indicated.

2.8 *MISCELLANEOUS PRODUCTS*

A. Burlap: Non-synthetic, biodegradable.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Contractor shall obtain soil testing for the areas around proposed Christian Formation Building (landscape per sheet L2.2). A minimum of 15 samples, distributed per agreement with Landscape Architect, 6"-10" in depth, shall be taken. Results shall be reviewed with the Owner and Landscape Architect prior to planting. This shall be mixed and submitted for testing for the following factors:
   1. pH / Buffer pH
   2. Organic content / Sand content / Silt and Clay Content (percentage)
   3. Phosphorous / Potassium / Calcium / Magnesium
   4. AASHTO classification

B. Contractor shall provide landscape bed preparation, including removal and disposal of existing landscape and trees (trees to remain are noted on plan). Contractor shall pull any applicable permits, such as tree removal permit.

C. Examine areas to be planted for compliance with requirements and other conditions affecting performance.

   1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.

2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

E. If soil does not meet definition for PLANTING SOIL (as defined in part 2) or contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.

3.2 PLANT GUIDELINES / PLACEMENT

A. Per St. Johns County guidelines, planting design reflects that vegetation that exceeds twenty- five (25) feet in height at maturity should not be planted closer than fifteen (15) feet of the vertical plane of an existing power line, excluding service wires.

B. Coordinate the relocation of any irrigation lines, heads or the conduits of other utility lines that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the owner's representative of any conflicts encountered.

C. Schedule the planting to occur prior to application of the mulch. If the bed is already mulched, pull the mulch from around the hole and plant into the soil. Do not plant the root system in the mulch. Pull mulch back so it is not on the root ball surface.

D. Trees shall not be planted closer than 7.5' from the centerline of underground utilities.

E. Non-canopy trees shall not be planted closer than 10 feet from other trees and canopy trees no closer than 20-30 feet, depending on the species.

3.3 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Remove shrubs and root mass to depth of 12” minimum.

D. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Landscape Architect's acceptance of layout before excavating or planting. Make minor adjustments as required.
   1. Coordinate the relocation of any irrigation lines, heads or the conduits of other utility lines that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the owner's representative of any conflicts encountered.
   2. Notify the owner's representative, one (1) week prior to layout. Layout all individual tree and shrub locations. Place plants above surface at planting location or place a labeled stake at planting location. Layout bed lines with paint for the owner's representative's approval. Secure the owner's representative's acceptance before digging and start of planting work.
   3. Plants shall be planted in even, triangularly spaced rows, at the intervals called out for on the drawings, unless otherwise noted. The first row of annual flower plants shall be 6 inches from the bed edge unless otherwise directed.

E. Assure that soil moisture is within the required levels prior to planting. Irrigation, if required, shall not be applied less than 12 hours prior to planting to avoid planting in muddy soils.

F. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

3.4 PLANTING AREA ESTABLISHMENT

A. Soil in tree islands shall have at least 12" of suitable soil for tree plantings, and be void of any construction debris or unsuitable materials.

B. Loosen subgrade of planting areas to a minimum depth of 12 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

   1. Apply commercial fertilizer directly to subgrade before loosening.
   2. Spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.

      a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
      b. At the time of final grading, add fertilizer or acidifier if required to the planting soil at rates recommended by the testing results for the plants to be grown.

c. Mix the coarse sand and compost together first and then add to the topsoil. Mix with a loader bucket to loosely incorporate the topsoil into the coarse sand/compost mix. Do not over mix. Do not mix with a soil blending machine. Do not screen the soil. Clumps of soil, compost and coarse sande will be permitted in the overall mix.

3. Spread planting soil to a depth of 12 inches but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

a. Spread approximately one-half the thickness of planting soil over loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil.

C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
1. Assure that soil grades in the beds are smooth and as shown on the plans.

D. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

E. Application of Mycorrhizal Fungi: At time directed by Landscape Architect, broadcast dry product uniformly over prepared soil at manufacturers application rate.

3.5 EXCAVATION FOR TREES AND SHRUBS

A. Planting Pits and Trenches: Excavate circular planting pits with sides sloping gradually inward at a 45-degree angle. Excavations with vertical sides are not acceptable. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.

1. Excavate approximately two times as wide as ball diameter for balled and burlapped and container-grown stock.
2. Do not excavate deeper than 90% depth of the root ball, measured from the root flare to the bottom of the root ball.
3. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
4. Maintain required angles of repose of adjacent materials as shown on the Drawings. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
5. Maintain supervision of excavations during working hours.
6. Keep excavations covered or otherwise protected when unattended by Installer's personnel.
7. If drain tile is shown on Drawings or required under planting areas, excavate to top of porous backfill over tile.

B. Back fill with planting mix. See "soil mix" guidelines in Landscape Notes. Subsoil and topsoil removed from excavations may be used as planting soil.

C. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.

1. Hardpan Layer: Drill 6-inch- diameter holes, 24 inches apart, into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.

D. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

E. Fill excavations with water and allow complete percolation before positioning trees and shrubs.

3.6 TREE, SHRUB, AND VINE PLANTING

A. Before planting, verify that root flare is visible at top of root ball according to ANSIZ60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.

B. Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

C. Set balled and burlapped stock plumb and in center of planting pit or trench with root flare approximately 1 inch above adjacent finish grades (10% of root ball above grade).

1. Use planting soil (soil mix) for backfill.
2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
    a. Back fill with planting mix. See "soil mix" guidelines in Landscape Notes. Subsoil and topsoil removed from excavations may be used as planting soil.
4. Continue backfilling process. Water again after placing and tamping final layer of soil.

D. Set container-grown stock plumb and in center of planting pit or trench with root flare approximately 1 inch above adjacent finish grades (10% of root ball above grade).

1. Use planting soil for backfill.
2. Carefully remove root ball from container without damaging root ball or plant.
3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
4. Continue backfilling process. Water again after placing and tamping final layer of soil.

E. Water each planting area as soon as the planting is completed. Apply additional water to keep the soil moisture at the required levels. Do not over water.

3.7 PALM PLANTING

A. Palm trees shall be placed at grade making sure not to plant the tree any deeper in the ground than the palm trees originally stood.

B. The trees shall be placed with their vertical axis in a plumb position.

C. All backfill shall be native soil except in cases where planting in rock. Water-settle the back fill. Do not cover root ball with mulch or topsoil.

D. Provide a watering berm at each palm. Berms shall extend a minimum of 18 inches out from the trunk all around and shall be a minimum of (6) inches high.

E. Remove twine which ties fronds together after placing palm in planting hole and securing it in the upright position.

3.8 *MECHANIZED TREE SPADE PLANTING*

A. Trees may be planted with an approved mechanized tree spade at the designated locations. Do not use tree spade to move trees larger than the maximum size allowed for a similar field- grown, balled-and-burlapped root-ball diameter according to ANSI Z60.1, or larger than the manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller.

B. When extracting the tree, center the trunk within the tree spade and move tree with a solid ball of earth.

C. Cut exposed roots cleanly during transplanting operations.

D. Use the same tree spade to excavate the planting hole as was used to extract and transport the tree.

E. Plant trees as shown on Drawings, following procedures in "Tree, Shrub, and Vine Planting" Article.

F. Where possible, orient the tree in the same direction as in its original location.

3.9 TREE, SHRUB, AND VINE PRUNING

A. Prune plants as directed by the owner's representative. Pruning trees shall be limited to addressing structural defects as shown in details; follow recommendations per ANSI A300 and ISA best management practices.

3.10 *TREE STABILIZATION*

A. Install root stabilization as follows unless otherwise indicated:

1. Site-Fabricated Root Stabilization Method:

a. Cut 2x6 pine crossbars the width of the root ball approximately 6” from the trunk.
b. Attached the crossbars to the polyester straps and stakes, as shown on planting detail plans.
c. Install Root Stabilizers per tree, 12” apart on either side of the tree trunk.

B. Palm Bracing: Tree staples, as noted on plans.

3.11 GROUND COVER AND PLANT PLANTING

A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated in even rows with triangular spacing.

B. Use planting soil (soil mix) for backfill.

C. Dig holes large enough to allow spreading of roots.

D. For rooted cutting plants supplied in flats, plant each in a manner that will minimally disturb the root system but to a depth not less than two nodes.

E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.

F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.12 PLANTING AREA MULCHING

A. Mulch backfilled surfaces of planting areas and other areas a minimum of 3". Apply a minimum of 2-3 inches depth of pine straw mulch before settlement, covering the entire planting bed area. Install no more than 1 inch of mulch over the top of the root balls of all plants. Taper to 2 inches when abutting pavement.

B. Apply mulch to the bed being sure not to cover the tops of the plants with or the tops of the root ball with mulch.

C. For trees planted in lawn areas the mulch shall extend to a 5 foot radius around the tree or to the extent indicated on the plans and spaced at least six inches away from the tree trunk.

D. Lift all leaves, low hanging stems and other green portions of small plants out of the mulch if covered.

3.13 PLANT MAINTENANCE

A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.

B. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated past management practices whenever possible to minimize the use of pesticides and reduce hazards (see University of Florida Department of Entomology for more information). Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.14 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Pre-Emergent Herbicides (Selective and Non-Selective): Apply to tree, shrub, and ground-cover areas in accordance with manufacturer's written recommendations. Do not apply to seeded areas.

C. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.15 CLEANUP AND PROTECTION

A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.

B. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

C. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

D. Spray down base of building to remove soil from construction activities.

3.16 DISPOSAL

A. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property. Recycle materials as appropriate.

END OF SECTION

SECTION 055000 - METAL FABRICATIONS

Content Requests:

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Miscellaneous framing and supports.
2. Prefabricated building columns.
3. Shelf angles.
4. Metal ladders.
5. Alternating tread devices.
6. Metal ships' ladders and pipe crossovers.
7. Metal floor plate.
8. Elevator pit sump covers.
9. Structural-steel door frames.
10. Miscellaneous steel trim.
11. Metal bollards.
12. Vehicular barrier cable systems.
13. Pipe and downspout guards.
14. Abrasive metal nosings, treads, and thresholds.
15. Cast-iron wheel guards.
16. Metal downspout boots.
17. Loose bearing and leveling plates.

B. Products furnished, but not installed, under this Section include the following:

1. Loose steel lintels.
2. Steel weld plates and angles for casting into concrete for applications where they are not specified in other Sections.
3. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts indicated to be cast into concrete or built into unit masonry.

C. Related Requirements:

1. Section 042000 "Unit Masonry" for installing loose lintels, anchor bolts, and other items built into unit masonry.
2. Section 051200 "Structural Steel Framing" for steel framing, supports, elevator machine beams, hoist beams, divider beams, door frames, and other steel items attached to the structural-steel framing.

3. Section 077200 "Roof Accessories" for manufactured metal roof walkways and metal roof stairs.

1.2 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Nonslip aggregates and nonslip-aggregate surface finishes.
2. Fasteners.
3. Shop primers.
4. Shrinkage-resisting grout.
5. Prefabricated building columns.
6. Slotted channel framing.
7. Manufactured metal ladders.
8. Alternating tread devices.
9. Metal ships' ladders and pipe crossovers.
10. Metal bollards.
11. Vehicular barrier cable systems.
12. Pipe and downspout guards.
13. Abrasive metal nosings, treads, and thresholds.
14. Cast-iron wheel guards.
15. Metal downspout boots.

B. Shop Drawings: Show fabrication and installation details.[**Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.**] Provide Shop Drawings for the following:

1. Miscellaneous framing and supports for applications where framing and supports are not specified in other Sections.
2. Elevator machine beams, hoist beams, and divider beams.
3. Steel shapes for supporting elevator door sills.
4. Steel girders for supporting wood frame construction.
5. Steel pipe columns for supporting wood frame construction.
6. Prefabricated building columns.
7. Shelf angles.
8. Metal ladders.
9. Alternating tread devices.
10. Metal ships' ladders and pipe crossovers.
11. Metal floor plate and supports.
12. Elevator pit sump covers.

13. Structural-steel door frames.
14. Miscellaneous steel trim including [**steel angle corner guards**] [**steel edgings**] [**and**] [**loading-dock edge angles**].
15. Metal bollards.
16. Loose steel lintels.
17. Vehicular barrier cable systems.

C. Samples for Verification: For each type and finish of extruded [**nosing**] [**and**] [**tread**].

D. Delegated Design Submittals: For [**ladders**] [**alternating tread devices**] [**and**] [**vehicular barrier cable systems**], including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

E. Sustainable Design Submittals:

1. <Double click to insert sustainable design text for recycled content.>
2. <Double click to insert sustainable design text for coaxial cable.>
3. <Double click to insert sustainable design text for regional materials.>
4. <Double click here to insert sustainable design text for Health Product Declaration.>
5. <Double click here to insert sustainable design text for sourcing of raw materials.>

1.4 INFORMATIONAL SUBMITTALS

A. Mill Certificates: Signed by stainless steel manufacturers, certifying that products furnished comply with requirements.

B. Welding certificates.

C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.

D. Research Reports: For post-installed anchors.

E. Delegated design engineer qualifications.

1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel in accordance with the following welding codes:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
3. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

1.6 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls, floor slabs, decks, and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design [**ladders**] [**alternating tread devices**] [**and**] [**vehicular barrier cable systems**].

B. Structural Performance of Aluminum Ladders: Ladders[**, including landings,**] are to withstand the effects of loads and stresses within limits and under conditions specified in ANSI/ASC A14.3.

C. Structural Performance of Alternating Tread Devices: Alternating tread devices are to withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Uniform Load: 100 lbf/sq. ft..
2. Concentrated Load: 300 lbf) applied on an area of 4 sq. in..
3. Uniform and concentrated loads need not be assumed to act concurrently.
4. Alternating Tread Device Framing: Capable of withstanding stresses resulting from railing loads in addition to loads specified above.
5. Comply with applicable railing loadings in Section 055213 "Pipe and Tube Railings."

D. Vehicular Barrier Cable Systems: Design vehicular barrier cable systems to resist a single [**6000-lbf**] <**Insert value**> service load and [**10,000-lbf**] <**Insert load**> ultimate load applied horizontally in any direction to the cable system, with anchorages or attachments capable of transferring this load to the structure. Limit deflection to 18 inches . Design is to assume loads are applied at a height of [**18 inches**] <**Insert height**> above the floor or ramp surface on an area not to exceed 1 sq. ft. .

E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: [**120 deg F, ambient; 180 deg F , material surfaces**] <**Insert temperature change**>.

2.2 METALS

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

B. <Double click here to insert sustainable design text for recycled content.>

C. <Double click to insert sustainable design text for regional materials.>

D. Steel Plates, Shapes, and Bars: ASTM A36/A36M.

E. Stainless Steel Sheet, Strip, and Plate: ASTM A240/A240M or ASTM A666, [**Type 304**] [**Type 316L**].

F. Stainless Steel Bars and Shapes: ASTM A276/A276M, [**Type 304**] [**Type 316L**].

G. Rolled-Steel Floor Plate: ASTM A786/A786M, rolled from plate complying with ASTM A36/A36M or ASTM A283/A283M, Grade C or D.

H. Rolled-Stainless Steel Floor Plate: ASTM A793.

I. Abrasive-Surface Floor Plate: Steel plate [**with abrasive granules rolled into surface**] [**or**] [**with abrasive material metallically bonded to steel**].
   1. Source Limitations: Obtain floor plate from single source from single manufacturer.

J. Steel Pipe: ASTM A53/A53M, Standard Weight (Schedule 40) unless otherwise indicated.

K. Zinc-Coated Steel Wire Rope: ASTM A741.

   1. Wire Rope Fittings: Hot-dip galvanized-steel connectors with capability to sustain, without failure, a load equal to minimum breaking strength of wire rope with which they are used.

L. Stainless Steel Wire Rope: Wire rope manufactured from stainless steel wire complying with ASTM A492, Type 316.

   1. Wire Rope Fittings: Stainless steel connectors, Type 316, with capability to sustain, without failure, a load equal to minimum breaking strength of wire rope with which they are used.

M. Slotted Channel Framing: Cold-formed metal box channels (struts) complying with MFMA-4.

   1. Size of Channels: [**1-5/8 by 1-5/8 inches**] [**As indicated**] <**Insert size**>.
   2. Galvanized Steel: ASTM A653/A653M, [**commercial steel, Type B**] [**structural steel, Grade 33 (Grade 230)**], with G90 (Z275) coating; [**0.108-inch**] [**0.079-inch**] [**0.064-inch**] nominal thickness.
   3. Cold-Rolled Steel: ASTM A1008/A1008M, [**commercial steel, Type B**] [**structural steel, Grade 33 (Grade 230)**]; [**0.0966-inch**] [**0.0677-inch**] [**0.0528-inch**] minimum thickness; [**unfinished**] [**coated with rust-inhibitive, baked-on, acrylic enamel**] [**hot-dip galvanized after fabrication**].

N. Cast Iron: Either gray iron, ASTM A48/A48M, or malleable iron, ASTM A47/A47M, unless otherwise indicated.

O. Aluminum Plate and Sheet: ASTM B209 (ASTM B209M), Alloy 6061-T6.

P. Aluminum Extrusions: ASTM B221 (ASTM B221M), Alloy 6063-T6.

Q. Aluminum-Alloy Rolled Tread Plate: ASTM B632/B632M, Alloy 6061-T6.

R. Aluminum Castings: ASTM B26/B26M, Alloy 443.0-F.

S. Bronze Extrusions: ASTM B455, Alloy UNS No. C38500 (extruded architectural bronze).

T. Bronze Castings: ASTM B584, Alloy UNS No. C83600 (leaded red brass) or UNS No. C84400 (leaded semired brass).

U. Nickel Silver Extrusions: ASTM B151/B151M, Alloy UNS No. C74500.

V. Nickel Silver Castings: ASTM B584, Alloy UNS No. C97600 (20 percent leaded nickel bronze).

2.3 FASTENERS

A. General: Unless otherwise indicated, provide [**Type 316**] stainless steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.

1. Provide stainless steel fasteners for fastening [**aluminum**] [**stainless steel**] [**or**] [**nickel silver**].
2. Provide bronze fasteners for fastening bronze.

B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A307, Grade A (ISO 898-1, Property Class 4.6); with hex nuts, ASTM A563 (ASTM A563M); and, where indicated, flat washers.

C. High-Strength Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325 (Grade A325M), Type 3, heavy-hex steel structural bolts; ASTM A563, Grade DH3, (ASTM A563M, Class 10S3) heavy-hex carbon-steel nuts; and where indicated, flat washers.

D. Stainless Steel Bolts and Nuts: Regular hexagon-head annealed stainless steel bolts, ASTM F593 (ISO 3506-1); with hex nuts, ASTM F594 (ASTM F836M); and, where indicated, flat washers; Alloy [**Group 1 (A1)**] [**Group 2 (A4)**].

E. Anchor Bolts: ASTM F1554, Grade 36, of dimensions indicated; with nuts, ASTM A563 (ASTM A563M); and, where indicated, flat washers.

1. Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.

F. Anchors, General: Capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing in accordance with ASTM E488/E488M, conducted by a qualified independent testing agency.

G. Cast-in-Place Anchors in Concrete: Either threaded or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A47/A47M malleable iron or ASTM A27/A27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F2329/F2329M.

H. Post-Installed Anchors: [**Torque-controlled expansion anchors**] [**or**] [**chemical anchors**].

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, unless otherwise indicated.
2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy [**Group 1 (A1)**] [**Group 2 (A4)**] stainless steel bolts, ASTM F593 (ISO 3506-1), and nuts, ASTM F594 (ASTM F836M).

I. Slotted-Channel Inserts: Cold-formed, hot-dip galvanized-steel box channels (struts) complying with MFMA-4, 1-5/8 by 7/8 inches by length indicated with anchor straps or studs not less than 3 inches long at not more than 8 inches o.c. Provide with temporary filler and tee-head bolts, complete with washers and nuts, all zinc-plated to comply with ASTM B633, Class Fe/Zn 5, as needed for fastening to inserts.

2.4 MISCELLANEOUS MATERIALS

A. Shop Primers: Provide primers that comply with [**Section 099113 "Exterior Painting."**] [**Section 099123 "Interior Painting."**] [**Section 099600 "High-Performance Coatings."**] [**Section 099113 "Exterior Painting," Section 099123 "Interior Painting," and Section 099600 "High-Performance Coatings."**]

B. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.

1. Use primer that contains pigments that make it easily distinguishable from zinc-rich primer.

C. Water-Based Primer: Emulsion type, anticorrosive primer for mildly corrosive environments that is resistant to flash rusting when applied to cleaned steel, complying with MPI#107 and compatible with topcoat.

D. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.

E. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.

F. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

G. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

H. Shrinkage-Resistant Grout: Factory-packaged, nonmetallic, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

I. Concrete: Comply with requirements in Section 033000 "Cast-in-Place Concrete" for normal-weight, air-entrained concrete with a minimum 28-day compressive strength of 3000 psi .

2.5 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

D. Form exposed work with accurate angles and surfaces and straight edges.

E. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing[**and contour of welded surface matches that of adjacent surface**].

F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.

G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

J. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches, with a minimum 6-inch embedment and 2-inch hook, not less than 8 inches from ends and corners of units and 24 inches o.c., unless otherwise indicated.

2.6 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

1. Fabricate units from slotted channel framing where indicated.
2. Furnish inserts for units installed after concrete is placed.

C. Fabricate supports for operable partitions from continuous steel beams of sizes [**indicated**] [**recommended by partition manufacturer**] with attached bearing plates, anchors, and braces as [**indicated**] [**recommended by partition manufacturer**]. Drill or punch bottom flanges of beams to receive partition track hanger rods; locate holes where indicated on operable partition Shop Drawings.

D. Fabricate steel girders for wood frame construction from continuous steel shapes of sizes indicated.

1. Provide bearing plates welded to beams where indicated.
2. Drill or punch girders and plates for field-bolted connections where indicated.
3. Where wood nailers are attached to girders with bolts or lag screws, drill or punch holes at 24 inches o.c.

E. Fabricate steel pipe columns for supporting wood frame construction from steel pipe with steel baseplates and top plates as indicated. Drill or punch baseplates and top plates for anchor and connection bolts and weld to pipe with fillet welds all around. Make welds the same size as pipe wall thickness unless otherwise indicated.

1. Unless otherwise indicated, fabricate from Schedule 40 steel pipe.
2. Unless otherwise indicated, provide 1/2-inch baseplates with four 5/8-inch anchor bolts and 1/4-inch top plates.

F. Galvanize miscellaneous framing and supports where indicated.

G. Prime miscellaneous framing and supports with [**zinc-rich primer**] [**primer specified in Section 099600 "High-Performance Coatings"**] where indicated.

2.7 PREFABRICATED BUILDING COLUMNS

A.

B. Source Limitations: Obtain prefabricated building column from single source from single manufacturer.

C. General: Provide prefabricated building columns consisting of load-bearing structural-steel members protected by concrete fireproofing encased in an outer non-load-bearing steel shell. Fabricate connections to comply with details shown or as needed to suit type of structure indicated.

D. Fire-Resistance Ratings: Provide prefabricated building columns listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for ratings indicated, based on testing in accordance with ASTM E119.

1. Fire-Resistance Rating: [**4 hours**] [**3 hours**] [**2 hours**] [**As indicated**].

2.8 SHELF ANGLES

A. Fabricate shelf angles from steel angles of sizes indicated and for attachment to concrete framing. Provide horizontally slotted holes to receive 3/4-inch bolts, spaced not more than 6 inches from ends and 24 inches o.c., unless otherwise indicated.

1. Provide mitered and welded units at corners.
2. Provide open joints in shelf angles at expansion and control joints. Make open joint approximately 2 inches larger than expansion or control joint.

B. For cavity walls, provide vertical channel brackets to support angles from backup masonry and concrete.

C. Galvanize[**and prime**] shelf angles located in exterior walls.

D. Prime shelf angles located in exterior walls with [**zinc-rich primer.**] [**primer specified in Section 099600 "High-Performance Coatings."**]

E. Furnish wedge-type concrete inserts, complete with fasteners, to attach shelf angles to cast-in-place concrete.

2.9 METAL LADDERS

A. General:

1. Comply with ANSI A14.3[**, except for elevator pit ladders**].
2. For elevator pit ladders, comply with ASME A17.1/CSA B44.

B. Steel Ladders:

1. Space siderails [**16 inches**] [**18 inches**] apart unless otherwise indicated.
2. Siderails: Continuous, [**3/8-by-2-1/2-inch**] [**1/2-by-2-1/2-inch**] steel flat bars, with eased edges.
3. Rungs: [**3/4-inch- diameter**] [**3/4-inch- square**] [**1-inch- diameter**] [**1-inchsquare**], steel bars.
4. Fit rungs in centerline of siderails; plug-weld and grind smooth on outer rail faces.
5. Provide nonslip surfaces on top of each rung, either by coating rung with aluminum-oxide granules set in epoxy-resin adhesive or by using a type of manufactured rung filled with aluminum-oxide grout.
6. Nonslip Surfaces for Steel Ladders: Provide nonslip surfaces on top of each rung by coating with abrasive material metallically bonded to rung.

a.

7. Source Limitations: Obtain nonslip surfaces from single source from single manufacturer.
8. Provide platforms as indicated fabricated from welded or pressure-locked steel bar grating, supported by steel angles. Limit openings in gratings to no more than [**1/2 inch**] [**3/4 inch**] in least dimension.
9. Support each ladder[**at top and bottom and not more than 60 inches o.c.**] with welded or bolted steel brackets.
10. Galvanize[**and prime**] [**exterior**]ladders, including brackets.
11. Prime [**exterior**]ladders, including brackets and fasteners, with [**zinc-rich primer.**] [**primer specified in Section 099600 "High-Performance Coatings."**]

C. Aluminum Ladders:
1. Source Limitations: Obtain aluminum ladders from single source from single manufacturer.
2. Space siderails [**16 inches**] [**18 inches**] apart unless otherwise indicated.
3. Siderails: Continuous extruded-aluminum channels or tubes, not less than 2-1/2 inches deep, 3/4 inch wide, and 1/8 inch thick.
4. Rungs: Extruded-aluminum tubes, not less than 3/4 inch deep and not less than 1/8 inch thick, with ribbed tread surfaces.
5. Fit rungs in centerline of siderails; fasten by welding or with stainless steel fasteners or brackets and aluminum rivets.
6. Provide platforms as indicated fabricated from [**pressure-locked aluminum bar grating**] [**or**] [**extruded-aluminum plank grating**], supported by extruded-aluminum framing. Limit openings in gratings to no more than [**1/2 inch**] [**3/4 inch**] in least dimension.
7. Support each ladder[**at top and bottom and not more than 60 inches o.c.**] with welded or bolted aluminum brackets.
8. Provide minimum 72-inch- high, hinged security door with padlock hasp at foot of ladder to prevent unauthorized ladder use.

2.10 ALTERNATING TREAD DEVICES

A. Alternating Tread Devices: Fabricate alternating tread devices of open-type construction with channel or plate stringers and pipe and tube railings unless otherwise indicated. Provide brackets and fittings for installation.
1. Tread depth is not to be less than 5 inches exclusive of nosing or less than 8-1/2 inches, including the nosing, tread width is not to be less than 7 inches, and riser height is not to be more than 9-1/2 inches.
2. Tread depth is not to be less than 8-1/2 inches exclusive of nosing or less than 10-1/2 inches, including the nosing, tread width is not to be less than 7 inches, and riser height is not to be more than 8 inches.
3. Fabricate from [**steel**] [**stainless steel**] [**aluminum**] and assemble by welding or with stainless steel fasteners.
4. Comply with applicable railing requirements in Section 055213 "Pipe and Tube Railings."

B. Galvanize[**and prime**] [**exterior**]steel alternating tread devices, including treads, railings, brackets, and fasteners.

C. Prime [**exterior**]steel alternating tread devices, including treads, railings, brackets, and fasteners, with [**zinc-rich primer.**] [**primer specified in Section 099600 "High-Performance Coatings."**]

2.11 METAL SHIPS' LADDERS AND PIPE CROSSOVERS

A. Provide metal [**ships' ladders**] [**and**] [**pipe crossovers**] where indicated. Fabricate of open-type construction with channel or plate stringers and pipe and tube railings unless otherwise indicated. Provide brackets and fittings for installation.

1. Treads are not to be less than 5 inches exclusive of nosing or less than 8-1/2 inches including the nosing, and riser height is not to be more than 9-1/2 inches .
2. Fabricate [**ships' ladders**] [**and**] [**pipe crossovers**], including railings from [**steel**] [**stainless steel**] [**aluminum**].
3. Fabricate treads[**and platforms**] from [**welded or pressure-locked steel bar**] [**pressure-locked stainless steel bar**] [**pressure-locked aluminum bar**] [**extruded-aluminum plank**] grating. Limit openings in gratings to no more than [**1/2 inch**] [**3/4 inch**] in least dimension.
4. Fabricate treads[**and platforms**] from [**rolled-steel floor**] [**rolled-stainless steel floor**] [**rolled-aluminum-alloy tread**] [**abrasive-surface floor**] plate.
5. Comply with applicable railing requirements in Section 055213 "Pipe and Tube Railings."

B. Galvanize[**and prime**] [**exterior**]steel [**ships' ladders**] [**and**] [**pipe crossovers**], including treads, railings, brackets, and fasteners.

C. Prime [**exterior**]steel [**ships' ladders**] [**and**] [**pipe crossovers**], including treads, railings, brackets, and fasteners, with [**zinc-rich primer.**] [**primer specified in Section 099600 "High-Performance Coatings."**]

2.12 METAL FLOOR PLATE

A. Fabricate from [**rolled-steel floor**] [**rolled-stainless steel floor**] [**rolled-aluminum-alloy tread**] [**abrasive-surface floor**] plate of thickness indicated below:

1. Thickness: [**1/8 inch**] [**3/16 inch**] [**1/4 inch**] [**5/16 inch**] [**3/8 inch**] [**As indicated**].

B. Provide grating sections where indicated, fabricated from [**welded or pressure-locked steel bar**] [**pressure-locked stainless steel bar**] [**pressure-locked aluminum bar**] [**extruded-aluminum plank**] grating. Limit openings in gratings to no more than [**1/2 inch**] [**3/4 inch**] [**1 inch**] in least dimension.

C. Provide [**steel**] [**stainless steel**] [**aluminum**] angle supports as indicated.

D. Include [**steel**] [**stainless steel**] [**aluminum**] angle stiffeners, and fixed and removable sections as indicated.

E. Provide flush [**steel**] [**stainless steel**] [**aluminum**] bar drop handles for lifting removable sections, one at each end of each section.

2.13 ELEVATOR PIT SUMP COVERS

A. Fabricate from [**1/8-inch**] [**3/16-inch**] [**rolled-steel**] [**abrasive-surface**] floor plate with four 1-inch- diameter holes for water drainage and for lifting.

B. Fabricate from welded or pressure-locked steel bar grating. Limit openings in gratings to no more than [**1/2 inch**] [**3/4 inch**] [**1 inch**] in least dimension.

C. Provide steel angle supports unless otherwise indicated.

2.14 STRUCTURAL-STEEL DOOR FRAMES

A. Fabricate structural-steel door frames from steel shapes, plates, and bars of size and to dimensions indicated, fully welded together, with 5/8-by-1-1/2-inch steel channel stops, unless otherwise indicated. Plug-weld built-

up members and continuously weld exposed joints. Secure removable stops to frame with countersunk machine screws, uniformly spaced at not more than 10 inches o.c. Reinforce frames and drill and tap as necessary to accept finish hardware.

1. Provide with integrally welded steel strap anchors for securing door frames into adjoining concrete or masonry.

B. Extend bottom of frames to floor elevation indicated with steel angle clips welded to frames for anchoring frame to floor with expansion shields and bolts.

C. Galvanize[**and prime**] [**exterior**]steel frames.

D. Prime [**exterior**]steel frames with [**zinc-rich primer.**] [**primer specified in Section 099600 "High-Performance Coatings."**]

2.15 MISCELLANEOUS STEEL TRIM

A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.

B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.

1. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction.

C. Galvanize[**and prime**] [**exterior**]miscellaneous steel trim.

D. Prime [**exterior**]miscellaneous steel trim with [**zinc-rich primer.**] [**primer specified in Section 099600 "High-Performance Coatings."**]

2.16 METAL BOLLARDS

A. Fabricate metal bollards from [**Schedule 80 steel pipe**] [**Schedule 40 steel pipe**] [**Schedule 80 stainless steel, No. 4/180-grit finish**] [**1/4-inch wall-thickness rectangular steel tubing**] [**steel shapes, as indicated**].

1. Cap bollards with 1/4-inch- thick, [**steel**] [**stainless steel, ASTM A480/A480M, No. 4 finish**] plate with [**flat**] [**sloped**] [**domed**] top.
2. Where bollards are indicated to receive controls for door operators, provide cutouts for controls and holes for wire.
3. Where bollards are indicated to receive light fixtures, provide cutouts for fixtures and holes for wire.

B. Fabricate bollards with 3/8-inch- thick, [**steel**] [**stainless steel, ASTM A480/A480M, No. 4 finish**] baseplates for bolting to concrete slab. Drill baseplates at all four corners for 3/4-inch anchor bolts.

1. Where bollards are to be anchored to sloping concrete slabs, angle baseplates for plumb alignment of bollards.

C. Fabricate sleeves for bollard anchorage from steel or stainless steel [**pipe**] [**or**] [**tubing**] with 1/4-inch- thick, steel or stainless steel plate welded to bottom of sleeve. Make sleeves not less than 8 inches deep and 3/4 inch larger than OD of bollard.

D. Fabricate internal sleeves for removable bollards from Schedule 80 [**steel**] [**stainless steel**] pipe or 1/4-inch wall-thickness [**steel**] [**stainless steel**] tubing with an OD approximately 1/16 inch less than ID of bollards. Match drill sleeve and bollard for 3/4-inch [**steel**] [**stainless steel**] machine bolt.

E. Prime steel bollards with [**zinc-rich primer.**] [**primer specified in Section 099600 "High-Performance Coatings."**]

2.17 VEHICULAR BARRIER CABLE SYSTEMS

A. Vehicular Barrier Cable Systems: Of diameter required by performance requirements, but not less than 1/2-inch-diameter, [**zinc-coated steel wire rope**] [**stainless steel wire rope**] [**zinc-coated steel prestressing strand**] with turnbuckles, toggles, machine swage terminals, and other fittings and accessories for securing to structural columns and walls and for tightening barrier cable.

2.18 PIPE AND DOWNSPOUT GUARDS

A. Fabricate [**pipe**] [**downspout**] guards from 3/8-inch- thick by 12-inch- wide, [**steel**] [**stainless steel, ASTM A480/A480M, No. 4 finish**] plate, bent to fit flat against the wall or column at both ends and to fit around pipe with 2-inch clearance between pipe and pipe guard. Drill each end for two 3/4-inch anchor bolts.

B. Galvanize[**and prime**] steel [**pipe**] [**downspout**] guards.

C. Prime steel [**pipe**] [**downspout**] guards with [**zinc-rich primer.**] [**primer specified in Section 099600 "High-Performance Coatings."**]

2.19 ABRASIVE METAL NOSINGS, TREADS, AND THRESHOLDS

A. Cast-Metal Units: Cast [**iron**] [**aluminum**] [**bronze (leaded red or semired brass)**] [**nickel silver (leaded nickel bronze)**], with an integral-abrasive, as-cast finish consisting of aluminum oxide, silicon carbide, or a combination of both. Fabricate units in lengths necessary to accurately fit openings or conditions.

1.
2. Source Limitations: Obtain units from single source from single manufacturer.
3. Cross-hatched nosings, 4 inches wide, with 1/4-inch- thick 1-inch lip, for casting into concrete.
4. Cross-hatched nosings, 1-1/2 inches wide, 3/8-inch- thick 1-1/2 inch lip, for casting into concrete.
5. Cross-hatched Treads: Full depth of tread with 3/4-by-3/4-inch nosing, for application over bent plate treads or existing stairs.
6. Fluted-Saddle-Type Thresholds: 5 inches wide by 1/2 inch high, with tapered edges.
7. Fluted-Interlocking or -Hook-Strip Thresholds: 5 inches wide by 5/8 inch high, with tapered edge.
8. Thresholds: Plain-stepped- (stop-) type units, 5 inches wide by 1/2 inch high, with 1/2-inch step.

B. Extruded Units: [**Aluminum**] [**Bronze**], with abrasive filler consisting of aluminum oxide, silicon carbide, or a combination of both, in an epoxy-resin binder. Fabricate units in lengths necessary to accurately fit openings or conditions.

1.
2. Source Limitations: Obtain units from single source from single manufacturer.
3. Provide ribbed units, with abrasive filler strips projecting 1/16 inch above aluminum extrusion.
4. Provide solid-abrasive-type units without ribs.

5. Nosings:

   a. Square-back units, [**1-7/8 inches**] [**3 inches**] [**4 inches**] wide, for casting into concrete steps.
   b. Beveled-back units, [**3 inches**] [**4 inches**] wide with 1-3/8-inch lip, for surface mounting on existing stairs.
   c. Two-piece units, 3 inches wide, with subchannel for casting into concrete steps.

6. Treads: [**Square**] [**Beveled**]-back units, full depth of tread with 1-3/8-inch lip, for application over existing stairs.

C. Provide anchors for embedding units in concrete, either integral or applied to units, as standard with manufacturer.

D. Drill for mechanical anchors and countersink. Locate holes not more than 4 inches from ends and not more than 12 inches o.c., evenly spaced between ends, unless otherwise indicated. Provide closer spacing if recommended by manufacturer.

1. Provide two rows of holes for units more than 5 inches wide, with two holes aligned at ends and intermediate holes staggered.

E. Apply bituminous paint to concealed surfaces of cast-metal units.

F. Apply clear lacquer to concealed surfaces of extruded units.

2.20 CAST-IRON WHEEL GUARDS

A. Provide wheel guards made from cast-iron, 3/4-inch- thick, hollow-core construction, of size and shape indicated. Provide holes for countersunk anchor bolts and grouting.

B. Prime cast-iron wheel guards with [**zinc-rich primer.**] [**primer specified in Section 099600 "High-Performance Coatings."**]

2.21 METAL DOWNSPOUT BOOTS

A. Source Limitations: Obtain downspout boots from single source from single manufacturer.

B. Provide downspout boots made from cast [**iron**] [**aluminum**] in heights indicated with inlets of size and shape to suit downspouts. Provide units with flanges and holes for countersunk anchor bolts.

1. Outlet: [**Vertical, to discharge into pipe**] [**Horizontal, to discharge into pipe**] [**At 35 degrees from horizontal, to discharge onto splash block or pavement**].

C. Prime cast-iron downspout boots with [**zinc-rich primer.**] [**primer specified in Section 099600 "High-Performance Coatings."**]

2.22 LOOSE BEARING AND LEVELING PLATES

A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.

B. Galvanize bearing and leveling plates.

C. Prime plates with [**zinc-rich primer.**] [**primer specified in Section 099600 "High-Performance Coatings."**]

2.23 LOOSE STEEL LINTELS

A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Fabricate in single lengths for each opening unless otherwise indicated. Weld adjoining members together to form a single unit where indicated.

B. Size loose lintels to provide bearing length at each side of openings equal to one-twelfth of clear span, but not less than 8 inches unless otherwise indicated.

C. Galvanize[**and prime**] loose steel lintels located in exterior walls.

D. Prime loose steel lintels located in exterior walls with [**zinc-rich primer.**] [**primer specified in Section 099600 "High-Performance Coatings."**]

2.24 STEEL WELD PLATES AND ANGLES

A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

2.25 GENERAL FINISH REQUIREMENTS

A. Finish metal fabrications after assembly.

B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

2.26 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A153/A153M for steel and iron hardware and with ASTM A123/A123M for other steel and iron products.

1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.

B. Preparation for Shop Priming Galvanized Items: After galvanizing, thoroughly clean galvanized surfaces of grease, dirt, oil, flux, and other foreign matter, and treat with metallic phosphate process.

C. Shop prime iron and steel items[**not indicated to be galvanized**] unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.

1. Shop prime with [**universal shop primer**] [**primers specified in Section 099113 "Exterior Painting"**] [**primers specified in Section 099123 "Interior Painting"**] unless [**zinc-rich primer is**] [**primers specified in Section 099600 "High-Performance Coatings" are**] indicated.

D. Preparation for Shop Priming: Prepare surfaces to comply with [**SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."**] [**SSPC-SP 3, "Power Tool Cleaning."**] [**requirements indicated below:**]

1. Exterior Items: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
2. Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
3. Items Indicated to Receive Primers Specified in Section 099600 "High-Performance Coatings": SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
4. Other Steel Items: SSPC-SP 3, "Power Tool Cleaning."
5. Galvanized-Steel Items: SSPC-SP 16, "Brush-off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals."

E. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

2.27 ALUMINUM FINISHES

A. As-Fabricated Finish: AA-M12.

B. Clear Anodic Finish: AAMA 611, Class I, AA-M12C22A41.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

C. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

F. Corrosion Protection: Coat concealed surfaces of aluminum that come into contact with grout, concrete, masonry, wood, or dissimilar metals with the following:

1. Cast Aluminum: Heavy coat of bituminous paint.
2. Extruded Aluminum: Two coats of clear lacquer.

3.2 INSTALLATION OF MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

B. Anchor supports for [**ceiling-hung toilet partitions**] [**operable partitions**] [**overhead doors**] [**and**] [**overhead grilles**] securely to, and rigidly brace from, building structure.

C. Anchor shelf angles securely to existing construction with [**expansion anchors**] [**anchor bolts**] [**through bolts**].

D. Support steel girders on solid grouted masonry, concrete, or steel pipe columns. Secure girders with anchor bolts embedded in grouted masonry or concrete or with bolts through top plates of pipe columns.

1. Where grout space under bearing plates is indicated for girders supported on concrete or masonry, install as specified in "Installing Bearing and Leveling Plates" Article.

E. Install pipe columns on concrete footings with grouted baseplates. Position and grout column baseplates as specified in "Installation of Bearing and Leveling Plates" Article.

1. Grout baseplates of columns supporting steel girders after girders are installed and leveled.

3.3 INSTALLATION OF PREFABRICATED BUILDING COLUMNS

A. Install prefabricated building columns to comply with ANSI/AISC 360, "Specifications for Structural Steel Buildings," and with requirements applicable to listing and labeling for fire-resistance rating indicated.

3.4 INSTALLATION OF SHELF ANGLES

A. Install shelf angles as required to keep masonry level, at correct elevation, and flush with vertical plane.

3.5 INSTALLATION OF METAL LADDERS

A. Secure ladders to adjacent construction with the clip angles attached to the stringer.

B. Install brackets as required for securing of ladders welded or bolted to structural steel or built into masonry or concrete.

3.6 INSTALLATION OF ALTERNATING TREAD DEVICES

A. Secure top and bottom of alternating tread devices to construction to comply with manufacturer's written instructions.

3.7 INSTALLATION OF METAL SHIPS' LADDERS AND PIPE CROSSOVERS

A. Secure top and bottom of ships' ladders to construction to comply with manufacturer's written instructions.

B. Secure pipe crossovers to construction to comply with manufacturer's written instructions.

3.8 INSTALLATION OF METAL FLOOR PLATE

A. Install metal floor plates flush with finished surface. Adjust as required to avoid lippage that could present a tripping hazard.

3.9 INSTALLATION OF ELEVATOR PIT SUMP COVERS

A. Install tops of elevator sump pit cover plates and frames flush with finished surface. Adjust as required to avoid lippage that could present a tripping hazard.

3.10 INSTALLATION OF STRUCTURAL-STEEL DOOR FRAMES

A. Fasten structural steel door frames to the floor slab by means of angle clips and expansion bolts. Anchor door jambs to adjacent construction in accordance with shop drawing details.

3.11 INSTALLATION OF MISCELLANEOUS STEEL TRIM

A. Anchor to concrete construction to comply with manufacturer's written instructions.

3.12 INSTALLATION OF METAL BOLLARDS

A. Fill metal-capped bollards solidly with concrete and allow concrete to cure seven days before installing.

1. Do not fill removable bollards with concrete.

B. Anchor bollards to existing construction with [**expansion anchors**] [**anchor bolts**] [**through bolts**]. Provide four 3/4-inch bolts at each bollard unless otherwise indicated.

1. Embed anchor bolts at least 4 inches in concrete.

C. Anchor bollards in concrete [**with pipe sleeves preset and anchored into concrete**] [**in formed or core-drilled holes not less than 42 inches deep and 3/4 inch larger than OD of bollard**]. Fill annular space around bollard solidly with shrinkage-resistant grout; mixed and placed to comply with grout manufacturer's written instructions. Slope grout up approximately 1/8 inch toward bollard.

D. Anchor bollards in place with concrete footings. Center and align bollards in holes 3 inches above bottom of excavation. Place concrete and vibrate or tamp for consolidation. Support and brace bollards in position until concrete has cured.

E. Anchor internal sleeves for removable bollards in [**concrete by inserting in pipe sleeves preset into concrete**] [**formed or core-drilled holes not less than 42 inches deep and 3/4 inch larger than OD of sleeve**]. Fill annular space around internal sleeves solidly with shrinkage-resistant grout; mixed and placed to comply with grout manufacturer's written instructions. Slope grout up approximately 1/8 inch toward internal sleeve.

F. Anchor internal sleeves for removable bollards in place with concrete footings. Center and align sleeves in holes 3 inches above bottom of excavation. Place concrete and vibrate or tamp for consolidation. Support and brace sleeves in position until concrete has cured.

G. Place removable bollards over internal sleeves and secure with 3/4-inch machine bolts and nuts. After tightening nuts, drill holes in bolts for inserting padlocks. Owner furnishes padlocks.

H. Fill bollards solidly with concrete, mounding top surface to shed water.

1. Do not fill removable bollards with concrete.

3.13 INSTALLATION OF VEHICULAR BARRIER CABLE SYSTEMS

A. Install vehicular barrier cable systems at locations indicated, mounted at heights indicated on Drawings above the parking surface. Anchor [**wire ropes**] [**steel prestressing strand**] to structural columns and walls and tension to withstand vehicle loading as specified in "Performance Requirements" Article with no cable tensioned less than 3000 lbf. Do not displace supporting components.

3.14 INSTALLATION OF PIPE AND DOWNSPOUT GUARDS

A. Provide pipe guards at exposed vertical pipes in [**parking garage**] [**at locations indicated on Drawings**] where not protected by curbs or other barriers. Install by bolting to wall or column with expansion anchors. Provide four 3/4-inch bolts at each pipe guard. Mount pipe guards with top edge 26 inches above driving surface.

3.15 INSTALLATION OF ABRASIVE METAL NOSINGS, TREADS, AND THRESHOLDS

A. Center nosings on tread widths unless otherwise indicated.

B. For nosings embedded in concrete steps or curbs, align nosings flush with riser faces and level with tread surfaces.

C. Seal thresholds exposed to exterior with elastomeric sealant complying with Section 079200 "Joint Sealants" to provide a watertight installation.

3.16 INSTALLATION OF CAST-IRON WHEEL GUARDS

A. Anchor wheel guards to concrete or masonry construction to comply with manufacturer's written instructions. Fill cores solidly with concrete.

3.17 INSTALLATION OF METAL DOWNSPOUT BOOTS

A. Anchor metal downspout boots to concrete or masonry construction to comply with manufacturer's written instructions.

B. Secure downspouts terminations to downspouts and substrate per manufacturer's instructions.

3.18 INSTALLATION OF LOOSE BEARING AND LEVELING PLATES

A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.

B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with shrinkage-resistant grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.19 REPAIRS

A. Touchup Painting:

1. Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

    a. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.

2. Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in [**Section 099113 "Exterior Painting."**] [**Section 099123 "Interior Painting."**]

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M.

END OF SECTION 055000

SECTION 055213 - PIPE AND TUBE RAILINGS

PART 4 - GENERAL

4.1 SUMMARY

A. Section Includes:

1. Steel railings.
2. Aluminum railings.
3. Stainless steel railings.

B. Related Requirements:

1. Section 055113 "Metal Pan Stairs" for steel tube railings associated with metal pan stairs.
2. Section 057300 "Decorative Metal Railings" for ornamental railings fabricated from pipes and tubes and guard-infill metals.
3. Section 096900 "Access Flooring" for railings included with access flooring.

4.2 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

4.3 ACTION SUBMITTALS

A. Product Data:

1. Manufacturer's product lines of mechanically connected railings.
2. Expanded metal infill panels.
3. Perforated metal infill panels.
4. Woven-wire mesh infill panels.
5. Fasteners.
6. Post-installed anchors.
7. Handrail brackets.
8. Shop primer.
9. Intermediate coats and topcoats.
10. Bituminous paint.
11. Nonshrink, nonmetallic grout.
12. Anchoring cement.
13. Metal finishes.
14. Paint products.

B. Sustainable Design Submittals:

1. <Double click to insert sustainable design text for recycled content.>

C. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

D. Samples for Initial Selection: For products involving selection of color, texture, or design[**, including mechanical finishes**].

E. Samples for Verification: For each type of exposed finish required.

1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters, including finish.
2. Fittings and brackets.
3. Assembled Sample of railing system, made from full-size components, including top rail, post, handrail, and infill. Sample need not be full height.

a. Show method of [**connecting**] [**and**] [**finishing**] members at intersections.

F. Delegated Design Submittal: For railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

4.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For [**delegated design professional engineer**] [**testing agency**].

B. Welding certificates.

C. Mill Certificates: Signed by manufacturers of stainless steel products, certifying that products furnished comply with requirements.

D. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.

E. Product Test Reports: For tests on railings performed by a qualified testing agency, in accordance with ASTM E894 and ASTM E935.

F. Research Reports: For post-installed anchors, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

4.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel in accordance with the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
3. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

4.6 DELIVERY, STORAGE, AND HANDLING

A. Protect mechanical finishes on exposed surfaces of railings from damage by applying a strippable, temporary protective covering before shipping.

4.7 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication.

PART 5 - PRODUCTS

5.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design railings, including attachment to building construction.

B. Structural Performance: Railings, including attachment to building construction, withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Handrails and Top Rails of Guards:

a. Uniform load of 50 lbf/ ft. applied in any direction.
b. Concentrated load of 200 lbf applied in any direction.
c. Uniform and concentrated loads need not be assumed to act concurrently.

2. Infill of Guards:

a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft..
b. Infill load and other loads need not be assumed to act concurrently.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: [**120 deg F, ambient; 180 deg F, material surfaces**] <**Insert temperature change**>.

5.2 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.

1. Provide type of bracket with [**flange tapped for concealed anchorage to threaded hanger bolt**] [**predrilled hole for exposed bolt anchorage**] and that provides 1-1/2-inch clearance from inside face of handrail to finished wall surface.

5.3 STEEL RAILINGS

A.

B. Source Limitations: Obtain each type of railing from single source from single manufacturer.

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D. Tubing: [**ASTM A500/A500M (cold formed)**] [**or**] [**ASTM A513/A513M, Type 5**].

E. Pipe: ASTM A53/A53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.

1. Provide galvanized finish for exterior installations and where indicated.

F. Plates, Shapes, and Bars: ASTM A36/A36M.

G. Cast Iron Fittings: Either gray iron, ASTM A48/A48M, or malleable iron, ASTM A47/A47M, unless otherwise indicated.

H. Expanded Metal Infill Panels: ASTM F1267, [**Type I (expanded)**] [**Type II (expanded and flattened)**], Class 1 (uncoated).

1. Style Designation: [**3/4 number 13**] [**1-1/2 number 10**] <**Insert designation**>.

I. Perforated-Metal Infill Panels:

1. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, or hot-rolled steel sheet, ASTM A1011/A1011M, commercial steel, Type B, [**0.060 inch**] <**Insert dimension**> thick, [**with 1/4-inch holes 3/8 inch o.c. in staggered rows**] <**Insert description**>.

a. Basis-of-Design Product: Provide product with perforations matching [**product indicated on Drawings**] <**Insert manufacturer's name; product name or designation**>.

2. Galvanized-Steel Sheet: ASTM A653/A653M, G90 coating, commercial steel Type B, [**0.064 inch**] <**Insert dimension**> thick, [**with 1/4-inch holes 3/8 inch o.c. in staggered rows**] [**with 1/8-by-1-inch round end slotted holes in staggered rows**] <**Insert description**>.

   a. Basis-of-Design Product: Provide product with perforations matching [**product indicated on Drawings**] <**Insert manufacturer's name; product name or designation**>.

J. Woven-Wire Mesh Infill Panels: Intermediate-crimp, [**diamond**] [**square**] pattern, 2-inch woven-wire mesh, made from 0.134-inch- diameter steel wire complying with ASTM A510.

1. Basis-of-Design Product: Provide product with crimp pattern matching [**product indicated on Drawings**] <**Insert manufacturer's name; product name or designation**>.

5.4 ALUMINUM RAILINGS

A. Source Limitations: Obtain each type of railing from single source from single manufacturer.

B. Aluminum, General: Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of alloy and temper designated below for each aluminum form required.

C. Extruded Bars and Tubing: ASTM B221, Alloy 6063-T5/T52.

D. Extruded Structural Pipe and Round Tubing: ASTM B429/B429M, Alloy 6063-T6.

1. Provide Standard Weight (Schedule 40) pipe unless otherwise indicated.

E. Drawn Seamless Tubing: ASTM B210/B210M, Alloy 6063-T832.

F. Plate and Sheet: ASTM B209, Alloy 6061-T6.

G. Die and Hand Forgings: ASTM B247, Alloy 6061-T6.

H. Castings: ASTM B26/B26M, Alloy A356.0-T6.

I. Perforated Metal Infill Panels: Aluminum sheet, ASTM B209, Alloy 6061-T6, [**0.063 inch**] <**Insert dimension**> thick, [**with 1/4-inch holes 3/8 inch o.c. in staggered rows**] <**Insert description**>.

1. Basis-of-Design Product: Provide product with perforations matching [**product indicated on Drawings**] <**Insert manufacturer's name; product name or designation**>.

J. Woven-Wire Mesh Infill Panels: Intermediate-crimp, [**diamond**] [**square**] pattern, 2-inch woven-wire mesh, made from 0.162-inch- diameter aluminum wire complying with ASTM B211/B211M, Alloy 6061-T94.

1. Basis-of-Design Product: Provide product with crimp pattern matching [**product indicated on Drawings**] <**Insert manufacturer's name; product name or designation**>.

5.5 STAINLESS STEEL RAILINGS

A. Source Limitations: Obtain each type of railing from single source from single manufacturer.

B. Tubing: ASTM A554, [**Grade MT 304**] [**Grade MT 316L**].

C. Pipe: ASTM A312/A312M, [**Grade TP 304**] [**Grade TP 316L**].

D. Castings: ASTM A743/A743M, [**Grade CF 8 or CF 20**] [**Grade CF 8M or CF 3M**].

E. Plate and Sheet: ASTM A240/A240M or ASTM A666, [**Type 304**] [**Type 316L**].

F. Expanded Metal Infill Panels: ASTM F1267, [**Type I (expanded)**] [**Type II (expanded and flattened)**], Class 3 (corrosion-resistant steel), made from stainless steel sheet, ASTM A240/A240M or ASTM A666, [**Type 304**] [**Type 316**].

1. Style Designation: [**3/4 number 13**] [**1-1/2 number 10**] <**Insert designation**>.

G. Perforated Metal Infill Panels: Stainless steel sheet, ASTM A240/A240M or ASTM A666, [**Type 304**] [**Type 316L**], [**0.062 inch**] <**Insert dimension**> thick, [**with 1/4-inch holes 3/8 inch o.c. in staggered rows**] <**Insert description**>.

1. Basis-of-Design Product: Provide product with perforations matching [**product indicated on Drawings**] <**Insert manufacturer's name; product name or designation**>.

H. Woven-Wire Mesh Infill Panels: Intermediate-crimp, [**diamond**] [**square**] pattern, 2-inch woven-wire mesh, made from 0.141-inch- diameter stainless steel wire complying with ASTM A580/A580M, [**Type 304**] [**Type 316**].

1. Basis-of-Design Product: Provide product with crimp pattern matching [**product indicated on Drawings**] <**Insert manufacturer's name; product name or designation**>.

5.6 FASTENERS

A. Fastener Materials:

1. Ungalvanized-Steel Railing Components: Plated steel fasteners complying with ASTM F1941/F1941M, Class Fe/Zn 5 for zinc coating.
2. Hot-Dip Galvanized Railing Components: Type 304 stainless steel or hot-dip zinc-coated steel fasteners complying with ASTM A153/A153M or ASTM F2329/F2329M for zinc coating.
3. Aluminum Railing Components: [**Type 304**] [**Type 316**] stainless steel fasteners.
4. Stainless Steel Railing Components: [**Type 304**] [**Type 316**] stainless steel fasteners.
5. Finish exposed fasteners to match appearance, including color and texture, of railings.

B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction[**and capable of withstanding design loads**].

C. Fasteners for Interconnecting Railing Components:

1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless otherwise indicated.

2. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.
3. Provide [**Phillips**] [**tamper-resistant**] [**square or hex socket**] flat-head machine screws for exposed fasteners unless otherwise indicated.

D. Post-Installed Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193[**or ICC-ES AC308**].

1. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, unless otherwise indicated.
2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy [**Group 1 (A1)**] [**Group 2 (A4)**] stainless steel bolts, ASTM F593, and nuts, ASTM F594.

5.7 MISCELLANEOUS MATERIALS

A. Handrail Brackets: [**Cast iron**] [**Cast aluminum,**] [**Cast stainless steel,**] [**Cast nickel-silver,**] center of handrail [**2-1/2 inches**] [**3-1/8 inches**] <**Insert dimension**> from [**face of railing**] [**wall**].

B. Welding Rods and Bare Electrodes: Select in accordance with AWS specifications for metal alloy welded.

1. For [**aluminum**] [**and**] [**stainless steel**] railings, provide type and alloy as recommended by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.

C. Etching Cleaner for Galvanized Metal: Complying with MPI#25.

D. Galvanizing Repair Paint: High-zinc-dust-content paint, complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

E. Shop Primers: Provide primers that comply with [**Section 099113 "Exterior Painting."**] [**Section 099123 "Interior Painting."**] [**Section 099600 "High-Performance Coatings."**]

F. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.

1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.

G. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.

H. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.

I. Intermediate Coats and Topcoats: Provide products that comply with [**Section 099113 "Exterior Painting."**] [**Section 099123 "Interior Painting."**] [**Section 099600 "High-Performance Coatings."**]

J. Epoxy Intermediate Coat: Complying with MPI #77 and compatible with primer and topcoat.

K. Polyurethane Topcoat: Complying with MPI #72 and compatible with undercoat.

L. Bituminous Paint: Cold-applied asphalt emulsion, complying with ASTM D1187/D1187M.

M. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout, complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

N. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.

1. Water-Resistant Product: [**At exterior locations**] [**and**] [**where indicated on Drawings**], provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

5.8 FABRICATION

A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage[**, but not less than that required to support structural loads**].

B. Shop assemble railings to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations.

1. Clearly mark units for reassembly and coordinated installation.
2. Use connections that maintain structural value of joined pieces.

C. Cut, drill, and punch metals cleanly and accurately.

1. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated.
2. Remove sharp or rough areas on exposed surfaces.

D. Form work true to line and level with accurate angles and surfaces.

E. Fabricate connections that are exposed to weather in a manner that excludes water.

1. Provide weep holes where water may accumulate.
2. Locate weep holes in inconspicuous locations.

F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.

G. Connections: Fabricate railings with [**welded**] [**or**] [**nonwelded**] connections unless otherwise indicated.

H. Gates: Form gates from steel tube of same size and shape as top rails, with infill to match guards. Provide with [**cam-type, self-closing**] [**spring**] hinges for fastening to wall and overlapping stop with rubber bumper to prevent gate from opening in direction opposite egress.

I. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove flux immediately.
4. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for [**Finish #1 welds; ornamental quality with no evidence of a welded joint**] [**Finish #2**

welds; good appearance, completely sanded joint, some undercutting and pinholes okay] [**Finish #3 welds; utilitarian appearance not subject to view, partially dressed weld with spatter removed**].

J. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using manufacturer's standard system of sleeve and socket fittings.

K. Nonwelded Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.

1. Fabricate splice joints for field connection, using an epoxy structural adhesive, if this is manufacturer's standard splicing method.

L. Form changes in direction as follows:

1. As detailed.
2. [**By bending**] [**or**] [**by inserting prefabricated elbow fittings**].
3. [**By flush bends**] [**or**] [**by inserting prefabricated flush-elbow fittings**].
4. [**By radius bends of radius indicated**] [**or**] [**by inserting prefabricated elbow fittings of radius indicated**].
5. By bending to smallest radius that will not result in distortion of railing member.

M. Bend members in jigs to produce uniform curvature for each configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.

N. Close exposed ends of hollow railing members with prefabricated cap and end fittings of same metal and finish as railings.

O. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.

P. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.

1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers or other means to transfer loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.

Q. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work.

1. Fabricate anchorage devices capable of withstanding loads imposed by railings.
2. Coordinate anchorage devices with supporting structure.

R. For railing posts set in concrete, provide stainless steel sleeves not less than 6 inches long with inside dimensions not less than 1/2 inch greater than outside dimensions of post, with metal plate forming bottom closure.

S. For removable railing posts, fabricate slip-fit sockets from stainless steel tube or pipe whose ID is sized for a close fit with posts; limit movement of post without lateral load, measured at top, to not more than one-fortieth of post height.

1. Provide socket covers designed and fabricated to resist being dislodged.

2. Provide chain with eye, snap hook, and staple across gaps formed by removable railing sections at locations indicated. Fabricate from same metal as railings.

T. Expanded-Metal Infill Panels: Fabricate infill panels from expanded-metal sheet of same metal as railings.

1. Edge panels with U-shaped channels made from metal sheet, of same metal as expanded metal and not less than 0.043 inch thick.
2. Orient expanded metal with long dimension of diamonds [**parallel to top rail**] [**perpendicular to top rail**] [**horizontal**] [**vertical**].

U. Perforated-Metal Infill Panels: Fabricate infill panels from perforated metal made from [**steel**] [**galvanized steel**] [**aluminum**] [**stainless steel**] [**same metal as railings in which they are installed**].

1. Edge panels with U-shaped channels made from metal sheet, of same metal as perforated metal and not less than 0.043 inch thick.
2. Orient perforated metal with pattern [**parallel to top rail**] [**perpendicular to top rail**] [**horizontal**] [**vertical**] [**as indicated on Drawings**].

V. Woven-Wire Mesh Infill Panels: Fabricate infill panels from woven-wire mesh crimped into 1-by-1/2-by-1/8-inch metal channel frames.

1. Fabricate wire mesh and frames from same metal as railings in which they are installed.
2. Orient wire mesh with [**diamonds vertical**] [**diamonds perpendicular to top rail**] [**wires perpendicular and parallel to top rail**] [**wires horizontal and vertical**] [**as indicated on Drawings**].

W. Toe Boards: Where indicated, provide toe boards at railings around openings and at edge of open-sided floors and platforms. Fabricate to dimensions and details indicated.

5.9 STEEL AND IRON FINISHES

A. Galvanized Railings:

1. Hot-dip galvanize [**exterior**] [**indicated**] steel railings, including hardware, after fabrication.
2. Comply with ASTM A123/A123M for hot-dip galvanized railings.
3. Comply with ASTM A153/A153M for hot-dip galvanized hardware.
4. Do not quench or apply post-galvanizing treatments that might interfere with paint adhesion.
5. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.

B. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.

C. Preparing Galvanized Railings for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner[**and as follows**].

1. Comply with SSPC-SP 16.

D. For nongalvanized-steel railings, provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves; however, hot-dip galvanize anchors to be embedded in exterior concrete or masonry.

E. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with [**SSPC-SP 6/NACE No. 3.**] [**SSPC-SP 3.**] [**requirements indicated below:**]

1. Exterior Railings: SSPC-SP 6/NACE No. 3.
2. Railings Indicated To Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3.
3. Railings Indicated To Receive Primers Specified in Section 099600 "High-Performance Coatings": SSPC-SP 6/NACE No. 3.
4. Other Railings: SSPC-SP 3.

F. Primer Application: Apply shop primer to prepared surfaces of railings unless otherwise indicated. Comply with requirements in SSPC-PA 1 for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.

1. Shop prime uncoated railings with [**universal shop primer**] [**primers specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting"**] unless [**zinc-rich primer is**] [**primers specified in Section 099600 "High-Performance Coatings" are**] indicated.
2. Do not apply primer to galvanized surfaces.

G. Shop-Painted Finish: Comply with [**Section 099113 "Exterior Painting."**] [**Section 099600 "High-Performance Coatings."**]

1. Color: [**As indicated by manufacturer's designations**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**].

H. High-Performance Coating: Apply epoxy intermediate and polyurethane topcoats to prime-coated surfaces. Comply with coating manufacturer's written instructions and with requirements in SSPC-PA 1 for shop painting. Apply at spreading rates recommended by coating manufacturer.

1. Color: [**As indicated by manufacturer's designations**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**].

5.10 ALUMINUM FINISHES

A. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are unacceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

B. Mill Finish: AA-M12, nonspecular as fabricated.

C. Clear Anodic Finish: AAMA 611, [**AA-M12C22A41**] [**AA-M12C22A31**].

D. Color Anodic Finish: AAMA 611, [**AA-M12C22A42/A44**] [**AA-M12C22A32/A34**].

1. Color: [**Light bronze**] [**Medium bronze**] [**Dark bronze**] [**Black**] [**Match Architect's sample**] [**As selected by Architect from full range of industry colors and color densities**].

E. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm). Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

1. Color and Gloss: [**As indicated by manufacturer's designations**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**] <**Insert color and gloss**>.

F. High-Performance Organic Finish, Two-Coat Polyvinylidene Fluoride (PVDF): Fluoropolymer finish complying with [**AAMA 2604**] [**AAMA 2605**] and containing not less than [**50**] [**70**] percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions [**for seacoast and severe environments**].

1. Color and Gloss: [**As indicated by manufacturer's designations**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**] <**Insert color and gloss**>.

G. Superior Performance Organic Finish, Three-Coat Polyvinylidene Fluoride (PVDF): Fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions [**for seacoast and severe environments**].

1. Color and Gloss: [**As indicated by manufacturer's designations**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**] <**Insert color and gloss**>.

H. Superior Performance Organic Finish, Four-Coat Polyvinylidene Fluoride (PVDF): Fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions [**for seacoast and severe environments**].

1. Color and Gloss: [**As indicated by manufacturer's designations**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**] <**Insert color and gloss**>.

I. Single-Coat Superior Performance FEVE Organic Finish: Single-coat fluoroethylene vinyl ether (FEVE) fluoropolymer finish, complying with AAMA 2605. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

1. Color and Gloss: [**As indicated by manufacturer's designations**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**] <**Insert color and gloss**>.

J. Two-Coat Superior Performance FEVE Organic Finish: Two-coat fluoroethylene vinyl ether (FEVE) fluoropolymer finish complying with AAMA 2605. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions for seacoast and severe environments.

1. Color and Gloss: [**As indicated by manufacturer's designations**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**] <**Insert color and gloss**>.

5.11 STAINLESS STEEL FINISHES

A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.

B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.

1. Run grain with long dimension of each piece.
2. When polishing is completed, passivate and rinse surfaces.
3. Remove embedded foreign matter and leave surfaces chemically clean.

C. Stainless Steel Pipe and Tubing Finishes:

1. 180-Grit Polished Finish: Uniform, directionally textured finish.
2. 320-Grit Polished Finish: Oil-ground, uniform, fine, directionally textured finish.

3. Polished and Buffed Finish: 320-grit finish followed by buffing [**to a high luster finish**] [**to a mirror-like finish**] [**to match Architect's sample**].

D. Stainless Steel Sheet and Plate Finishes:

1. Directional Satin Finish: ASTM A480/A480, No. 4.
2. High-Luster Finish: ASTM A480/A480M, No. 7.
3. Mirror Finish: ASTM A480/A480M, No. 8.

PART 6 - EXECUTION

6.1 EXAMINATION

A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements are clearly marked for Installer. Locate reinforcements and mark locations if not already done.

6.2 INSTALLATION, GENERAL

A. Perform cutting, drilling, and fitting required for installing railings.

1. Fit exposed connections together to form tight, hairline joints.
2. Install railings level, plumb, square, true to line; without distortion, warp, or rack.
3. Set railings accurately in location, alignment, and elevation; measured from established lines and levels.
4. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
5. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
6. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.

B. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1. Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

C. Adjust railings before anchoring to ensure matching alignment at abutting joints.

D. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

6.3 RAILING CONNECTIONS

A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings. Seal recessed holes of exposed locking screws, using plastic cement filler colored to match finish of railings.

B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article, whether welding is performed in the shop or in the field.

C. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve, extending 2 inches beyond joint on either side; fasten internal sleeve securely to one side; and locate joint within 6 inches of post.

6.4 ANCHORING POSTS

A. Use stainless steel pipe sleeves preset and anchored into concrete for installing posts. After posts are inserted into sleeves, fill annular space between post and sleeve with [**nonshrink, nonmetallic grout**] [**or**] [**anchoring cement**], mixed and placed to comply with anchoring material manufacturer's written instructions.

B. Form or core-drill holes not less than 5 inches deep and 3/4 inch larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with [**nonshrink, nonmetallic grout**] [**or**] [**anchoring cement**], mixed and placed to comply with anchoring material manufacturer's written instructions.

C. Cover anchorage joint with flange of same metal as post, [**welded to post after placing anchoring material**] [**attached to post with setscrews**].

D. Leave anchorage joint exposed with [**1/8-inch buildup, sloped away from post**] [**anchoring material flush with adjacent surface**].

E. Anchor posts to metal surfaces with flanges, angle type, or floor type, as required by conditions, connected to posts and to metal supporting members as follows:

1. For steel railings, weld flanges to post and bolt to metal supporting surfaces.
2. For aluminum railings, attach posts as indicated, using fittings designed and engineered for this purpose.
3. For stainless steel railings, weld flanges to post and bolt to supporting surfaces.

F. Install removable railing sections, where indicated, in slip-fit stainless steel sockets cast in concrete.

6.5 ATTACHING RAILINGS

A. Anchor railing ends to concrete and masonry with [**sleeves concealed within**] [**flanges connected to**] [**brackets on underside of rails connected to**] railing ends and anchored to wall construction with anchors and bolts.

B. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces and [**welded to railing ends**] [**or**] [**connected to railing ends, using nonwelded connections**].

C. Attach handrails to walls with wall brackets[**, except where end flanges are used**]. Provide brackets with [**1-1/2-inch**] <**Insert dimension**> clearance from inside face of handrail and finished wall surface.

1. Use type of bracket with [**flange tapped for concealed anchorage to threaded hanger bolt**] [**predrilled hole for exposed bolt anchorage**].
2. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.

D. Secure wall brackets[**and railing end flanges**] to building construction as follows:

1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
2. For hollow masonry anchorage, use toggle bolts.
3. For wood stud partitions, use hanger or lag bolts set into studs or wood backing between studs. Coordinate with carpentry work to locate backing members.
4. For steel-framed partitions, use hanger or lag bolts set into [**fire-retardant-treated**]wood backing between studs. Coordinate with stud installation to locate backing members.
5. For steel-framed partitions, fasten brackets directly to steel framing or concealed steel reinforcements, using self-tapping screws of size and type required to support structural loads.
6. For steel-framed partitions, use toggle bolts installed through flanges of steel framing or through concealed steel reinforcements.

E. Install railing gates level, plumb, and secure for full opening without interference.

1. Attach hardware using tamper-resistant or concealed means.
2. Adjust hardware for smooth operation.

6.6 REPAIR

A. Touchup Painting:

1. Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

a. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.

2. Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in [**Section 099113 "Exterior Painting."**] [**Section 099123 "Interior Painting."**] [**Section 099600 "High-Performance Coatings."**]

6.7 CLEANING

A. Clean [**aluminum**] [**and**] [**stainless steel**] by washing thoroughly with clean water and soap and rinsing with clean water.

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A780/A780M.

6.8 PROTECTION

A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

B. Restore finishes damaged during installation and construction period, so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 055213

City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 8.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-30
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Land Development Code Amendment, Electronic Changeable Copy Signage (SECOND READING)		
Summary:	This is an administrative application to amend Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premise Signs, Subsection G, Electronic changeable copy signs of the Land Development Code. The amendments propose expanding the allowance of electronic changeable copy signs, establishing conditions of operations, and permitting standards. At the May 7, 2024, City Commission meeting, the Planning Board was directed to review the electronic changeable signage regulations and provide recommendations to the City Commission. The Planning Board conducted 2 discussion items on electronic changeable signage on June 13, 2024, and July 11, 2024. On September 12, 2024, the Planning Board reviewed the Land Development Code amendment regarding electronic changeable signage regulations and recommended approval (7-0). The Planning Board packet included both of the discussion item information. There were no members of the public who spoke for or against the Land Development Code amendment.		
Financial Impact:	None		
Citizen Impact:	There have been no comments during the Planning Board meetings on this item. Past meetings on this topic have focused on 2 viewpoints. Proponents may state it provides an opportunity to advertise businesses that may not have the opportunity to have site signage.		

	Opponents may state it allows signage that is not consistent with the character of Ormond Beach.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends approval of a Land Development Code amendment to allow electronic changeable copy signs under certain conditions.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-30 LDC, ECC (P24-0197G) 2. 09.12.2024, ECC LDC Amendment, PB Report 3. 09.12.2024, Planning Board minutes, ECC, LDC Amendment 4. Ordinance BIE, LDC Amend. - ECC
Approval:	Kelly McGuire, Finance Director 10/16/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/16/2024 Joyce Shanahan, City Manager 10/17/2024

ORDINANCE NO. 2024-30

AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, BUSINESS PREMISES SIGNS, SUBSECTION G, ELECTRONIC CHANGEABLE COPY SIGNS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* BY EXPANDING THE ALLOWANCE OF ELECTRONIC CHANGEABLE COPY SIGNS, AND ESTABLISHING CONDITIONS OF OPERATIONS AND PERMITTING STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premises Signs, Subsection G, Electronic changeable copy signs, of the City of Ormond Beach *Land Development Code* by expanding the allowance of electronic changeable copy signs, and establishing conditions of operations and permitting standards, and

WHEREAS, on May 7, 2024, the City Commission provided direction for the Planning Board to review electronic changeable signage regulations and provide recommendations to the City Commission, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, conducted two discussion items on June 13, 2024, and July 11, 2024, to review standards regarding electronic changeable signage regulations and develop applicable standards, and

WHEREAS, the Planning Board has conducted a public hearing on September 12, 2024, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendments to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Subsection (G), Electronic changeable copy signs, of Section 3-47, Business Premises Signs, of Article IV, Sign Regulations, of Chapter 3, Performance Standards, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

Sec. 3-47. Business premises signs.

(G) Electronic changeable copy signs.

1. Maximum size limit: *(No change in existing text)*
2. Maximum height limit: *(No change in existing text)*
3. General Requirements: ~~Electronic changeable copy signage shall be allowed as follows and shall be permitted to operate under the conditions of subsection (c):~~

~~a. The entertainment area between I-95 and Destination USA Circle, commonly referred to as Destination Daytona, Phases I and II under the following conditions:~~

~~1. Electronic changeable copy signage shall only be allowed as part of a Planned Business Development zoning designation;~~

2. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line; and

3. Electronic changeable copy sign permit applications shall be submitted and reviewed by the City's Site Plan Review Committee for a determination that the application is consistent with the terms and provisions of the planned development. The Site Plan Review Committee shall issue a final recommendation to the Planning Board and City Commission within thirty (30) days of receipt of a completed application. Electronic changeable copy sign permit applications shall require review of the Planning Board and approval of the City Commission as a Planned Business Development or a Planned Business Development amendment.

b. An electronic changeable copy sign for the sole purpose of displaying retail prices of gasoline may be approved by special exception where such electronic display feature will be clearly visible and legible to drivers of approaching motor vehicles from a vantage point of any lane of traffic in either direction on a roadway abutting the gas station premises, consistent with section 553.79(20)(a)(2), Florida Statute.

c. All electronic changeable copy signage shall operate under the following conditions:

1. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area.

2. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeters or less;

3. The display feature of an electronic changeable copy sign shall not change more rapidly than once every minute; except that the electronic display feature for gas stations shall not change more than once in every six continuance hour period.

4. The electronic changeable copy sign display shall consist of text and static images only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate,

~~spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board;~~

~~5. The electronic changeable copy sign display shall have a one-color background with only the message image lit in a one-color or multi-color copy;~~

~~6. All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions;~~

~~7. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations; and~~

~~8. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.~~

Electronic changeable copy signage is permitted as a part of conforming site signage, provided that the following conditions are met at all times:

a. Electronic changeable copy signage shall not be permitted in existing non-conforming signs.

b. The conversion of any existing permitted sign to an electronic changeable copy signage shall require a sign permit.

c. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area.

d. Any message, picture, or logo displayed shall be static and shall not scroll, blink, flicker, flash, scintillate, or otherwise be animated.

e. Each message on the electronic changeable copy sign shall be displayed for at least fifteen (15) seconds. Message changes shall be completed instantaneously and shall be unnoticeable.

f. The pixel spacing of the electronic changeable copy signage display screen shall be 16 millimeters or less.

g. No electronic changeable copy signs are allowed within 300 feet of a conforming single-family house as measured in walking distance from a roadway from the property line of the property with the electronic changeable copy sign and the property line of the single-family house.

h. All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions.

i. A malfunctioning electronic changeable copy sign shall be turned off or display a blank screen.

j. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations.

k. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.

l. These criteria may be waived or altered with a Special Exception or Planned Development.

m. Code enforcement provisions:

1. For a first violation, as determined by the special magistrate through the code enforcement process, within any continuous 12-month period, the sign permit shall be suspended for a period of 24 continuous hours where the sign shall be turned off.

2. For any additional violations, as determined by the special magistrate though the code enforcement process, within any continuous 12-month period, the sign permit shall be suspended for a period of one-week where the sign shall be turned off.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction,

such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FOUR. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 15th day of October, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th day of November, 2024.

_____
HAROLD BRILEY
Deputy Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PLANNING BOARD
STAFF REPORT
Land Development Code (LDC) Amendment
Electronic Changeable Copy Signage

PLANNING BOARD DATE:	September 12, 2024
TENTATIVE CITY COMMISSION DATES:	October 15, 2024 (1st Reading) November 6, 2024 (2nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	PZ-2024-081
SUBJECT:	LDC amendment: Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premise Signs, Subsection G, Electronic changeable copy signs of the Land Development Code
PLANNING STAFF RECOMMENDATION:	To be determined by the Planning Board
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is an administrative application to amend Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premise Signs, Subsection G, Electronic changeable copy signs of the Land Development Code. The amendments propose to expand the allowance of electronic changeable copy signs and establish conditions of operations and permitting.

SECTION 2, BACKGROUND: At the May 7, 2024, City Commission meeting, the Planning Board was directed to review the electronic changeable signage regulations and provide recommendations to the City Commission. The Planning Board conducted two (2) discussion items on electronic changeable signage on June 13, 2024 (ATTACHMENT 2) and July 11, 2024 (ATTACHMENT 3).

Section 1-22 of the Land Development Code defines electronic changeable copy signage as follows: “a sign that displays an electronic image where the rate of change is electronically programmed and can be modified by electronic processes.” Section 3-47(E) of the Land Development Code regulates electronic changeable copy signage as follows:

1. **Maximum size limit.**
   a. Per requirements listed in subsections B and C above.
2. **Maximum height limit.**
   a. Per requirements listed in subsections B and C above.

3. **General requirements.** Electronic changeable copy signage shall be allowed as follows and shall be permitted to operate under the conditions of subsection (c):
   a. The entertainment area between I-95 and Destination USA Circle, commonly referred to as Destination Daytona, Phases I and II under the following conditions:
      1. Electronic changeable copy signage shall only be allowed as part of a Planned Business Development zoning designation;
      2. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line and
      3. Electronic changeable copy sign permit applications shall be submitted and reviewed by the City's Site Plan Review Committee to determine that the application is consistent with the terms and provisions of the planned development. The Site Plan Review Committee shall issue a final recommendation to the Planning Board and City Commission within thirty (30) days of receipt of a completed application. Electronic changeable copy sign permit applications shall require review of the Planning Board and approval of the City Commission as a Planned Business Development or a Planned Business Development amendment.
   b. An electronic changeable copy sign for the sole purpose of displaying retail prices of gasoline may be approved by special exception where such electronic display feature will be clearly visible and legible to drivers of approaching motor vehicles from a vantage point of any lane of traffic in either direction on a roadway abutting the gas station premises, consistent with section 553.79(20)(a)(2), Florida Statute.
   c. All electronic changeable copy signage shall operate under the following conditions:
      1. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area.
      2. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeters or less;
      3. The display feature of an electronic changeable copy sign shall not change more rapidly than once every minute, except that the electronic display feature for gas stations shall not change more than once in every six continuance hour period.
      4. The electronic changeable copy sign display shall consist of text and static images only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board;
      5. The electronic changeable copy sign display shall have a one-color background with only the message image lit in a one-color or multi-color copy;
      6. All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions;

7. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations; and
8. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.

The Land Development Code allows electronic changeable copy signage under two (2) conditions:

1. Destination Daytona, Phases 1 and 2. On November 2, 2015, with Ordinance 2015-47, the City Commission adopted a signage amendment submitted by Strasser Development Parcel D, LLC, to allow electronic changeable copy signage within the annexed Destination Daytona land area. The amendment sought to allow electronic changeable copy signage with a public hearing based on the allowance of the signage within Volusia County. This area allowed electronic changeable copy signage in unincorporated Volusia County, and the Land Development Code was amended to allow electronic changeable copy signage within Ormond Beach. Any electronic changeable copy signage must be sought as a Planned Business Development amendment.
2. Gas stations. On October 1, 2019, with Ordinance 2019-34, the City Commission adopted a signage amendment submitted by Granada Pointe Investors, LLC, to allow electronic changeable copy signage for gas station pricing through a public hearing based on changes to state law. The Land Development Code was amended to allow this signage as a Special Exception.

Section C of Section 3-47(E) of the Land Development Code provides electronic changeable copy signage standards.

From the Land Development Code re-write in 2004 until 2010 (Ordinance 2010-21, March 16, 2010), electronic changeable copy signage was allowed as follows:

Electronic Changeable Copy Signage. Electronic changeable copy signage shall be regulated under the following guidelines:

1. Electronic changeable copy signs are prohibited except as follows:
   a. In the B-8 (Commercial) zoning district, for large shopping centers that have limitations on visibility for interior stores, through a Special Exception or a Planned Business Development, provided the following conditions are satisfied:
      (1) Shall be prohibited in the Greenbelt Overlay District.
      (2) The shopping center must have a combined square footage area of 120,000 square feet or over.
      (3) The shopping center should have interior stores that are not visible from a public right-of-way.
      (4) Shall be for text only, no graphic images shall be allowed.

(5) Shall be included as part of the permitted sign area and shall not exceed a maximum of thirty-three percent (33%) of the total permitted sign area.

(6) The text of the electronic changeable copy signage shall be monochromatic.

(7) Shall not change text more than two (2) times in any one twenty-four (24) hour period.

(8) Shall be prohibited from flashing, scrolling, or other animation.

(9) Violations of this section, as proven through the Special Master process, may cause the violation and loss of the Special Exception or Planned Business Development approval granting the electronic changeable copy signage

b. In association with signs erected by any governmental agency, in order to provide community information or emergency information, in any zoning district.

(1) The permitted sign area for governmental signage may be up to one-hundred percent (100%) of the sign area.

(2) Shall be allowed to change as necessary to provide community or emergency information.

(3) Shall be for text only, no graphic information shall be allowed.

Ordinance 2010-21 was a major update to the city's signage standards. At the March 16, 2010, City Commission meeting, the electronic changeable copy signage section of the Land Development Code was deleted in its entirety, with revisions specific to electronic changeable copy signage directed to be brought back. With the deletion of the electronic changeable copy signage, signs that were permitted in this time period (Performing Arts Center and the Trails Shopping Center) became non-conforming.

Beginning in 2008, there were eleven (11) meetings discussing electronic changeable copy signage focusing on:

1. Multi-tenant and multi-use buildings that cannot locate all the tenant names on the tenant panel signs;
2. Signage for buildings that are setback from the right-of-way;
3. Churches and other public use buildings that desire to communicate different messages and
4. An alternative to the standard is manually changed reader board signage.

After Ordinance 2010-21, adopted on March 16, 2010, city staff was directed to provide specific options for electronic changeable copy signage. Included in the 2010 review is a memorandum from the City Attorney that states the most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them. The 2010 proposed electronic changeable copy signage was drafted to provide content-neutral regulations that regulate only time, place, and the manner of signage. Signage regulations cannot regulate the content of commercial signage.

The 2010 proposed electronic changeable copy signage amendments were limited to allowing electronic changeable copy signage only within the North US1 corridor, from Wilmette Avenue to the north city limits. The Planning Board review of the item on October 14, 2010, yielded a 3-3 vote. Some Board members believed that electronic changeable

copy signage was not appropriate and would lead to additional enforcement issues. Other Board members thought that the electronic changeable copy signage would provide opportunities for businesses within the city and could be managed with the proposed conditions. At the December 7, 2010, City Commission meeting, Ordinance 2010-62 did not receive a motion and was denied.

On June 13, 2024, Planning staff provided a summary of other jurisdictions' regulations regarding electronic changeable copy signage, and the regulations are summarized below:

Daytona Beach

- Sign copy change at intervals of not less than 60 seconds.
- Animation and graphics are not allowed.
- Includes conditions for signage.
- Criteria may be waived or altered through a Comprehensive Sign Plan, Planned Development Agreement, or Public or Semi-Public Use Permit.

Deland

- Sign copy change not more than once per day.
- Any message or picture displayed shall be static and shall not scroll, blink, flicker, flash, scintillate, or be otherwise animated.
- Includes conditions for signage.

Deltona

- Changeable/electronic changeable copy signs are permitted for a permanent sign or copy area. They shall be equipped with automatic dimming technology that adjusts for a sign's brightness in direct correlation with ambient light conditions, as applicable.

New Smyrna Beach

- Location requirements – Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S. Highway 1, except for properties with direct frontage on the east side of U.S. Highway 1, regardless of zoning.
- Copy cannot change more than once every eight seconds.
- Includes conditions for signage.

Port Orange

- Each message shall be displayed for at least 60 seconds.
- Only static messages are allowed.
- Includes conditions for signage.

Volusia County

- An electronic message center shall only be located on parcels zoned P, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, I-1, I-2, I-3, I-4, OCV, OTC or the following subcategories of PUD, BPUD, IPUD, and MPUD, as described in chapter 72, division 7of the Volusia County Code.

- An electronic message center shall not be installed within 1,000 linear feet of a conforming single-family residence as measured along each side of the right-of-way.
- The copy content of an electronic message center may change at intervals of no less than eight seconds. The content image must remain stable; continuous scrolling or flashing of the image is prohibited.

SECTION 3, ANALYSIS: The July 11, 2024 Planning Board meeting sought specific policy direction. The discussion item also provided a summary of existing site signage standards as follows:

Monument Signage

A. Monument signs are required within (1) Greenbelt & Gateway Preservation Districts, (2) Downtown area, (3) B-1, B-9, and B-10 zoning districts, and (4) all residential zoning districts.
B. Maximum Height = 8 feet.
C. Maximum number:
    1. Interior lot = 1
    2. Corner lot = 2
    3. Multiples principal buildings = 1 per building based on lot frontage.
    4. Properties with buildings over 50,000 square feet = 1 sign for each entrance.
D. Maximum square footage: based on the lot frontage of the property (chart in Land Development Code).
E. No sign is allowed within 100 feet of another on-site sign on the same property.
F. Master sign plan required if multiple signs exist/are planned for one property.

Pole Signage

A. Allowed where not excluded under monument signage, such as South Atlantic Avenue and South Yonge Street.
B. Maximum Height = 20 feet.
C. Maximum number:
    1. Interior lot = 1
    2. Corner lot = 2
    3. Multiple principal buildings = 1 per building based on lot frontage.
    4. Properties with buildings over 20,000 square feet and 250 linear feet of let frontage = 2 signs based on lot frontage.
D. Maximum square footage: based on the lot frontage of the property (chart in Land Development Code).

E. No sign is allowed within 100 feet of another on-site sign on the same property.

F. Master sign plan required if multiple signs exist/are planned for one property.

Decision Points, as presented to the Planning Board on July 11, 2024:

1. **Decision Point: Are electronic changeable copy signs an appropriate type of signage?**

   This is a core policy issue on this topic. Past public meetings have provided input on whether or not to allow electronic changeable copy signs. The Planning Board decided to review the potential electronic changeable copy signage standards before answering this question. At the July 11, 2024, meeting, the Planning Board agreed that electronic changeable copy signage was appropriate with certain conditions.

2. **Decision Point: In what areas of the city would electronic changeable copy signs be appropriate?**

   This item discussed allowing electronic changeable copy signs citywide where site signs are allowed or by individual zoning districts. The City Attorney provided the following direction: Government regulations are restricted to time, place, and manner and cannot be based on content. Limiting the signs to certain commercial/business zones or properties within zones could result in an argument that the city favors specific commercial/business speech over other commercial/business speech where such signs have been prohibited. In other words, the regulations would not be content-neutral.

   Based on the City Attorney's input, the Planning Board elected to allow changeable copy signs citywide where site signs are allowed.

3. **Decision Point: What should be the conditions for electronic changeable copy signs?**

   The Planning Board recommended the following standards:

   a. Display area of a maximum of 60% of the allowed signage area.
   b. A minimum pixel spacing is required for sign sharpness.
   c. Rate of change – allow signage text to change every 15 seconds.
   d. Allow only static text with no flashing animation or scrolling.
   e. Allowance for logos and static images.
   f. Require manufacturing operating manual.
   g. The owner's signature must acknowledge the standards for electronic changeable copy signs.
   h. Malfunctioning signs must be turned off or displayed on a blank screen.
   i. No electronic changeable copy signs within 300' of conforming single-family house as measured in walking distance from a public right-of-way.

j. Existing non-conforming signage is not eligible for electronic changeable copy signage.

k. Digital sign area shall be integrated into the sign copy area.

l. Code enforcement provision.

4. **<u>Decision Point</u>: What should be the approval process (staff approval, Special Exception, or Planned Development)?**

   The Planning Board provided direction that electronic changeable copy signs should be permitted by city staff. Applicants who seek alternative standards may do so through a public hearing process.

<u>SECTION 4, CONCLUSION</u>:

Section 1-15(e) of the Land Development Code requires specific criteria must be evaluated before the adoption of a Land Development Code amendment when making their recommendation, as follows:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   The proposed Land Development Code amendment is a policy decision regarding the type of signage allowed in Ormond Beach. Proponents of the amendment may state that it provides an opportunity to advertise businesses that may not have the opportunity to have site signage. Opponents of the amendment may state that it would allow signage that is not consistent with the character of Ormond Beach. It has been observed in other jurisdictions that electronic changeable copy signs, under certain conditions, do not appear to negatively impact public health or safety.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations. The proposed amendment seeks to provide a content-neutral framework if electronic changeable copy signs are allowed.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The proposed Land Development Code amendment does not approve site-specific development and will not adversely impact environmentally sensitive lands.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties**.

The proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties. The Land Development Code amendment provides conditions such as (1) separation from residential properties, (2) requirement for automatic dimmers, (3) limitation of sign area, and (4) code enforcement provisions.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   The proposed Land Development Code amendment would not have a negative impact to public facilities.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   No development is proposed as part of the proposed amendment. The Land Development Code amendment would allow electronic changeable copy signs under certain conditions.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   No development is proposed as part of the proposed amendment. The Land Development Code amendment would allow electronic changeable copy signs under certain conditions.

8. **The proposed development provides for the safety of occupants and visitors.**

   No development is proposed as part of the proposed amendment. The Land Development Code amendment would allow electronic changeable copy signs under certain conditions.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   No development is proposed as part of the proposed amendment. The Land Development Code amendment would allow electronic changeable copy signs under certain conditions.

10. **The testimony provided at public hearings**.

    There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 5, RECOMMENDATION: Planning staff has been directed to prepare a Land Development Code amendment for electronic changeable copy signs. The Planning Board has provided policy input to draft the attached amendment. It is recommended that the Planning Board provide a recommendation to the City Commission for action on the proposed Land Development Code amendment to allow electronic changeable copy signs under certain conditions, including amendments to Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premise Signs, Subsection G, Electronic changeable copy signs.

Attachments:

Attachment 1: Electronic changeable copy signage, Land Development Code amendment
Attachment 2: June 13, 2024 Planning Board packet and minutes for ECC
Attachment 3: July 11, 2024 Planning Board packet and minutes for ECC
Attachment 4: Correspondence received

ATTACHMENT 1

Electronic changeable copy signage, Land Development Code amendment

Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business premise signs

G. Electronic changeable copy signs

1. Maximum size limit:

a. Per requirements listed in subsections B and C above and subsection H below.

2. Maximum height limit:

a. Per requirements listed in subsections B and C above and subsection H below.

3. General Requirements: ~~Electronic changeable copy signage shall be allowed as follows and shall be permitted to operate under the conditions of subsection (c):~~

~~a. The entertainment area between I-95 and Destination USA Circle, commonly referred to as Destination Daytona, Phases I and II under the following conditions:~~

~~1. Electronic changeable copy signage shall only be allowed as part of a Planned Business Development zoning designation;~~

~~2. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line; and~~

~~3. Electronic changeable copy sign permit applications shall be submitted and reviewed by the City's Site Plan Review Committee for a determination that the application is consistent with the terms and provisions of the planned development. The Site Plan Review Committee shall issue a final recommendation to the Planning Board and City Commission within thirty (30) days of receipt of a completed application. Electronic changeable copy sign permit applications shall require review of the Planning Board and approval of the City Commission as a Planned Business Development or a Planned Business Development amendment.~~

~~b. An electronic changeable copy sign for the sole purpose of displaying retail prices of gasoline may be approved by special exception where such electronic display feature will be clearly visible and legible to drivers of approaching motor vehicles from a vantage point of any lane of traffic in either direction on a roadway abutting the gas station premises, consistent with section 553.79(20)(a)(2), Florida Statute.~~

~~c. All electronic changeable copy signage shall operate under the following conditions:~~

~~1. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area.~~

~~2. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeters or less;~~

~~3. The display feature of an electronic changeable copy sign shall not change more rapidly than once every minute; except that the electronic display feature for~~

~~gas stations shall not change more than once in every six continuance hour period.~~

4. ~~The electronic changeable copy sign display shall consist of text and static images only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board;~~
5. ~~The electronic changeable copy sign display shall have a one-color background with only the message image lit in a one-color or multi-color copy;~~
6. ~~All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions;~~
7. ~~Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations; and~~
8. ~~Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.~~

Electronic changeable copy signage is permitted in conforming site signage, provided that the following conditions are met at all times:

a. Electronic changeable copy signage shall not be permitted in existing non-conforming signs.
b. The conversion of any existing permitted sign to an electronic changeable copy signage shall require a sign permit.
c. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area.
d. Any message, picture, or logo displayed shall be static and shall not scroll, blink, flicker, flash, scintillate, or otherwise be animated.
e. Each message on the electronic changeable copy sign shall be displayed for at least fifteen (15) seconds. Message changes shall be completed instantaneously and shall be unnoticeable.
f. The pixel spacing of the electronic changeable copy signage display screen shall be 16 millimeters or less.
g. No electronic changeable copy signs are allowed within 300 feet of a conforming single-family house as measured in walking distance from a roadway from the property

line of the property with the electronic changeable copy sign and the property line of the single-family house.

h. All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions.

i. A malfunctioning electronic changeable copy sign shall be turned off or display a blank screen.

j. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations.

k. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.

l. These criteria may be waived or altered with a Special Exception or Planned Development.

m. Code enforcement provisions:

    1. For a first violation, as determined by the special magistrate though the code enforcement process, within any continuous 12-month period, the sign permit shall be suspended for a period of 24 continuous hours where the sign shall be turned off.

    2. For any additional violations, as determined by the special magistrate though the code enforcement process, within any continuous 12-month period, the sign permit shall be suspended for a period of one-week where the sign shall be turned off.

ATTACHMENT 2

June 13, 2024 Planning Board packet and minutes for ECC

CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

DEPARTMENT OF PLANNING MEMORANDUM

TO: Planning Board members

FROM: Steven Spraker, AICP, Planning Director

DATE: May 29, 2024

SUBJECT: Discussion Item: Electronic Changeable Copy Signage

The City Commission has been considering changes to the existing electronic changeable signage conditions within the Land Development Code. In January 2024, a summary was assembled by Planning staff (attached) detailing the past actions of the city regarding electronic changeable signage, current regulations, and other jurisdiction's regulations for electronic changeable signage. At the May 7, 2024, City Commission meeting, direction was provided to have the Planning Board review the electronic changeable signage regulations and provide recommendations to the City Commission.

The June 13, 2024 discussion item is designed to introduce the electronic changeable signage item, provide a summary of the attached memorandum, and gather input from the Planning Board members.

May 7, 2024 City Commission direction to review electronic changeable copy signage

Events, Updates and Requests

Ms. Joyce Shanahan, City Manager, reviewed upcoming meetings, workshops, and events. She provided updates on meetings she attended, Performing Arts Center restoration, and other city projects. She noted a resolution would be brought before the Commission to appoint an alternate representative on the Opioid Abatement Taskforce.

Commissioner Sargent thanked Mr. Spraker, Mr. Hayes and their staff for all their hard work. He requested the Aviation Advisory Board meet soon to review the airport finances; whereby, Ms. Shanahan stated there was a meeting scheduled, noting she spoke with staff to schedule meetings quarterly. He thanked staff for their prompt response to overnight campers. He stated there was an issue with the traffic surrounding a nearby food drive; whereby, Ms. Shanahan stated the Police Department was already working with the church. He thanked those citizens who donated to the police officers' funds who were participating in the Police Unity Tour. He expressed support of the new technology in the City Commission Conference Room.

Commissioner Persis thanked Mr. Hayes for all his work. She discussed events and meetings she attended. She stated she would not be attending the May 21, 2024 City Commission meeting, due to an event she was attending to meet with members of Florida's Congressional delegation to discuss key federal issues.

Commissioner Briley stated his appreciation of the Planning Department staff and Mr. Hayes. He reviewed events he attended and upcoming events.

Commissioner Tolland thanked Ms. Pate for her comments. She inquired if letters could be sent from advisory boards in opposition of the Belvedere Fuel Farm; whereby, Mr. Hayes stated that if the issue fell within the role of the board, it would be appropriate for them to discuss as the Commission did when they send letters. She thanked staff for their work with citizens and the community who recently needed assistance. She inquired if the Commission wanted staff to look into the electronic signage; whereby, Mayor Partington stated the Planning Board should discuss before being brought before the Commission.

Commissioner Briley and Mayor Partington discussed the regulations that would be needed with the electronic signage, noting their support if regulations were in place.

Mayor Partington discussed his support of consent agenda items. He reviewed events he attended and thanked the Commission for their attendance at non-local events.

Item #11 – Adjournment

The meeting was adjourned at 10:00 p.m.

APPROVED: May 7, 2024

BY: _____
Bill Partington, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

DEPARTMENT OF PLANNING MEMORANDUM

TO: Joyce Shanahan, City Manager

FROM: Steven Spraker, AICP, Planning Director

DATE: January 16, 2024

SUBJECT: Summary of past actions: electronic changeable copy signage

Introduction: Direction was provided to city staff to provide a history of past actions regarding electronic changeable copy signage. The memorandum is organized as follows:

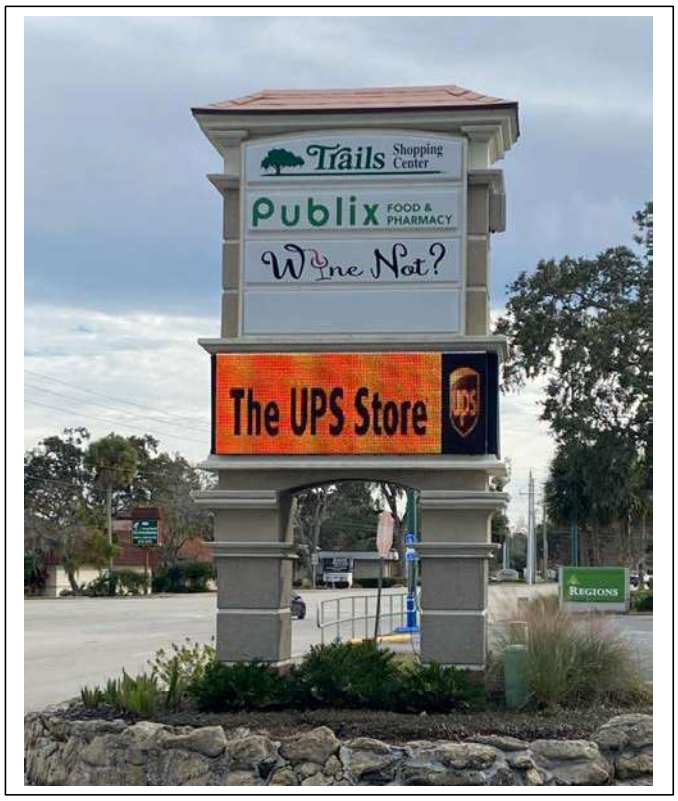
1. Definition and examples of electronic changeable copy signage;
2. Existing Ormond Beach regulations on electronic changeable copy signage;
3. Ormond Beach electronic changeable copy signage, 2004 to 2010;
4. 2010 review of electronic changeable copy signage which was not adopted;
5. Other jurisdictions regulations of electronic changeable copy signage; and
6. Conclusion.

Section 1: Definition and examples of electronic changeable copy signage:

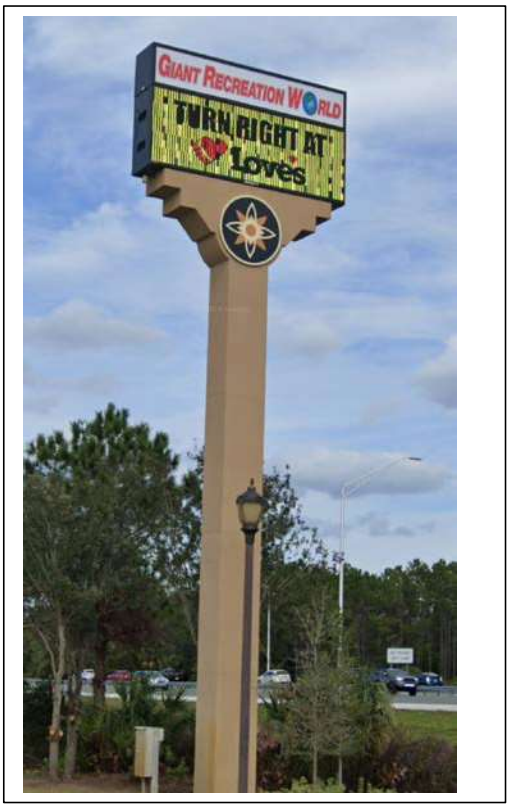
Section 1-22 of the Land Development Code defines electronic changeable copy signage as follows: “means a sign that displays an electronic image where the rate of change is electronically programmed and can be modified by electronic processes.” Examples of electronic changeable copy signage includes:

399 North U.S. Highway 1
Performing Arts Center





The Trails Shopping Center



Giant Recreation World



600 West Granada Boulevard
Gas Station ECC



5 South Yonge Street
Gas Station ECC

Section 2: Existing Ormond Beach regulations on electronic changeable copy signage:

Section 3-47(E) of the Land Development Code regulates electronic changeable copy signage as follows:

1. **Maximum size limit.**
   a. Per requirements listed in subsections B and C above.
2. **Maximum height limit.**
   a. Per requirements listed in subsections B and C above.
3. **General requirements.** Electronic changeable copy signage shall be allowed as follows and shall be permitted to operate under the conditions of subsection (c):
   a. The entertainment area between I-95 and Destination USA Circle, commonly referred to as Destination Daytona, Phases I and II under the following conditions:
      1. Electronic changeable copy signage shall only be allowed as part of a Planned Business Development zoning designation;
      2. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line; and
      3. Electronic changeable copy sign permit applications shall be submitted and reviewed by the City's Site Plan Review Committee for a determination that the application is consistent with the terms and provisions of the planned development. The Site Plan Review Committee shall issue a final recommendation to the Planning Board and City Commission within thirty (30) days of receipt of a completed application. Electronic changeable copy sign permit applications shall require review of the Planning Board and approval of the City Commission as a Planned Business Development or a Planned Business Development amendment.
   b. An electronic changeable copy sign for the sole purpose of displaying retail prices of gasoline may be approved by special exception where such electronic display feature will be clearly visible and legible to drivers of approaching motor vehicles from a vantage point of any lane of traffic in either direction on a roadway abutting the gas station premises, consistent with section 553.79(20)(a)(2), Florida Statute.
   c. All electronic changeable copy signage shall operate under the following conditions:
      1. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area.
      2. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeters or less;
      3. The display feature of an electronic changeable copy sign shall not change more rapidly than once every minute; except that the electronic display feature for gas stations shall not change more than once in every six continuance hour period.

4. The electronic changeable copy sign display shall consist of text and static images only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board;
5. The electronic changeable copy sign display shall have a one-color background with only the message image lit in a one-color or multi-color copy;
6. All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions;
7. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations; and
8. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.

The Land Development Code allows electronic changeable copy signage under two (2) conditions:

1. Destination Daytona, Phases 1 and 2. On November 2, 2015, with Ordinance 2015-47, the City Commission adopted a signage amendment submitted by Strasser Development Parcel D, LLC to allow electronic changeable copy signage within the annexed Destination Daytona land area. The amendment sought to allow electronic changeable copy signage with a public hearing based on the allowance of the signage within Volusia County. This area was allowed electronic changeable copy signage in unincorporated Volusia County and the Land Development Code was amended to allow the electronic changeable copy signage within Ormond Beach. Any electronic changeable copy signage must be sought as a Planned Business Development amendment.
2. Gas stations. On October 1, 2019, with Ordinance 2019-34, the City Commission adopted a signage amendment submitted by Granada Pointe Investors, LLC to allow electronic changeable copy signage for gas station pricing through a public hearing based on changes to state law. The Land Development Code was amended to allow this type of signage as a Special Exception.

Section C of Section 3-47(E) of the Land Development Code provides for the standards for electronic changeable copy signage.

Section 3: Ormond Beach electronic changeable copy signage, 2004 to 2010:

From the Land Development Code re-write in 2004 until 2010 (Ordinance 2010-21, March 16, 2010) electronic changeable copy signage were allowed as follows:

Electronic Changeable Copy Signage. Electronic changeable copy signage shall be regulated under the following guidelines:

1. Electronic changeable copy signs are prohibited except as follows:
    a. In the B-8 (Commercial) zoning district, for large shopping centers that have limitations on visibility for interior stores, through a Special Exception or a Planned Business Development, provided the following conditions are satisfied:
        (1) Shall be prohibited in the Greenbelt Overlay District.
        (2) The shopping center must have a combined square footage area of 120,000 square feet or over.
        (3) The shopping center should have interior stores that are not clearly visible from a public right-of-way.
        (4) Shall be for text only, no graphic images shall be allowed.
        (5) Shall be included as part of the permitted sign area and shall not exceed a maximum of thirty-three percent (33%) of the total permitted sign area.
        (6) The text of the electronic changeable copy signage shall be monochromatic.
        (7) Shall not change text more than two (2) times in any one twenty-four (24) hour period.
        (8) Shall be prohibited from flashing, scrolling, or other animation.
        (9) Violations of this section, as proven through the Special Master process, may cause the violation and loss of the Special Exception or Planned Business Development approval granting the electronic changeable copy signage
    b. In association with signs erected by any governmental agency, in order to provide community information or emergency information, in any zoning district.
        (1) The permitted sign area for governmental signage may be up to one-hundred percent (100%) of the sign area.
        (2) Shall be allowed to change as necessary to provide community or emergency information.
        (3) Shall be for text only, no graphic information shall be allowed.

Ordinance 2010-21 was a major update to the city signage standards. At the March 16, 2010 City Commission meeting, the electronic changeable copy signage section of the Land Development Code was deleted in its entirety with direction to bring back revisions specific to electronic changeable copy signage. With the deletion of the electronic changeable copy signage, signs that were permitted in this time period (Performing Arts Center and the Trails Shopping Center) became non-conforming.

Section 4: 2010 review of electronic changeable copy signage which was not adopted:

Beginning in 2008 there were eleven (11) meetings discussing electronic changeable copy signage focusing on:

1. Multi-tenant and multi-use buildings that cannot locate all the tenant names on the tenant panel signs;

2. Signage for buildings that are setback from the right-of-way;
3. Churches and other community use buildings that desire to communicate different messages; and
4. An alternative to the standard, manually changed reader board signage.

After Ordinance 2010-21, adopted on March 16, 2010, city staff was directed to provide specific options for electronic changeable copy signage. Included in the 2010 review is a memorandum from the City Attorney that states the most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them. The 2010 proposed electronic changeable copy signage was drafted to provide content neutral regulations that regulate only time, place, and the manner of signage. Signage regulations cannot regulate the content of the commercial signage.

The 2010 proposed electronic changeable copy signage amendments were limited to allowing electronic changeable copy signage only within the North US1 corridor, from Wilmette Avenue to the north city limits. The Planning Board review of the item on October 14, 2010 yielded a 3-3 vote. Some Board members believed that electronic changeable copy signage was not appropriate and would lead to additional enforcement issues. Other Board members believed that the electronic changeable copy signage would provide opportunities for businesses within the city and could be managed with the proposed conditions. At the December 7, 2010 City Commission meeting, Ordinance 2010-62 did not receive a motion and was denied. The City Commission packet is included as ATTACHMENT 1.

Section 5: Other jurisdictions regulations of electronic changeable copy signage:

In ATTACHMENT 2 are Land Development sections regarding electronic changeable copy signage from other Volusia County jurisdictions. A summary is provided below:

Daytona Beach

- Sign copy change at intervals of not less than 60 seconds.
- Animation and graphics not allowed.
- Includes conditions for signage.
- Criteria may be waived altered through Comprehensive Sign Plan, Planned Development Agreement, or Public or Semi-Public Use Permit.

Deland

- Sign copy change not more than once per day.
- Any message or picture displayed shall be static in nature and shall not scroll, blink, flicker, flash, scintillate or be otherwise animated.
- Includes conditions for signage.

Deltona

- Changeable/electronic changeable copy signs are permitted for a permanent sign or copy area and shall be equipped with automatic dimming technology that automatically adjusts for a sign's brightness in direct correlation with ambient light conditions, as applicable.

New Smyrna Beach

- Location requirements – Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S. 1, except for properties with direct frontage on the east side of U.S. 1, regardless of zoning.
- Copy cannot change more than once every eight seconds.
- Includes conditions for signage.

Port Orange

- Each message on the digital shall be displayed for at least 60 seconds in duration.
- Only static messages allowed.
- Includes conditions for signage.

Volusia County

- An electronic message center shall only be located on parcels zoned P, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, I-1, I-2, I-3, I-4, OCV, OTC or the following subcategories of PUD, BPUD, IPUD, and MPUD, as described in chapter 72, division 7of the Volusia County Code.
- An electronic message center shall not be installed within 1,000 linear feet of a conforming single-family residence as measured along each side of the right-of-way.
- The copy content of an electronic message center may change at intervals of no less than eight seconds. The content image must remain stable; continuous scrolling or flashing of the image is prohibited

Section 6: Conclusion:

The purpose of this summary is to provide the background of past city actions for electronic changeable copy signage as requested by the City Commission. As discussed in Section 3, from 2004 to 2010 there were regulations that allowed electronic changeable copy signage for shopping centers in the B-8, Commercial zoning district under certain conditions with a public hearing and for governmental signage. With Ordinance 2010-21, a major signage update, the electronic changeable copy signage regulations were deleted with direction to bring back amended language. Ordinance 2010-62 presented on December 7, 2010 did not receive a motion and was denied.

As discussed in Section 2, on November 2, 2015, with Ordinance 2015-47, the City Commission adopted a signage amendment submitted by Strasser Development Parcel D, LLC to allow electronic changeable copy signage within the annexed Destination Daytona land area. The amendment sought to allow electronic changeable copy signage with a public hearing based on the allowance of the signage within Volusia County. On October 1, 2019, with Ordinance 2019-34, the City Commission adopted a signage amendment submitted by Granada Pointe Investors, LLC to allow electronic changeable copy signage for gas station pricing through a public hearing based on changes to state

law. These two Land Development Code amendments are the existing allowances for electronic changeable copy signage within Ormond Beach.

The regulation of signage is a key component of the Land Development Code. The regulations shape the characteristics of a community for residents, businesses, property owners, and visitors. As discussed in Section 5, there are options for the regulation of electronic changeable copy signage provided that they content neutral and regulate only time, place, and the manner of signage. Regulations can include limitations to certain zoning districts, distance to residential zoning areas, requiring static only display, and operational conditions. A key discussion topic from 2010 was the concern of regulation and compliance once permitted. A memorandum from the City Attorney states the most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them.

The purpose of this summary memorandum was to present the history of electronic changeable copy signage, the actions in 2010, and the current regulations on electronic changeable copy signage. Staff also included the electronic changeable copy signage regulations of selected jurisdictions within Volusia County.

Attachments:

Attachment 1:	Ordinance 2010-62 and related information on electronic changeable copy signage
Attachment 2:	Other Volusia County jurisdiction regulations electronic changeable copy signage

ATTACHMENT 1

Ordinance 2010-62 and related information on electronic changeable copy signage

REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE CERTAIN REAL PROPERTIES TOTALING 11.13-ACRES LOCATED WITHIN THE NORTH US 1 CORRIDOR, FROM VOLUSIA COUNTY B-4 (GENERAL COMMERCIAL) AND VOLUSIA COUNTY B-9 (GENERAL OFFICE) TO CITY OF ORMOND BEACH B-7 (HIGHWAY TOURIST COMMERCIAL), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Kelley stated this was a public hearing, and he stated there were no requests to speak.

Commissioner Kent moved, seconded by Commissioner Stowers, for approval of Ordinance No. 2010-61, on first reading, as read by title only.

Call Vote:	Commissioner Boehm	Yes
	Commissioner Partington	Yes
	Commissioner Stowers	Yes
	Commissioner Kent	Yes
Carried.	Mayor Kelley	Yes

Hearing no objections, Mayor Kelley stated the public hearing was closed.

Item #9 – Electronic Changeable Copy Signage

ORDINANCE NO. 2010-62

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS, SECTION 1-22, DEFINITION OF TERMS AND WORDS, BY PROVIDING DEFINITIONS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, SITE IDENTIFICATION SIGNS, OF THE ORMOND BEACH *LAND DEVELOPMENT CODE*, BY PROVIDING LOCATION AND PERFORMANCE STANDARDS AND TERMS AND CONDITIONS THEREOF; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Ordinance No. 2010-62 failed for lack of a motion.

Item #10 – Reports, Suggestions, Requests

Employee-of-the-Year Larry Rivera
Commissioner Stowers thanked City Engineer Larry Rivera for the wonderful job working with FDOT on the proposed medians on Granada Boulevard.

Beachfront Park
Commissioner Stowers referred to Joe Jaynes request earlier to have public input in the development process of the beachfront park, and Commissioner Stowers stated he had been assured by City Manager Shanahan that part of the RFP included public involvement at the beginning of the process. He stated public input was essential to the process.

Commissioner Boehm stated he was a strong supporter of the advisory board system for input. He stated the beachfront park project should be pursued through the advisory board system, not just through independent Commission directed workshops.

Signage
Commissioner Stowers stated the signage issue brought out strong emotions in people. He stated, personally, the scope had become so narrow it was almost spot zoning, in terms of a very particular approach. He stated the restrictions of the proposed ordinance minimized the return.
Commissioner Stowers stated his vision of the electronic changeable sign was text only, with no photos or flashing graphics.

Commissioner Kent stated that at his Coffee with the Commissioner meeting, a wise woman had called the proposed ordinance as "spot zoning," and he stated he was not comfortable going down that road.

Commissioner Partington stated he was glad to see the issue die for lack of a motion because he was not going to vote for it because it came to the Commission without any community input.

FAILED

ORDINANCE NO. 2010-62

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS, SECTION 1-22, DEFINITION OF TERMS AND WORDS, BY PROVIDING DEFINITIONS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, SITE IDENTIFICATION SIGNS, OF THE ORMOND BEACH *LAND DEVELOPMENT CODE,* BY PROVIDING LOCATION AND PERFORMANCE STANDARDS AND TERMS AND CONDITIONS THEREOF; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend the City of Ormond Beach *Land Development Code* ("*LDC*") to allow electronic changeable copy (ECC) signs under certain conditions under the *Land Development Code* ("*LDC*"), and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on October 14, 2010, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the requested amendments to be consistent with the provisions of the *Charter* and the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 1-22, Definition of Terms and Words, of Chapter 1, General Administration, of Article III, Definitions, of the *LDC* is hereby amended to read as follows:

Sign, Directory: ...(No change in existing text)...

Sign, Electronic Changeable Copy: ~~A sign with a static illuminate message area composed of a series of LED with a minimum of nine (9) pixels per LED with a 1" diameter, such that is could be changed through electronic means. Such signs are not permitted to flash, scroll, or otherwise be animated.~~ An electronic changeable copy sign is a sign that displays an electronic image, which may only include text, where the rate of change is electronically programmed and can be modified by electronic processes. Electronic changeable copy signs are only allowed as "on-site" signs.

Sign Contractor: ...(No change in existing text)...

Sign, Off-Site: ...(No change in existing text)...

Sign, On-Site: Any sign occurring or located within the boundaries of a project, lot, or parcel, as may be applicable to the circumstance.

Sign, Political: ...(No change in existing text)...

SECTION TWO. Section 3-47, Business Premise Identification Signs, of Chapter 3, Performance Standards, Article IV, Sign Regulations, of the *LDC* is hereby amended to read as follows:

G. Residential Development Identification Signs: ...(No change in existing text)...

I. Electronic changeable copy signs.

(a) Electronic changeable copy signs shall meet the following design, construction, operation, and location standards.

1. Electronic changeable copy signs are permitted only along US Highway 1, from Wilmette Avenue to the north City limits.

2. Electronic changeable copy signs shall be allowed only on multi-tenant sites consisting of a minimum of three (3) contiguous acres and a minimum of two hundred (200) linear feet of frontage along roadways designated in (a)1 above. For this section only, multi-tenant sites shall be defined as a site that has been issued more than one business tax receipt for the same business site address.

3. No more than one electronic changeable copy sign shall be allowed for each property, and this provision shall not be deemed to allow additional signs, but shall be consistent with Section 3-47, B(3).

4. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 50% of the permitted total sign area.

5. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line.

6. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeter or less.

7. Electronic changeable copy signs shall be constructed as a monument sign, and meet all size and landscaping requirements in Section 3-47, B.

8. The display of the electronic changeable copy sign shall not change more rapidly than once every hour.

9. The electronic changeable copy sign display shall consist of text only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board.

10. The electronic changeable copy sign display shall have a one-color dark background with only the message or foreground lit in one-color text .

11. All electronic changeable copy signs shall have installed ambient light monitors and shall at all times allow such monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions.

12. Electronic changeable copy sign permit applications shall be submitted to the Chief Building Official consistent with Section 3-39 of the Ormond Beach *Land Development Code,* and shall be reviewed by the City's Site Plan Review Committee for a determination that the application is consistent with all provisions of the Ormond Beach *Land Development Code* and *Code of Ordinances.* The Site Plan Review Committee shall issue a final recommendation to the Planning Director within thirty (30) days of receipt of a completed application, and the Planning Director shall

issue a final determination within fifteen (15) days of the Site Plan Review Committee recommendation. Electronic changeable copy sign permit applications denied by the Planning Director are appealable to the City Commission pursuant to Section 1-19 (B) (1) of the Ormond Beach *Land Development Code.*

13. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations.

14. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the Ormond Beach *Land Development Code* and *Code of Ordinances* and that the owner or operator shall provide proof of such conformance upon request of the City.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word; clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FIVE. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 7th day of December, 2010.

PASSED UPON at the second and final reading of the City Commission, this 21st day of December, 2010.

ED KELLEY
Mayor

ATTEST:

VERONICA PATTERSON
City Clerk

FAILED

ORDINANCE NO. 2010-62

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS, SECTION 1-22, DEFINITION OF TERMS AND WORDS, BY PROVIDING DEFINITIONS; AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, SITE IDENTIFICATION SIGNS, OF THE ORMOND BEACH *LAND DEVELOPMENT CODE,* BY PROVIDING LOCATION AND PERFORMANCE STANDARDS AND TERMS AND CONDITIONS THEREOF; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend the City of Ormond Beach *Land Development Code* ("*LDC*") to allow electronic changeable copy (ECC) signs under certain conditions under the *Land Development Code* ("*LDC*"), and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on October 14, 2010, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the requested amendments to be consistent with the provisions of the *Charter* and the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

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Sign Contractor: ...(No change in existing text)...

Sign, Off-Site: ...(No change in existing text)...

Sign, On-Site: Any sign occurring or located within the boundaries of a project, lot, or parcel, as may be applicable to the circumstance.

Sign, Political: ...(No change in existing text)...

SECTION TWO. Section 3-47, Business Premise Identification Signs, of Chapter 3, Performance Standards, Article IV, Sign Regulations, of the *LDC* is hereby amended to read as follows:

G. Residential Development Identification Signs: ...(No change in existing text)...

I. Electronic changeable copy signs.

(a) Electronic changeable copy signs shall meet the following design, construction, operation, and location standards.

1. Electronic changeable copy signs are permitted only along US Highway 1, from Wilmette Avenue to the north City limits.

2. Electronic changeable copy signs shall be allowed only on multi-tenant sites consisting of a minimum of three (3) contiguous acres and a minimum of two hundred (200) linear feet of frontage along roadways designated in (a)1 above. For this section only, multi-tenant sites shall be defined as a site that has been issued more than one business tax receipt for the same business site address.

3. No more than one electronic changeable copy sign shall be allowed for each property, and this provision shall not be deemed to allow additional signs, but shall be consistent with Section 3-47, B(3).

4. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 50% of the permitted total sign area.

5. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line.

6. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeter or less.

7. Electronic changeable copy signs shall be constructed as a monument sign, and meet all size and landscaping requirements in Section 3-47, B.

8. The display of the electronic changeable copy sign shall not change more rapidly than once every hour.

9. The electronic changeable copy sign display shall consist of text only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board.

10. The electronic changeable copy sign display shall have a one-color dark background with only the message or foreground lit in one-color text .

11. All electronic changeable copy signs shall have installed ambient light monitors and shall at all times allow such monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions.

12. Electronic changeable copy sign permit applications shall be submitted to the Chief Building Official consistent with Section 3-39 of the Ormond Beach *Land Development Code,* and shall be reviewed by the City's Site Plan Review Committee for a determination that the application is consistent with all provisions of the Ormond Beach *Land Development Code* and *Code of Ordinances.* The Site Plan Review Committee shall issue a final recommendation to the Planning Director within thirty (30) days of receipt of a completed application, and the Planning Director shall

issue a final determination within fifteen (15) days of the Site Plan Review Committee recommendation. Electronic changeable copy sign permit applications denied by the Planning Director are appealable to the City Commission pursuant to Section 1-19 (B) (1) of the Ormond Beach *Land Development Code.*

13. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations.

14. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the Ormond Beach *Land Development Code* and *Code of Ordinances* and that the owner or operator shall provide proof of such conformance upon request of the City.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word; clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FIVE. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 7th day of December, 2010.

PASSED UPON at the second and final reading of the City Commission, this 21st day of December, 2010.

ED KELLEY
Mayor

ATTEST:

VERONICA PATTERSON
City Clerk

CITY MANAGER
MEMORANDUM

To: Honorable Mayor Kelley and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Ric Goss, AICP, Planning Director

Date: December 2, 2010

Subject: Land Development Code Amendment:
Electronic Changeable Copy (ECC) Signage, Section 1-22, Definitions of Terms and Words, and Section 3-47, Site Identification Signs

Introduction: This is a request to amend Chapter 1: General Administration, Article III-Definitions, Section 1-22, Definitions of Terms and Words and Chapter 3: Performance Standards, Article IV-Sign Regulations, Section 3-47, Site Identification Signs of the Land Development Code (LDC) to allow electronic changeable copy (ECC) signage under certain conditions.

Background: The issue of electronic changeable copy signage began in 2008 as business and property owners sought alternative signage to what was allowed under the Land Development Code. There were amendments to the Land Development Code sign article that were approved by the City Commission in March 16, 2010; however, the section regarding ECC signs was pulled for discussion and analysis. On May 18, 2010, the City Commission provided policy direction to staff to draft a Land Development Code amendment for ECC signs.

The purpose of the amendments is as follows:

1. To provide signage for multi-tenant or multi-use buildings that cannot locate all the tenant names on the tenant panel signs.
2. To provide signage for buildings that are set back considerable distances from the right-of-way, have limited signage, or have substantial landscape plantings in front of the building(s).
3. To provide a better aesthetic look for businesses other than multiple tenant panels that can be hard to read because of their small size.

Attached to this memorandum are a summary of the public meetings and the minutes of the meetings where ECC signage has been discussed. There are many variations to a potential ECC sign ordinance. One option is to prohibit them, as stated in the City Attorney's memorandum that said, the most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them. The proposed ordinance has been drafted to establish content-neutral regulations that regulate only time, place, and manner of signage. The attached ordinance has been prepared based on the policy direction from the Planning Board workshops of August 23, 2010, and September 28, 2010.

Analysis: The draft ordinance contains the following regulations regarding ECC signs:

1. Limits potential locations to along North US1 from Wilmette Avenue to north City limits. No other areas in the City would be permitted ECC signage.
2. Requires sites to be multi-tenant, 3 acres or greater, and have a minimum lot frontage of 200'.
3. Allows only one ECC sign per property.
4. Limits the ECC sign area to 50% or less of the total square footage of the sign.
5. Requires a 300' separation between ECC signs and single-family residential lots.
6. Requires a certain sharpness and resolution to the ECC sign with the pixel spacing at 20 millimeter or less.
7. ECC signs can only be monument signs. The maximum square footage for a monument sign is 64 square foot. Therefore, the maximum ECC sign area is 32 square feet.
8. ECC signs cannot change more than once an hour.
9. ECC signs shall be limited to text only and no other form of movement is permitted.
10. ECC signage is limited to one color dark background with only the message or foreground lit in one color lettering.
11. Requires automatic dimmers to control the brightness of the ECC sign.
12. ECC sign applications will be reviewed by the Site Plan Review Committee (SPRC).
13. Applicants are required to submit the manufacturer's operating manual as part of the sign permit.
14. Applicants must provide a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the Land Development Code.

Planning Board Recommendation: The Planning Board reviewed the Land Development Code amendment at the October 14, 2010, meeting. The Planning Board vote was 3 to 3 with one board member absent. Planning Board members stated:

1. Mrs. Press stated the City should be finding ways to improve the sign standards, since the proliferation of signs was detrimental to the community. She stated that she did not want to see the electronic changeable copy signs throughout the City and did not think that the time was right for them. She concluded by saying that the proposal was arbitrary and unfair and remarked that the City did not need any more lawsuits.

2. Mrs. Behnke agreed with Mrs. Press that allowing the ECC signs in limited locations was unfair and that it was neither the right time nor the right place for electronic signage.
3. Mr. Opalewski stated he did not feel that there would be a proliferation of the electronic changeable copy signs and pointed out that there were already such signs in the City. He noted that they were not distracting and did not emanate any more light than the existing lighted monument signs. He stated he supported the electronic signs and the proposed ordinance, given the stated parameters, and would support allowing the signs in other areas, as well.
4. Mr. Wigley felt that the legality of the ordinance would be challenged because of the City's attempt to limit the scope of the signs and to limit the corridors in which they would be allowed. He felt that the electronic signage issue would be fought in the courts for years to come and stated that the only way to eliminate such legal challenges was to prohibit electronic changeable copy signs in the City.
5. Mr. Jorczak said that while he preferred not to allow them, the net result of those efforts was an ordinance that could withstand legal challenges and signs that would, hopefully, provide for the most aesthetically pleasing electronic signage possible, should the City Commission desire to allow them.
6. Chair Thomas stated that the City Attorney had studied the issue and said that the proposed ordinance could withstand legal challenges as to time, place and manner, i.e., which included road segments.

There were several members of the public that addressed the board and stated:

1. Expressed concern that the signs had the potential to degrade the community aesthetic or the property values in the City. The individual questioned whether they would benefit anyone other than the small group of people who were seeking exposure for their businesses.
2. Likened the electronic changeable copy signs to cell phones and computers as simply another technological advancement.
3. Denying the use of electronic signage would affect not only the business community, but the consumers as well, and said that the Planning Board had the power to create a look that would be acceptable in any community.
4. Existing signs in the City were much less attractive than the proposed ECC signage.

Recommendation: As stated previously, there are a number of options in how ECC signs are regulated. At one spectrum, there is an option of strictly prohibiting these types of sign and at the opposite is allowing them with no regulations. The attached ordinance has been draft to assist those businesses on large parcels of land with more than one business with certain time, place, and manner restrictions.

It is recommended that the City Commission **APPROVE** the amendments attached in Exhibit "A" amending Chapter 1: General Administration, Article III-Definitions, Section 1-22, Definitions of Terms and Words and Chapter 3: Performance Standards, Article IV-Sign Regulations, Section 3-47, Site Identification Signs of the Land Development Code to allow electronic changeable copy signage under certain conditions. The Planning Board by the result of the 3-3 vote, recommended that the Land Development Code amendment be **DENIED.**

Reviewed by: _____ 11/16/10

Theodore S. MacLeod, P.E. Date
Assistant City Manager

Approved by: _____ 11/23/10

Joyce A. Shanahan, City Manager Date

Prepared by: Steven Spraker, AICP, Senior Planner

[Electronic Changeable Copy Signage -LDC.doc]

STAFF REPORT

City of Ormond Beach
Department of Planning

DATE: October 8, 2010

SUBJECT: Land Development Code Amendment: Electronic Changeable Copy (ECC) Signage, Section 1-22, Definitions of Terms and Words, and Section 3-47, Site Identification Signs

APPLICANT: Administrative

NUMBER: LDC 01-114

PROJECT PLANNER: Steven Spraker, AICP, Senior Planner

INTRODUCTION:

This is a request to amend Chapter 1: General Administration, Article III-Definitions, Section 1-22, Definitions of Terms and Words and Chapter 3: Performance Standards, Article IV-Sign Regulations, Section 3-47, Site Identification Signs of the Land Development Code to allow electronic changeable copy (ECC) signage under certain conditions.

BACKGROUND:

The issue of electronic changeable copy signage began in 2008, as business and property owners sought alternative signage to what was allowed under the Land Development Code. There were amendments to the Land Development Code sign article that were approved in March 16, 2010; however, the section regarding ECC signs was pulled for discussion and analysis. The purpose of the amendments, as expressed in previous meetings, is as follows:

1. To provide signage for multi-tenant or multi-use buildings that cannot locate all the tenant names on the tenant panel signs.
2. To provide signage for buildings that are set back a considerable distance from the right-of-way, have limited signage, or have substantial landscape plantings in front of the building(s).
3. To provide a better aesthetic look for businesses other than multiple tenant panels that can be hard to read because of their small size.

Staff has provided the minutes of the previous Planning Board and City Commission meetings in Exhibit D. The following meetings or actions have occurred regarding ECC signage:

1. **December 11, 2008: Planning Board discussion item:**

   Mr. Raymond Webb, of KENKO signs, along with representatives from Watchfire, a leading manufacturer of electronic signage from Danville, Illinois,

provided a demonstration of electronic signage and the potential capabilities. The Board direction was to take things one step further and have staff start acquiring data to try to establish standards. The Board felt there was enough interest to start exploring further.

2. December 2, 2009: Meeting with business owners and sign companies:

City staff met with various sign companies, members of the Ormond Beach Chamber of Commerce, the Volusia County Association for Responsible Development (VCARD), and property and business owners to gather initial input on the signage amendments.

3. December 10, 2009: Planning Board Discussion Item:

Planning staff presented draft revisions to the City's sign article including ECC signs. The draft allowed electronic changeable copy signs in the primarily commercial areas of SR A1A, Nova Road, US 1 and excluding them along Granada Blvd., Hand Avenue, in the B-1, B-9 and B-10 zoning districts and within the Downtown Redevelopment Area.

4. January 14, 2010: Planning Board

The Planning Board recommended approval of revisions to the signage article that included the use of electronic changeable copy signage. The version approved by the Planning Board allowed electronic changeable copy signage in traditionally commercial areas such as SR A1A, Nova Road, US1, and Williamson Boulevard. The professional and office areas (Granada Boulevard, Hand Avenue, B-1, B-9, and B-10 zoned properties, and the Downtown Community Redevelopment Area) were prohibited from having electronic changeable copy signage.

5. March 16, 2010: City Commission

When the signage amendments went before the City Commission, staff received a request from a house of worship along Granada Boulevard to be permitted to utilize ECC signs. At the March 16, 2010 City Commission meeting, the Commission deleted the Section of the signage amendments regarding ECC signs and approved the remainder of the sign article amendments. They then requested that staff provide additional information regarding ECC signs.

6. May 18, 2010, City Commission Discussion Item

Daktronics provided a demonstration and a PowerPoint discussion to the City Commission regarding ECC signs. The City Commission discussed electronic signage and provided city staff the following direction:

a. ECC signs shall be all text only – no other animation or movement shall be allowed.

b. The screen resolution will require a pixel spacing of 20 millimeters or less.

c. ECC sign text shall not change more than once every hour for churches and no more than every 12 hours for all other uses.

d. ECC signs shall not be allowed in the Downtown Community Redevelopment Area, within 200' of residential uses, or in office zoning corridors, except for churches on Granada Boulevard.

e. ECC signs shall be allowed for businesses in commercial zoning areas such as on US1, A1A and Nova Road.

f. The spacing and number of ECC signs are to be as currently allowed for signage.

g. The copy area for ECC signs shall be limited to 50% of sign size for all uses except for governmental, which may have a 100% ECC sign area.

h. The measurement of light for code enforcement purposes should be measured by specific light 0.3 light candles above ambient light, not NITS.

i. All ECC should be required to include auto dimmers to control sign brightness.

7. June 10, 2010: Planning Board, Land Development Code amendment

Highlights

- Mrs. Behnke voiced her concern with enforcement of the ECC sign regulations. She acknowledged that the city's code enforcement was complaint driven, but felt it was basically ineffective; she pointed out that violations occurred in the evening and on weekends and that if code enforcement staff did not see a violation, they could not pursue a remedy. She said that once purchased, the buyer had the software to effect the change in sign display and copy and said there would be no one to ensure that operation of the signs remained as permitted.
- Mr. Jorczak said that there were simply too many unanswered questions that needed to be addressed. He clarified that he was not opposed to electronic signs *per se*, since they served a very real public need in communicating public safety issues/information for the benefit of the community. He thought that perhaps any regulation could differentiate between what could be done by a governmental entity vs. what could be done by others. He restated that the Board was not ready to make a recommendation regarding electronic changeable copy signage.
- Mrs. Press stated that the subject of signs always evoked strong emotional reactions. She thought that many business owners, if left to their own devices, would do whatever they could to call attention to their businesses and products, even if it meant painting their buildings in all kinds of eye-catching colors, using pole signs, etc. She said that without the city's regulations, all the main roadways in Ormond would look like SR436 in Altamonte Springs.

- Mr. Opalewski agreed that it was a difficult issue. He said that he did not find the electronic sign at The Trails to be offensive and thought that the signs made sense as a way for government (such as Leisure Services) to disseminate information to the public.
- City Attorney Hayes said that signage issues were always challenging, but that the issue of electronic signage was a bit more complicated because it was a new technology for which there was not yet much regulation history and each community was struggling to adequately address the needs and concerns of their residents. He stated that the easiest way to regulate the ECC signs was not to allow them.
- The Board continued the issue until the next Planning Board meeting to allow the City Attorney's office additional review time.

8. August 12, 2010: Planning Board, discussion item

Highlights

- The Board was provided the memorandum from Randal A. Hayes, City Attorney, dated August 3, 2010, and discussed the memorandum (see Exhibit C).
- There were seven members of the public that spoke regarding ECC signs, 6 for ECC signs and 1 against.
- The Board agreed to conduct a workshop on ECC signs.

9. August 23, 2010: Planning Board Workshop

Highlights

- The City Attorney provided a sample ordinance for a beginning point of discussion.
- Several members of the Board stated that they were not necessarily in favor of ECC signs but did believe that an ordinance needed to be presented to the City Commission for a final decision.
- Mr. Wigley opined that there was no need to draft something that could be expected to become a legal quagmire, but did not feel that the Board should function in a defensive position either. He agreed that the major thoroughfares previously mentioned were predominately commercial and that locating the signs along Granada Boulevard, US1, Nova Road or SR A1A would be the least visually intrusive, but did not think that the majority of the citizens wanted the signs. He expressed concern with the cost of litigation if the law was later challenged and overturned and said that they only way to prevent that was not to allow the electronic signs.

Policy Direction

- No more than one electronic changeable copy sign shall be allowed for each property and that a second [traditional] monument sign be allowed for properties fronting on corner lots.
- Electronic signs to be constructed as monument signs.
- Staff to provide additional research on the appropriate distance of electronic signs for residential lots, using 300' and 500' as the starting point.
- Agreed that electronic signs should have no form of movement or animation and added the word "scroll" to the list of prohibited actions of ECC signs.
- ECC signs would be required to have one-color dark background and one-color lettering.
- Agreed that the automatic dimmers should be required.
- That the brightness of ECC signs be measured by use of a foot-candle meter and that it conform to the city's current signage standards in Section 3-44 of the LDC.
- Did not want pictures in response to an inquiry regarding logos, and agreed that they wanted to limit the signs to text only.
- Limit the text change of ECC signs to once per hour.
- Directed staff to provide additional information on a minimum lot frontage and parcel size as criteria for ECC signs.
- Directed staff to analyze the following roadways for ECC signs:
  1. Granada Boulevard, from Clyde Morris Blvd. to Breakaway Trails.
  2. US1, from Nova Road to Flagler County line.
  3. South Atlantic Avenue, from Granada Blvd. to south City limits.
  4. Nova Road, from North US1 to south City limits.
- Agreed with the requirement for a manufacturer's operating manual.
- Agreed with the requirement of a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the Land Development Code (LDC).
- Agreed to the proposed appeal process with the appeals going to the Special Master with further appeal to the Circuit Court of Volusia County. Staff agreed to look at the appeal process for other signs and other appeal routes.

5. September 28, 2010: Planning Board Workshop

Policy Direction

- The Board provided direction that ECC signs should be limited along North US1 Corridor, from Wilmette Avenue to north City limits. The corridors of Granada Boulevard, Nova Road, and SR A1A were rejected. Requested additional information for the Hand Avenue and US1, from Wilmette Avenue to Nova Road, corridors.
- Recommended a minimum parcel size of three (3) acres and a minimum lot frontage of 200'.
- Recommended that ECC signs be restricted to multi-tenant structures.
- Recommended no ECC sign shall be within 300' of a conforming single family residential lot line. The measurement would be a radius around the single family lot.
- The resolution of ECC signs would be required to have a pixel spacing of 20 millimeter or less. Directed staff to provide additional information on the resolution of ECC signs.
- ECC sign area not to exceed 50% of total sign area.
- Utilize the existing 5' setback required of all signs rather than creating a 10' setback requirement.
- Appeals of the ECC sign determinations will follow the appeal process of Section 1-19 of the Land Development Code.

ANALYSIS:

The staff analysis is included in Exhibit B (resolution and pixel size), Exhibit C (City Attorney memorandum and Exhibit E (site analysis). There are many variations to a potential ECC sign ordinance. One option is to prohibit them, as stated in the City Attorney's memorandum that said, the most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them. The proposed ordinance has been drafted to establish content-neutral regulations that regulate only time, place, and manner of signage. The attached ordinance has been prepared based on the policy direction from the Planning Board workshops of August 23, 2010, and September 28, 2010.

At the September 28, 2010 Planning Board Workshop, the Board requested the following additional information:

1. **Provide an analysis of allowing ECC signs along US1 from Wilmette Avenue to Nova Road**;

   The area between Wilmette Avenue and Nova Road is dominated by mosquito control canals and wetlands. There are a total of 21 properties in this corridor. Nine of the 21 properties have 200' or more of frontage on US1 and are greater than 300' from residential lot lines. Of these 9 properties, 6 have a parcel size of

3 acres ore more. There are no properties that meet the multi-tenant criteria of the proposed Ordinance.

Major properties in this corridor include:

a. The Performing Arts Center at 399 North US1: This property is greater than 3 acres, but is not a multi-tenant building.

b. Total Comfort at 400 North US1 –This property is multi-tenant, but is less than 3 acres.

c. Shopping Center at 401 North US1 – This property is within 300' of residential lots.

Table 1: US1 from Wilmette Avenue to Nova Road

	Total number of lots/parcels:			**21**
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			**10**
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			**9**
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			**0**
	1 acre to 1.99 acres:			**0**
	2 to 2.99 acres:			**3**
	3 or more acres:			**6**
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**1**	**0**
	1 acre to 1.99 acres:	**0**	**1**	**0**
	2 to 2.99 acres:	**0**	**1**	**0**
	3 or more acres:	**1**	**0**	**0**
	Total:	**1**	**3**	**0**

2. Provide an analysis of the Hand Avenue corridor;

Staff reviewed the segment of Hand Avenue from Nova Road west to Williamson Boulevard. Staff only reviewed the properties in the City of Ormond Beach. There are a total of 11 properties within this corridor. There are 9 of the 11 properties that are more than 200' in lot frontage and over 3 acres. There are 6 properties that would meet the criteria established in Exhibit A which would include:

a. Root Office complex, 295 Clyde Morris Boulevard
b. Medical offices, 290 Clyde Morris Boulevard
c. Kohen and Rubin offices, 154 Hand Avenue
d. Hand Avenue Centre, 1400 Hand Avenue
e. Medical offices, 325 Clyde Morris Boulevard
f. Florida Urology, 300 Clyde Morris Boulevard

Table 2: Hand Avenue, from Nova Road to Williamson Boulevard

	Total number of lots/parcels:			**11**
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			**11**
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			**10**
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			**0**
	1 acre to 1.99 acres:			**0**
	2 to 2.99 acres:			**1**
	3 or more acres:			**9**
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**0**	**0**
	1 acre to 1.99 acres:	**0**	**0**	**0**
	2 to 2.99 acres:	**0**	**0**	**0**
	3 or more acres:	**7**	**6**	**6**
	Total:	**7**	**6**	**6**

3. Provide examples of differing ECC sign resolutions.

   Exhibit B provides examples of the resolution of ECC signs. In summary, the lower the pixel spacing, the higher the resolution or sharpness of the electronic sign. Based on discussions with several sign contractors, staff is recommending a pixel spacing of 20 millimeters or less.

Based upon the criteria proposed in Exhibit A, staff's research shows the blow properties would be eligible for ECC signage. Please note, each application would need to demonstrate compliance to the Ordinance if approved. This list is as of the date of this report and it should be noted that there are additional vacant properties that may be developed in the future that could meet the proposed criteria.

North US1: Wilmette Avenue to Nova Road

None.

North US1: Nova Road to Airport Road

1. Tomoka Business Center – 906 N. US1.
2. Action Golf and RV Storage – 930 N. US1.
3. Bull Run – 1024 N. US1.

North US1: Airport Road to Hull Road

4. Ormond Beach Comm Properties (County) 1201 N. US1.

North US1: Hull Road to I-95

5. Ormond Commerce Park – 1293 N. US1.
6. Hull Pointe -1230 N. US1.
7. Amaral Plaza – 1360 N. US1.
8. MBA Business Center – (County) 1439 N. US1.
9. Gardens Business Center – (County) – 1459 N. US1.

North US1: I-95 to Flagler County

10. Hotel – 1614 N. US1.
11. Destination Daytona – (County) – 1637 N. US1.

CONCLUSION:

There are certain criteria that must be evaluated before adoption of an amendment. According to the LDC, the Planning Board must consider the following criteria when making their recommendation.

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   The proposed Land Development Code amendment will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life. The purpose of the amendments is to recognize a new technology and provide regulations for its use within the City.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The Comprehensive Plan does not provide any direct Goals, Objectives, or Policies regarding signage. The Comprehensive Plan does address the need to maintain the

aesthetics and character of the City. The orginial intent of the sign amendments was to provide a balance between the residential nature of the City and the desire for non-residential development to have adequate signage to provide advertising necessary to maintain their businesses. The proposed Ordinance seeks to provide a content neutral framework if ECC signs are permitted.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   There is no project-specific development application and the proposed Land Development Code amendment will not have an adverse impact on environmentally sensitive lands.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   Electronic signage was previously permitted under the Land Development Code and there has been substantial review and criteria established to ensure that ECC signs will not negatively impact adjoining properties. These criteria include:

   d. Minimum separation of 300' from residential lots.
   e. Requirement of automatic dimmers.
   f. Limitation of the size of ECC signs area.
   g. Limitation to monument sign only.
   h. Dimensional criteria designed to restriction to large parcels.

   The proposed Land Development Code amendment has been drafted not to create visual impacts on adjoining properties or depreciate the value of surrounding properties.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   The proposed Land Development Code amendments are not applicable to public facilities.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

There is no development proposed for this amendment. The application pertains to a Land Development Code amendment.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   There is no development proposed for this amendment. The application pertains to a Land Development Code amendment.

8. **The proposed development provides for the safety of occupants and visitors.**

   There is no development proposed for this amendment. The application pertains to a Land Development Code amendment.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   There is no development proposed for this amendment. The application pertains to a Land Development Code amendment.

10. **The testimony provided at public hearings**.

    There has been public testimony provided at previous Planning Board and City Commission meetings which is included in Exhibit D. Any additional testimony from the Planning Board meeting will be forwarded to the City Commission.

RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the amendments attached in Exhibit "A" amending Chapter 1: General Administration, Article III-Definitions, Section 1-22, Definitions of Terms and Words and Chapter 3: Performance Standards, Article IV-Sign Regulations, Section 3-47, Site Identification Signs of the Land Development Code to allow electronic changeable copy signage under certain conditions.

Exhibit A

Proposed Land Development Code Amendments

CITY OF ORMOND BEACH
DRAFT REVISION TO SIGN CODE REGARDING
ELECTRONIC CHANGEABLE COPY SIGNS

ADD THE FOLLOWING DEFINITONS TO SECTION 1-22: DEFINITION OF TERMS AND WORDS

. . . . .

On-site sign: A sign relating in its subject matter to the premises on which it is located, or to products, accommodations, services, or activities on the premises.

Sign, Electronic Changeable Copy: ~~A sign with a static illuminated message area composed of a series of LED with a minimum of nine (9) pixels per LED with a 1" diameter, such that it could be changed through electronic means. Such signs are not permitted to flash, scroll, or otherwise be animated.~~ An electronic changeable copy sign is a sign that displays an electronic image, which may only include text, where the rate of change is electronically programmed and can be modified by electronic processes. Electronic changeable copy signs are only allowed as "on-site" signs.

ADD A NEW SECTION TO SECTION 3-47 OF LDC TO READ AS FOLLOWS:

Sec. 3-47: SITE IDENTIFICATION SIGNS: All signs shall be located on the property which they identify. Such property shall include the lot frontage of any premise under single ownership or developed as a single site for purposes of meeting setback, buffer, land area or other dimensional requirements of this Code and subject to the following:

. . . .

I. Electronic changeable copy signs.

(a) Electronic changeable copy signs shall meet the following design, construction, operation, and location standards.

1. Electronic changeable copy signs are permitted only along US Highway 1, from Wilmette Avenue to the north City limits.

2. Electronic changeable copy signs shall be allowed only on multi-tenant sites consisting of a minimum of three (3) contiguous acres and a minimum of two hundred (200) linear feet of frontage along roadways designated in (a)1 above. For this section only, multi-tenant sites shall be

defined as a site that has been issued more than one business tax receipt for the same business site address.

3. No more than one electronic changeable copy sign shall be allowed for each property, and this provision shall not be deemed to allow additional signs, but shall be consistent with Section 3-47 B(3).

4. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 50% or less of the permitted total sign area.

5. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line.

6. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeter or less.

7. Electronic changeable copy signs shall be constructed as a monument sign, and meet all size and landscaping requirements located of Section 3-47.B.

8. The display of the electronic changeable copy sign shall not change more rapidly than once every hour.

9. The electronic changeable copy sign display shall consist of text only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board.

10. The electronic changeable copy sign display shall have a one color dark background with only the message or foreground lit in one color lettering .

11. All electronic changeable copy signs shall have installed ambient light monitors and shall at all times allow such monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions.

12. Electronic changeable copy sign permit applications shall be submitted to the Chief Building Official consistent with Section 3-39 of the Ormond Beach *Land Development Code,* and shall be reviewed by the City's Site Plan Review Committee for a determination that the application is consistent with all provisions of the Ormond Beach *Land Development Code* and *Code of Ordinances.* The Site Plan Review Committee shall

issue a final recommendation to the Planning Director within thirty (30) days of receipt of a completed application, and the Planning Director shall issue a final determination within fifteen (15) days of the Site Plan Review Committee recommendation. Electronic changeable copy sign permit applications denied by the Planning Director shall be appealed to the City Commission pursuant to Section 1-19 (B) (1) of the Ormond Beach *Land Development Code.*

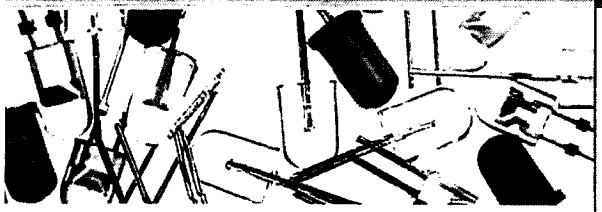
13. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations.

14. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the Ormond Beach *Land Development Code* and *Code of Ordinances* and that the owner or operator shall provide proof of such conformance upon request of the City.

Exhibit B

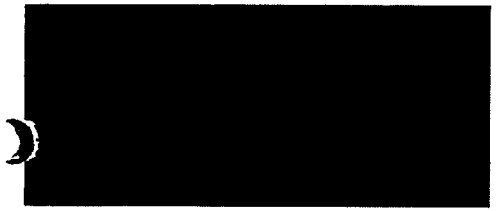
Information on Electronic Sign Resolution

LED, PIXEL AND RESOLUTION



LED

LED is an abbreviation for light emitting diode. An LED is a solid-state electronic device that is much more efficient at creating light than an incandescent lamp. LEDs contain chemical compounds that emit light when electric current passes through them. Different chemical compounds emit different colors of light. Unlike incandescent lamps, LEDs have no filaments that can burn out or fail. Daktronics uses the highest quality LEDs from the top manufacturers in the world.



Pixels can be a single LED or multiple LEDs grouped together (eight pixels, four LEDs per pixel are shown)

PIXEL

Pixel is short for picture element. Pixels are points of light that illuminate to form letters, words, graphics, animation and video images. A pixel can be made up of a single LED, multiple LEDs of the same color or multiple LEDs of different colors. A pixel is the smallest element of the electronic display system that can be individually controlled. It can be turned off or on at various brightness levels.

RESOLUTION

Resolution is defined as the number of pixels contained in the physical area of an electronic display. The greater the number of pixels per square foot, the greater the amount of detail displayed. The three examples below show a house with pricing as if it was displayed on electronic message centers from the same distance, with different pixel spacing. Each of these three images represents an electronic display approximately five feet high.

LINES

The EV (Evolution) pixel layout, found in some models of the GalaxyPro® Revolution™ series, is measured in lines and columns. The layout offers the customer more horizontal lines without the cost of increased resolution.

More horizontal lines form a more complete image, resulting in higher-quality graphics.

Approx. 5'0"



34 mm (1.33") spacing
40 lines high x 80 columns wide
82 pixels per square foot

Approx. 5'0"



20 mm (0.78") spacing
64 lines high x 144 columns wide
230 pixels per square foot

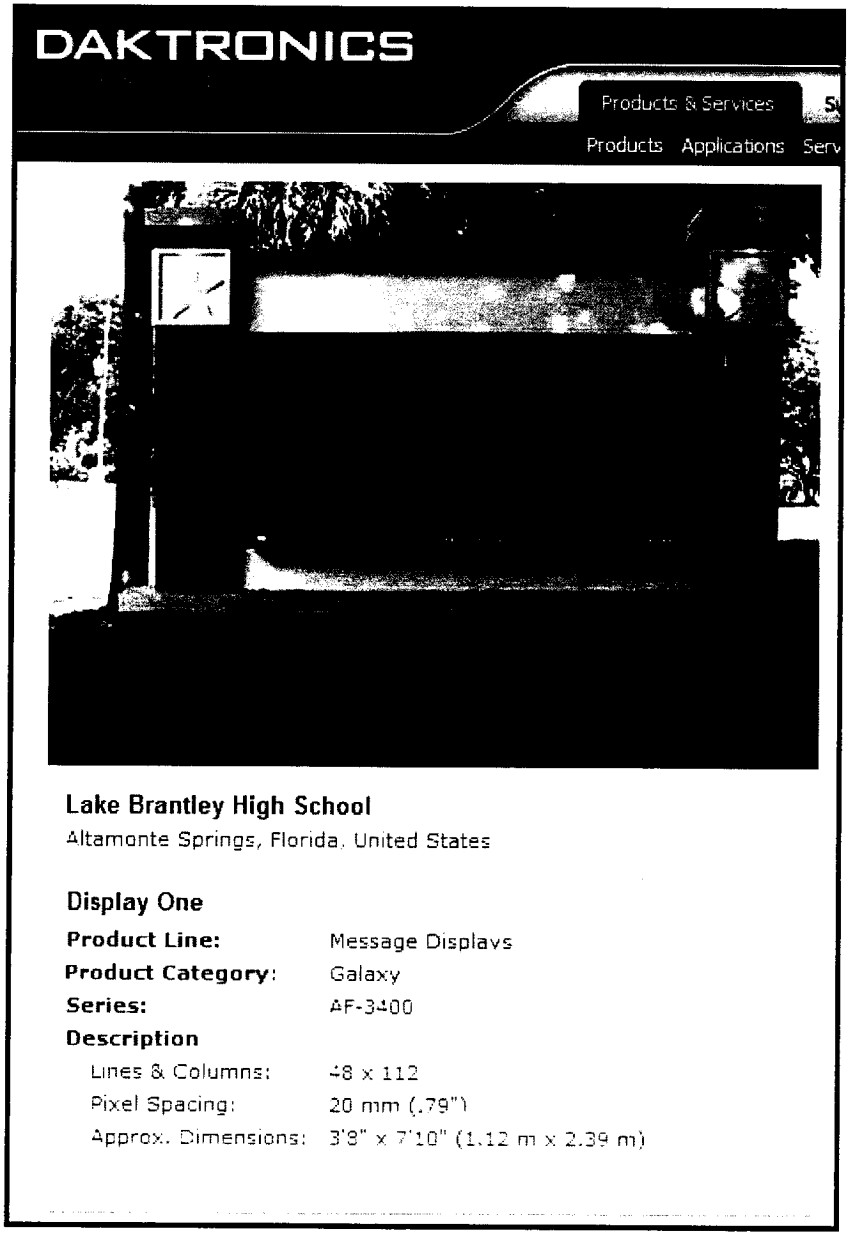
Approx. 5'0"



16 mm (0.65") spacing
80 lines high x 176 columns wide
341 pixels per square foot



25 MM Sign at 399 North US 1



20 MM Sign

Source: http://www.daktronics.com/ProductsServices/PhotoGallery/Pages/default.aspx?photoID=WP-13504&keywords=20%20mm&filters=ProductCategory,Message%20Displays;Country,United%20States;USA;State,Florida;FL



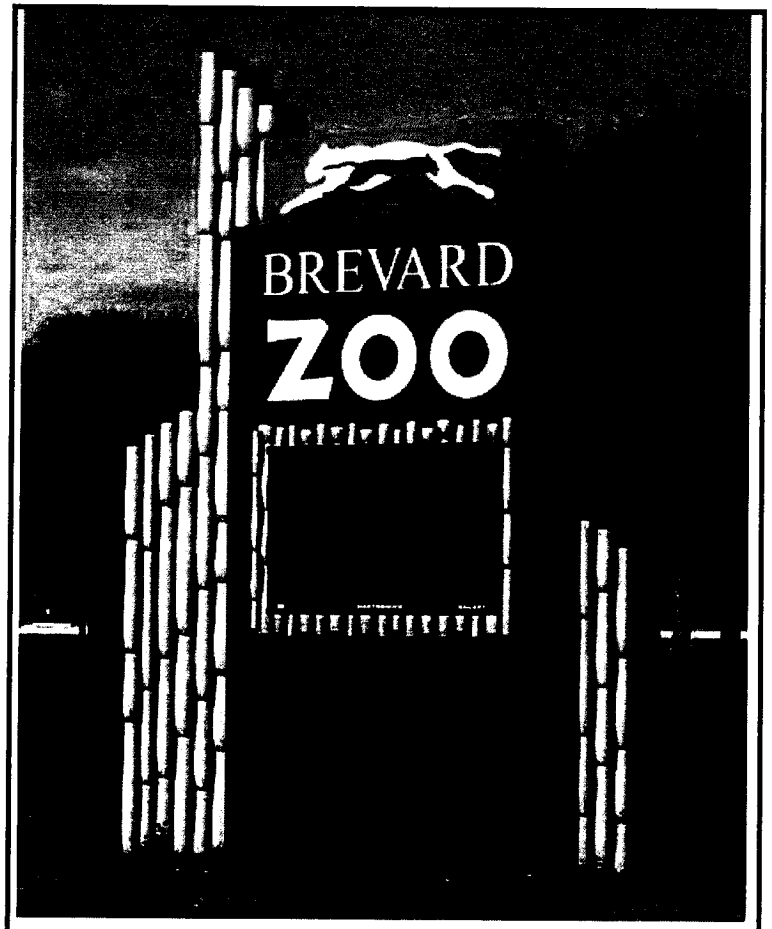
Mount Dora High School
Mount Dora, Florida, United States

Display One

Product Line:	Message Displays
Product Category:	Galaxy
Series:	AF-3400
Description	
Lines & Columns:	32 x 80
Line Spacing:	20 mm
Approx. Dimensions:	2'8" x 5'9" (.81 m x 1.75 m)

20 MM Sign

Source: http://www.daktronics.com/ProductsServices/PhotoGallery/Pages/default.aspx?photoID=WP-14110&keywords=20%20mm&filters=ProductCategory,Message%20Displays;Country,United%20States;USA;State,Florida;FL



Brevard Zoo
Melbourne, Florida, United States

Display One

Product Line:	Galaxy Message Displays
Product Category:	Galaxy
Series:	AF-3400 (Quantity 1)
Description	
LED Color:	Red
Lines & Columns:	48 x 80
Pixel Spacing:	20 mm
Approx. Dimensions:	3'8" x 5'9" (1.12 m x 1.75 m)
Sides:	2

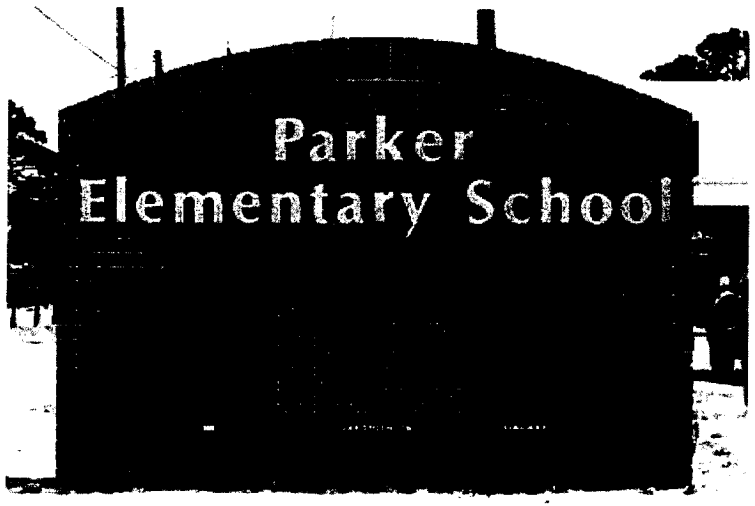
20 MM Sign

Source:
http://www.daktronics.com/ProductsServices/PhotoGallery/Pages/default.aspx?photoID=WP-12159&keywords=20%20mm&filters=ProductCategory,Message%20Displays;Country,United%20States;USA;State,Florida;FL

DAKTRONICS

Products & Services | Supp

Products Applications Service



Parker Elementary School
Panama City, Florida, United States

Display One

Product Line:	Message Displays
Product Category:	Galaxy
Series:	AF-3400
Description	
Lines & Columns:	16 x 48
Line Spacing:	34 mm
Approx. Dimensions:	2'4" x 5'10" (.71 m x 1.78 m)

Email Photo Print Photo Contact Us

Have photos to share? Upload them to our Facebook Page.

Source:

http://www.daktronics.com/ProductsServices/PhotoGallery/Pages/default.aspx?photoID=WP-14349&keywords=34%20mm&filters=ProductCategory,Message%20Displays;Country,United%20States;USA;State,Florida;FL

DAKTRONICS

Products & Services

Products Applications Servic



Greater Palm Bay Senior Center

Palm Bay, Florida, United States

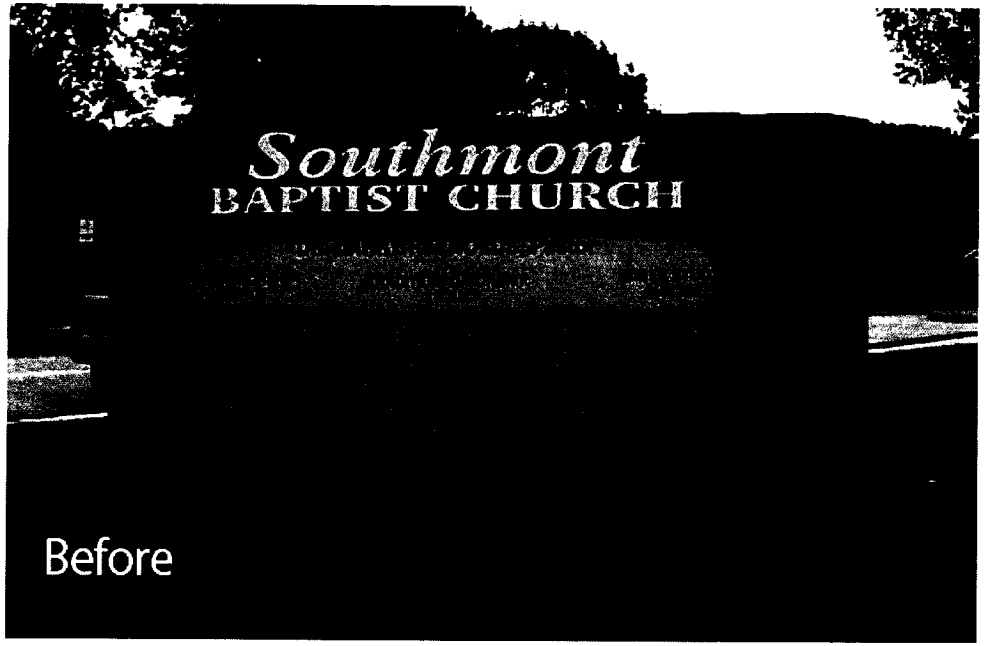
Display One

Product Line:	Message Displays
Product Category:	Galaxy
Series:	AF-3200
Description	
Lines & Columns:	24 x 64
Line Spacing:	34 mm
Approx. Dimensions:	3' x 7'8" (.91 m x 2.34 m)

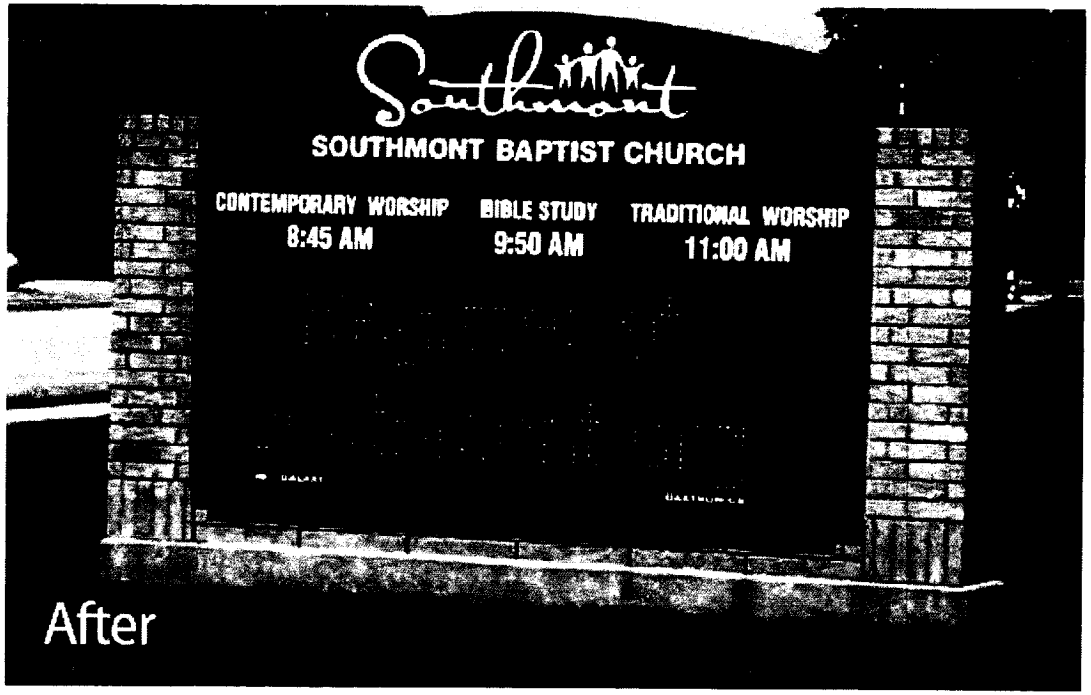
34 MM Sign

Source:

http://www.daktronics.com/ProductsServices/PhotoGallery/Pages/default.aspx?photoID=WP-14091&keywords=34%20mm&filters=ProductCategory,Message%20Displays;Country,United%20States;USA;State,Florida;FL



34 MM



Source: May 18, 2010
Daktronics City
Commission presentation

Exhibit C

City Attorney's Memorandum dated 08.03.2010

CITY OF ORMOND BEACH

Office of the City Attorney • P.O. Box 277 • 173 South Beach Street • Ormond Beach, FL 32175-0277 • (386) 676-3217 • Fax (386) 676-3321

Memorandum

TO: Rick Goss, Planning Director

FROM: Randal A. Hayes, City Attorney

DATE: August 3, 2010

RE: **Electronic message signs**

Included herewith, please find a brief inter-office legal memorandum that discusses the legal principles involved in the regulation of electronic signs and ***Solantic, LLC vs. City of Neptune Beach,*** 410 F.3d 1250 (11th Cir. 2005), an Eleventh Circuit U.S. Court of Appeals case that originated from the U.S. District Court for the Middle District of Florida (Ormond Beach is within the jurisdiction of those federal courts). The legal principles have broad application to other forms of signage and speech in general. An analysis of case law demonstrates the complexities that are inherent in an attempt to regulate this subject. The outcome of each case depends on the elements of the particular regulation in question and the particular facts regarding the alleged violation. I have described some general rules below that I hope will serve as a quick-reference guide. Neither the quick-reference guide nor the memorandum is intended to serve as an exhaustive analysis of the issues regarding this topic, but they should be helpful in developing a basic understanding of the legal principals.

1. General rules:

   a) *"The most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them."* ***Metromedia, Inc. vs. City of San Diego,*** 453 U.S. 490, 101 S. Ct. 2882 (1981). Otherwise, the legal principles that follow apply.

   b) Reasonable time, place, manner restrictions on protected speech, without referer content and that leaves open other channels of communications, is a valid exe police powers.

   c) **Non-commercial** speech is afforded more constitutional protection th speech (i.e., expression related to economic interest or commercial trar

2. Judicial analysis:

   a) Is the speech protected by the First Amendment?

b) Is it a **content-neutral** or **content-based** regulation?

c) Is it **commercial** speech or **non-commercial** speech?

d) If **content-neutral:** determine whether the regulation is a permissible time, place, and manner restriction.

If so, **intermediate scrutiny test** applies: the regulation must not restrict speech substantially more than necessary to further a legitimate government interest *and* it must leave open adequate alternative channels of communication.

Content-neutral regulation: time, place, manner restriction; applies equally to everyone without exemptions or distinctions between categories of signs; applies to size, height, and location of sign; illumination or brightness of sign; location, distance or proximity to other signs; does not control the message or speech.

d) If **content-based** (i.e., one that controls the message or speech; creates exemptions or distinctions between categories of signs; presumptively invalid):

Strict scrutiny test applies: must be narrowly drawn and be the least restrictive means of advancing a compelling government interest (abstract references that promote general safety or aesthetic interests are not compelling government interests).

3. Miscellaneous rules:

a) A regulation must provide a reasonable time period within which a government official must approve or deny a sign permit; otherwise it will constitute an invalid "prior restraint" on speech.

b) Most legal challenges are filed as federal section 1983 action. A party that successfully challenges a regulation will be entitled to recover attorney's fees.

LEGAL ANALYSIS OF PROPOSAL TO AMEND ORMOND BEACH *LAND DEVELOPMENT CODE* TO ALLOW ELECTRONIC CHANGEABLE COPY SIGNAGE

I. INTRODUCTION

The proposed amendment to the ordinance to allow "electronic changeable copy" (ECC) signage appears to strictly regulate the size and technical performance standards of ECC signs, as well where the signs may be placed, on what types of parcels the signs may be placed, and the minimum distance allowed between ECC signs. Besides technical requirements of size, resolution, and brightness, the ordinance would provide a minimum distance of 700 feet between ECC signs.

The ordinance would also allow churches to change sign content "no more than once every hour" and content would be allowed to change "no more than once every twelve hours for all other uses". Because this proposed ordinance applies differently to different zoning uses, particularly the way it applies the frequency of content changes to churches versus "all other uses", the scope of the issues raised will primarily center on those constitutional issues. The major issues raised from this proposed ordinance are (1) whether the proposed ordinance requiring minimum distances between ECC signs is a valid time, place, and manner regulation of the municipal zoning police power; (2) whether the ordinance violates any equal protection, establishment clause, or other constitutional violations such as prior restraint; and (3) whether the proposed ordinance violates any constitutionally protected free speech rights by allowing churches to change the sign message more often than "all other uses".

II. BACKGROUND

Since signs take up space, may obstruct views, and distract motorists, it is common ground that governments may regulate the physical characteristics of signs.[1] It is important to make an initial determination about whether the *content* of the speech is being regulated or merely the time, place, and manner. Generally time, place and manner regulation falls well within the police power of local government. "It is well established that [governments] may impose reasonable restrictions on the time, place or manner of engaging in protected speech provided that they are adequately justified without reference to the content of the regulated speech." ***City of Cincinnati v. Discovery Network, Inc.***, 507 U.S. 410, 428, 113 S. Ct. 1505, 123 L. Ed, 2d 99 (1993). Sometimes however, the ordinance may not facially attempt to regulate content but the *effect* of the ordinance may be considered content regulation, and therefore in violation of First Amendment guarantees.

When sign ordinances are challenged on First Amendment issues with regard to free speech, the degree of constitutional protection afforded will determine upon whether the speech is commercial or non-commercial. The First Amendment affords greater protection to noncommercial than to commercial expression.[2] (Generally commercial

speech gets intermediate scrutiny and noncommercial gets strict scrutiny.) As a practical matter, most challenges are made under § 1983 actions and if a sign ordinance is found unconstitutional under the First Amendment and the sign owner prevails, the owner may be entitled to attorney's fees under 42 U.S.C. § 1988. ***See Ackerley Communications Inc. v. City of Salem, Oregon,*** 752 F. 2d 1394 (9th Cir. 1985).

III. DISCUSSION OF ISSUES

A. ISSUE (1): WHETHER MINIMUM DISTANCE (700 FEET) BETWEEN ECC SIGNS IS A PROPER TIME, PLACE AND MANNER RESTRICTION.

Even though Ormond Beach ECC signage amendment would regulate "on-site" signs, much of the case law on regulation of proper time, place and manner regulation regarding the minimum allowable distances between signs was developed to regulate the outdoor advertising industry (off-site signs), but the analysis is still useful.

Under ***King Enterprises, Inc. v. Thomas Township,*** 215 F. Supp. 2d 891 (2002), the court found that sections of an ordinance that regulate the size, height, location (including the distance from other signs), and illumination of billboard signs did not regulate content, and that the regulations all furthered the government's stated purposes of promoting traffic safety, protecting public and private investment and property values, preventing light obstruction, and limiting adverse impact cause by the proliferation of billboards.

The second part of the time, place, and manner restriction analysis is whether there are alternative channels for communication. By allowing other types of signs, and not just ECC signs, courts have held that alternative channels of communication are held open. Also, in ***Naser Jewelers v. Concord, New Hampshire***, 513 Fed. 3d 27 (1st Cir. 2008), the Court found that the complete ban on EMC signs was constitutional because it met all the tests for a time, place and manner rule. It is content neutral, narrowly tailored to serve significant government interests and leaves open ample alternatives.

In ***Trinity Assembly of God v. People's Council of Baltimore County***, 178 M.D. App. 232, 941 A. 2d 560 (M.D. App. 2008), the city denied the church's application for variances to rebuild an existing sign which would have added electronic changeable copy signage as well as increased the size. The church challenged the denial based the Federal Religious Land Use and Institutionalized Persons Act (RLUIPA). The Court held that the church was not denied any use of the sign as a religious use, but only because the sign was a nonconforming use due to the size and illumination regulation. Sign restrictions based on zoning, size, and height are constitutionally permissible. ***See Valley Outdoor, Inc. v. County of Riverside***, 337 F. 3d 1111, 111415, (9th Cir. 2003).

B. ISSUE (2): WHETHER ORDINANCE ALLOWING SIGN TEXT TO CHANGE NOT MORE THAN EVERY HOUR FOR CHURCHES AND

NO MORE THAN EVERY 12 HOURS FOR ALL OTHER USES COULD BE CONSIDERED A CONTENT-BASED REGULATION.

As previously mentioned, even though courts have long held that governments may use their police power to regulate the technical aspects of the signs, one question that may be raised is when regulation of technical aspects can become considered content based regulation. The proposed change to the Ormond Beach LDC would allow churches to change the ECC sign "not more than every hour" versus "not more than once every twelve hours" for businesses. By allowing churches the opportunity to change the message more often than businesses may raise the question of whether the City is regulating content by affording one speaker the opportunity for more content to speech than another. Review of case law provides some indication as to when courts hold that technical regulation has reached into content regulation.

One of the difficulties of analyzing the case law on this issue is that usually once a constitutional challenge is made and initially successful in the lower courts, often times the municipality will amend the ordinance before the appeal is heard which, in many instances renders bad case law (See North Ulmsted Chamber v. North Ulmsted and Solantic v. City of Neptune Beach.)

In ***Carlson's Chrysler v. City of Concord,*** 983 A. 2d 69, 156 N.H. 339 (29907), the City of Concord denied a sign permit application to a car dealership for an ECC sign based upon a section of the sign ordinance that prohibits "[s]igns which move or create an illusion of movement except those parts which solely indicate date, time, or temperature." The superior court held that the City's ordinance violated the First Amendment to the United States Constitution as an unlawful infringement upon commercial speech since the City allowed time, date, and temperature but did not allow other commercial speech as a content-based violation. Following the trial court's decision, the City amended its ordinance to prohibit all electronic message centers, including those indicating time, date, and temperature. The constitutionality of the amended statute was challenged in U.S. District Court for New Hampshire, which the district court held that the *amended* statute is content-neutral and constitutes a lawful time, place, and manner restriction upon commercial speech in compliance with the test in ***Ward v. Rock Against Racism,*** 491 U.S. 781, 791, 109 S. Ct. 2746, 105 K,Ed.2d 661 (1989). The New Hampshire Supreme Court went on to hold that, "To protect its interests, the City could regulate the number, proximity or placement of electronic display signs or it could ban all types of electronic signs, including those displaying time, date, and temperature. [T]he most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them." ***See Metromedia,*** 453 U.S. at 508, 101 S. Ct. 2882.

The first determination a court must make when evaluating a law that governs speech is whether the regulation is content-neutral or content-based, because this determination will determine the level of scrutiny that is used in assessing the constitutionality of the law.[3] Under ***North Olmsted Chamber of Commerce v. City of North Olmsted,*** 86 F. Supp. 2d 755 (N.D. Ohio 2000), the Court found an ordinance

which classified signs by their use type were content-based and the sections that classified signs by their structural type were content-neutral. A regulation can be content-neutral if it can be "justified without reference to the content of the regulated speech," even if regulation has an incidental effect on some but not all speakers or messages.[4] A law which controls the substance of the speaker's message is not content-neutral" even if it has broad application.[5]

If the regulation is content-neutral, it may permissibly impose reasonable time, place, and manner restrictions.[6] The restrictions are valid if they (1) are narrowly tailored to serve substantial government interest" and (2) "leave open ample channels for communication of the information." Under the time, place and manner analysis, a "narrowly tailored" ordinance "does not have to have eliminated all less restrictive alternatives," but must not burden substantially more speech than is necessary to further the government's legitimate interest.[7]

If the restrictions on expressions are content-based, then the court must determine whether the restrictions involve commercial or non-commercial speech. Commercial speech has been defined as "expression related solely to the economic interest of the speaker and its audience" or "speech proposing a commercial transaction."[8]

Content-based restrictions of commercial speech are analyzed under the four-part test announced by the Supreme Court in ***Central Hudson Gas & Elec. Corp. v. Public Serv. Comm'n of New York,*** 447 U.S. 557, 100 S.Ct. 2343, 65 L.Ed.2d 341 (1980). Under ***Central Hudson,*** the Court must determine whether (1) the speech is protected by the First Amendment; (2) the government interest is "substantial"; (3) the regulation "directly advances the governmental interest asserted"; and (4) the regulation is not more extensive than necessary to serve the governmental interest. Similarly, the Supreme Court has held that "safety" and "aesthetics" are substantial governmental interests that can justify the regulation of some commercial speech.[9]

Content-based restrictions on non-commercial speech are analyzed under the "strict scrutiny" test. Under this test, the government must show that the regulation is necessary to serve a compelling state interest and that it is narrowly drawn to achieve that end.[10] Although "safety" and "aesthetics" are substantial government interests, they are not compelling enough to justify content-based restriction on full-protected non-commercial speech."[11] Generally speaking, non-commercial speech is given more constitutional protection than commercial speech, therefore the proposed ECC sign ordinance would be on safer constitutional ground because it is less restrictive in regulating non-commercial speech by allowing churches to change content no more than once an hour than it is regulating commercial speech by allowing sign content to change no more than once every twelve hours. It should however be determined what constitutes "all other uses" for purposes of analyzing what other types of non-commercial speech may be effected.

Currently, Section 3-45 (A) [Substitution Clause] of the Ormond Beach ***Land Development Code,*** provides that at the option of the property owner, a sign may contain

a non-commercial message unrelated to the business located on the premises where the sign is erected. "The sign face may be changed from commercial to non-commercial messages, or from one non-commercial message to another, as frequently as desired by the owner of the sign, . .". The substitution clause allows owners to change non-commercial messages "as frequently as desired by the sign's owners provided the sign is not prohibited and the sign continues to comply with all requirements of this chapter."

Ordinances that provide *exemptions* to regulation, such as exempting time, date and temperature on electronic signs, have been held to be content- based regulations.[12]

1. ***Solantic v. City of Neptune Beach*** 410 F. 3d 1250 (2005)

Solantic had an electronic variable message (EVM) sign, and brought an action against the City of Neptune Beach seeking preliminary and permanent injunctive relief enjoining enforcement in the sign code ordinance on the ground that it violated the First Amendment in at least two ways. First, it *exempts from regulation* certain categories of signs based on their content, without a compelling justification for the disparate treatment; and secondly, it contained no time limits for permitting decisions.

The City had the case removed to the U.S. District Court for the Middle District of Florida, which denied the preliminary injunction, and upheld the sign ordinance. Solantic then took an interlocutory appeal. The U.S. Court of Appeals, Eleventh Circuit held that: (1) the sign code was a content based restriction on speech; (2) the sign code was facially unconstitutional since it was not narrowly tailored to accomplish the city's asserted interest in aesthetics and traffic safety, since those interests were not "compelling"; and (3) absence of any time limits rendered city's sign code's permitting requirement unconstitutional.

Initially, the City's Code Enforcement Board conducted a hearing and found Solantic's sign violated the sign code three ways: by allowing the sign to change copy more than once a day; by allowing the sign to blink, flash, or scroll alternating messages; and by not controlling the sign solely from the property on which it was located.

The City's sign code had seventeen exemptions, such as governmental bodies, religious displays, works of art, public warning signs, and official signs of a noncommercial nature erected by public utilities to name a few. The court found these exemptions resulted in content-based regulation, stating; "In short, because some types of signs are extensively regulated while others are exempt from regulation based on the nature of the messages they seek to convey, the sign code is undeniably a content-based restriction on speech".

A content-based restriction is analyzed under strict scrutiny and to be held constitutional, the ordinance must be "necessary to serve a compelling state interest" and "narrowly drawn to achieve that end". The court found the Neptune Beach sign code failed both aspects: it was not narrowly tailored to accomplish the City's asserted interests in aesthetics and traffic safety, nor has the case law recognized those interests as "compelling". The court when on to state: "The code does not, however, explain how

these factors affect motorist' safety, or why a moving or illuminated sign of the permissible variety-for example, a sign depicting a religious figure in flashing lights, which would be permissible under § 27-580 (17)'s exemption for "religious displays" would be any less distracting or hazardous to motorists than a moving or illuminated sign of the impermissible variety-for example, one depicting the President in flashing lights, which falls within no exemptions and is therefore categorically barred."

Finally, the court found that since Neptune Beach's sign ordinance did not have a time limit on the permit process, it was a prior restraint on speech "that the First Amendment will not bear". Neptune Beach's sign code contains no time limit of any sort for permitting decisions, with the court stating: "The absence of any decision-making deadline effectively vests building officials with unbridled discretion to pick and choose which signs may be displayed by enabling them to pocket veto the permit applications for those bearing disfavored messages."

2. ***Dimmitt v. City of Clearwater*** 985 F. 2d 1565 (1993)

In this Eleventh Circuit case, an automobile dealership operator brought an action against the city challenging the constitutionality of the city ordinance regulating the display of signs, flags, and other means of graphic communication. The City counterclaimed, asserting that the operator's display of flags violated the federal Flag Code. The U.S. District Court for the Middle District of Florida granted partial summary judgment to the operator and denied the city's summary judgment motion. The City appealed, and the U.S. Court of Appeals held that (1) the limitation of ordinance permit exception to government flags unconstitutionally differentiated between speech based upon its content; (2) under the overbreadth doctrine, the operator could assert rights of those whose non-commercial speech was restricted by the ordinance; and (3) the Flag Code is merely advisory and is not intended to proscribe conduct.

3. ***City of Ladue v. Gilleo*** 512 U.S. 43 (1994)

The City of Ladue enacted an ordinance that prohibited homeowners from displaying any signs on their property except those that fell into one of 10 exemptions such as "residence identification" signs, "for sale" signs, and signs warning of safety hazards. The ordinance permitted commercial establishments, churches, and non-profit organizations to erect certain signs not allowed at residences. The question for the court is whether the ordinance violated resident's right to free speech.

The plaintiff placed a sign in her window against the gulf war and after being cited for a violation, challenged the ordinance. The District Court held the ordinance unconstitutional, the Court of Appeals affirmed, relying on ***Metromedia v. San Diego*** 453 U.S. 490 (1981), and holding that the ordinance was invalid because it was a content based regulation because and the City treated commercial speech more favorably than non-commercial speech, and favored some kinds of non-commercial speech over others.

C. ISSUE (3): WHETHER ALLOWING CHURCHES TO CHANGE MESSAGE MORE FREQUENTLY THAN BUSINESSES VIOLATES ESTABLISHMENT CLAUSE OR EQUAL PROTECTION.

1. Establishment Clause Analysis

By allowing churches the opportunity to change the message more frequently than businesses, the ordinance is providing more constitutional protection for noncommercial speech than commercial speech, which has been held valid.[13]

Besides First Amendment speech challenges, this proposed ordinance may receive challenges of a violation of Equal Protection or Establishment clauses. The Establishment Clause prohibits the government from promoting or affiliating with any religious doctrine or organization.[14] Establishment Clause violations are analyzed under the '***Lemon***' test, meaning the law (1) must have a secular purpose; (2) neither advance nor inhibit religion in its principal or primary effect; and (3) not foster an excessive entanglement with religion. The proposed ordinance would not appear to be a violation of the Establishment Clause under the Lemon test.

2. Equal Protection Analysis

Usually, in order for an equal-protection challenge to get off the ground, the plaintiff must have a colorable basis for representing that they are similarly situated to the class of persons accorded different treatment. This means that under the proposed ordinance, a business owner would have to provide a basis that they are 'similarly situated' to a church to challenge the language of the ordinance that allows churches an opportunity to change sign content "not more than once every hour", compared to "no more than once every twelve hours" for all other uses.

But non-religious entities are not similarly situated to religious entities as a matter of constitutional law.[15] The United States Constitution itself 'discriminates' on the basis of religion in that the free exercise and establishment clauses of the first amendment put religious and secular entities on a different footing in their relations to government.[16] Under ***Cohen v. City of Des Plaines,*** 8 F.3d 484 (7th Cir. 1993) the court held that religious exemption from daycare zoning ordinance does not violate the establishment clause or the equal-protection clause. And in ***Pre-School Owners Assoc. of Illinois, Inc. v. Dept. of Children and Family Services, 119*** Ill. 2d 268, 518 N.E. 2d 1018 (Ill. 1988), the court held that various exemptions from daycare regulation, including a religious exemption, do not violate the equal protection clause, or the religion clauses of the first amendment, and are not unconstitutionally vague.[17]

Another approach to equal protect challenges is the "class of one" theory. Under this theory, a plaintiff does not claim to be a member of a specific class that was discriminated against but argues that the defendant arbitrarily and without rational basis treated the plaintiff differently than someone similarly situated. ***See Village of Willowbrook v. Olech,*** 528 U.S. 562, 120 S. Ct. 1073, 145 L.Ed.2d 1060 (2000)(per

curiam). To prevail on this claim, the plaintiff must establish that the City "intentionally treated him differently from other similarly situated and that there is no rational basis for the difference in treatment.[18] As in most rational basis cases, the government wins by a minimal showing that the law in question is rationally related to further a legitimate purpose, which in this case would be to control aesthetics and protect the safety of motorists.

IV. CONSIDERATIONS AND RECOMMENDATIONS

A. GENERAL VALIDITY OF ORDINANCE

As mentioned in ***Metromedia,*** the "most effective way to eliminate the problems raised by electronic signs containing commercial advertising is to prohibit them." ***See Metromedia***, 453 U.S. at 508, 101 S. Ct. 2882. Aside from that, an ordinance that is content-neutral and regulates only time, place and manner is usually upheld. The proposed ordinance has several time, place and manner restrictions regarding the technical aspects of ECC signs that would be considered content neutral; including the zoning areas the signs would be permitted in and the minimum distance allowed between ECC signs.

The ordinance would appear to be on stronger ground from challenges that arise on the basis of a constitutional violation of establishment or equal protection clauses because the case law provided that churches are different from other secular groups and can be regulated differently. Also, since non-commercial speech has been afforded stronger constitutional protections than commercial speech, the ordinance would be most likely upheld in that regard as well.

Thus, from the case law research that was conducted, the biggest concern with the constitutional validity of the proposed ordinance is whether the language allowing churches to change the sign content more often that all other uses would be construed by the courts to be a content-based regulation because it is allowing one speaker more of an opportunity to provide content than others. One of distinguishing factors from this ordinance is that the ordinance specifically regulates the 'change time', and does not provide a blanket exemption to churches. In the researched cases where an ordinance was held unconstitutional as not being content-neutral, generally there was a wide exemption for a variety of uses such as government buildings, warning signs, churches, time, date and temperature, etc. By making these exemptions, many courts construed this as content regulation and held the ordinance unconstitutional.

B. PRACTICAL CONSIDERATIONS

- As a practical consideration to the proposed amendment to the Ormond Beach ***Land Development Code***, language should be included to be extremely explicit about including a severability clause so if one part is found to be unconstitutional, the rest of the ordinance should be unaffected by it.[19]

- Other practical considerations include providing a substitution clause, which currently exist under § 3-45 of the ***LDC***.

- If the ordinance is challenged, not waiving any defenses such as mootness, ripeness, or standing.[20]

- Provide language more inclusive such as "places of worship".

- Provide a time limit for permit approval or denial (such as 45 days) to avoid challenges that regulation constitutes a "prior restraint" because building officials have no deadlines to decide upon the application.

C. HYPOTHETICAL VIOLATIONS/ ENFORCEMENT SITUATIONS

Some scenarios to be considered that could complicate enforcement of potential non-conforming uses or pose legal challenges should include:

- A potential constitutional challenge arising where an ECC sign permit is issued to a place of worship, and subsequently commercial speech is integrated into use; albeit a minority of the time (for example 20% of the time). Conceivably, an argument may be made that the City ordinance is attempting to regulate speech content by enforcing onsite noncommercial speech versus off-site commercial speech through the same vehicle. The facts would be reversed, but very similar to the case of ***Metromedia***.

- Potential challenge from businesses that claim unequal application of constitutional protection and contradiction with the substitution clause of § 3-45 because businesses would be limited to content change "no more than once every twelve hours", whereas the substitution clause allows businesses to change messages of non-commercial speech as "frequently as desired". Also, churches are allowed to change non-commercial speech messages more frequently under the new ordinance.

- Potential difficulties may arise when enforcing compliance with "change time" requirements, and assuring that enforcement efforts are equally applied as to each business or places of worship.

ENDNOTES

[1] ***City of Ladue v. Gilleo*, 512 U.S. 43, 48, 114 S. Ct. 2038, 129 L.Ed 2d 36 (1994).**

[2] ***National Advertising Company v. City of Orange*, 861 F. 2d 246 (9th cir. 1988) (at 248).**

[3] ***Richland Bookmark Inc. v. Nichols*, 137 F. 3d 435, 440 (6th Cir. 1998).**

[4] ***Ward v. Rock Against Racism*, 491 U.S. 781,791, 109 S. Ct. (1984).**

[5] ***Hill v. Colorado*, 530 U. S. 703,767, 120 S. Ct. 2480, 147 L.Ed 2d 597 (2000).**

[6] *Cleveland Board of Realtors v. City of Euclid,* 88 F. 3d 382, 386 (6th Cir. 1996).

[7] *Id.* at 385.

[8] *Rubin v. Coors Brewing Co.,* 514 U.S. 476, 115 S. Ct. 1585, 131 L.Ed 2d 800 (1981).

[9] *Metromedia, Inc. v. City of San Diego,* 453 U.S. 490, 507-08, 101 S.Ct. 2882, 69 L.Ed 2d 800 (1981).

[10] *Boos v. Barry,* 485 U.S. 312, 321-22, 108 S.Ct. 1157, 99 L.Ed 2d 333 (1988).

[11] *North Olmsted Chamber of Commerce v. City of North Olmsted,* 86 F. supp. 2d 755, 767 (2000).

[12] *King Enterprises, Inc. v. Thomas Township,* 215 F. Supp. 2d 891 (2002).

[13] *Lamar Advertising Associates of East Florida, Ltd. V. City of Daytona Beach,* 450 So. 2d 1145 (1984), citing *Metromedia, Inc. v. City of San Diego.*

[14] *County of Allegheny v. American Civil Liberties Union,* 492 U.S. 573, 590, 109 S. Ct. 3086, 3099, 106 L. Ed. 2d 472 (1989).

[15] *Kid's Care, Inc. v. State of Alabama Dept. of Human Resources, Not Reported in F. Supp. 2d (2001). 2001 WL 35827965, United States District Court, M.D. Alabama, Northern Division.*

[16] *Id.*

[17] *Id.*

[18] *Meredith v. City of Lincoln City, 2008 WL 4375591, United States District Court, D. Oregon, [Not Reported in F. Supp. 2d (2008)].*

[19] *"A Local Government Attorney's Guide to Successfully Regulating First Amendment Land Uses", by Susan Trevarthen, 32nd Annual Local Government Law in Florida Seminar (2009).*

[20] *Id.*

410 F.3d 1250
United States Court of Appeals,
Eleventh Circuit.

SOLANTIC, LLC, a foreign limited liability company, Plaintiff-Appellant,
v.

CITY OF NEPTUNE BEACH, a municipality, Enforcement Board of the City of Neptune Beach, its local administrative governmental body, Defendants-Appellees.

No. 04-12758.May 31, 2005.

Synopsis

Background: Business, whose **electronic** variable **message center** (EVMC) sign was found to violate city sign code, brought action in state court against city, seeking preliminary and permanent injunctive relief enjoining enforcement of the sign code sign code on ground that it violated the First Amendment. After city removed the case, the United States District Court for the Middle District of Florida, No. 04-00040-CV-J-25-MMH, Henry Lee Adams, Jr., J., denied preliminary injunction, upheld the sign code and business took an interlocutory appeal.

Holdings: The Court of Appeals, Marcus, Circuit Judge, held that:

1 sign code was a content-based restriction on speech;

2 sign code was facially unconstitutional since it was not narrowly tailored to accomplish the city's asserted interests in aesthetics and traffic safety, and since those interests were not "compelling;" and

3 absence of any time limits rendered city's sign code's permitting requirement unconstitutional.

Reversed and remanded.

West Headnotes (10)

1 **Constitutional Law**⇐Narrow Tailoring Requirement; Relationship to Governmental Interest

If an ordinance is a content-neutral time, place, and manner restriction on speech, it is subject to intermediate scrutiny under First Amendment; ordinance must not restrict speech substantially more than necessary to further a legitimate government interest, and it must leave open adequate alternative channels of communication. U.S.C.A. Const.Amend. 1.

Cases that cite this headnote

2 **Constitutional Law**⇐Strict or Exacting Scrutiny; Compelling Interest Test

If an ordinance restricting speech is content based, it is subject to strict scrutiny, meaning that it is constitutional under First Amendment only if it constitutes the least restrictive means of advancing a compelling government interest. U.S.C.A. Const.Amend. 1.

Cases that cite this headnote

3 **Constitutional Law**⇐Content-Neutral Regulations or Restrictions
Constitutional Law⇐Content-Based Regulations or Restrictions

As a general rule, laws that by their terms distinguish favored speech from disfavored speech on the basis of the ideas or views expressed are content based for purposes of First Amendment analysis; on the other hand, a content-neutral ordinance is one that places no restrictions on either a particular viewpoint or any subject matter that may be discussed. U.S.C.A. Const.Amend. 1.

Cases that cite this headnote

4 **Constitutional Law**⇐Signs

City's sign code was a content-based restriction on speech for purposes of First Amendment analysis since it exempted from its regulations some categories of signs, based on their content, but not others. U.S.C.A. Const.Amend. 1.

Cases that cite this headnote

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Content-based / Commercial Speech

5 **Constitutional Law**⇐Signs

City's sign code, which was a content-based restriction on speech for purposes of First Amendment analysis since it exempted from its regulations some categories of signs, based on their content, but not others, was facially unconstitutional since it was not narrowly tailored to accomplish the city's asserted interests in aesthetics and traffic safety, and since those interests were not "compelling." U.S.C.A. Const.Amend. 1.

Cases that cite this headnote

6 **Statutes**⇐Effect of Partial Invalidity

Florida law favors severance of the invalid portions of a law from the valid ones where possible.

Cases that cite this headnote

7 **Constitutional Law**⇐Time Limits for Grant or Denial

Whether a licensing ordinance which constitutes a prior restraint on speech must contain a time limit within which to make licensing decisions depends on whether the ordinance is content based or content neutral.

Cases that cite this headnote

8 **Constitutional Law**⇐Time Limits for Grant or Denial

To satisfy the time-limit requirement under First Amendment, a licensing ordinance which constitutes a prior restraint on speech must ensure that permitting decisions are made within a specified time period. U.S.C.A. Const.Amend. 1.

Cases that cite this headnote

9 **Constitutional Law**⇐Signs

Absence of any time limits rendered city's sign code's permitting requirement unconstitutional under First Amendment where sign code was a content-based restriction on speech. U.S.C.A. Const.Amend. 1.

Cases that cite this headnote

10 **Federal Courts**⇐On Separate Appeal from Interlocutory Judgment or Order

Court of Appeals had jurisdiction, on an appeal from the district court's denial of a preliminary injunction, to reach the merits and strike down city's sign code as unconstitutional where there were no relevant facts at issue and the questions raised were purely legal ones. 28 U.S.C.A. § 1292(a)(1).

Cases that cite this headnote

Attorneys and Law Firms

*1251 Cynthia L. Hain, Lawrence Hamilton, II, Michael G. Tanner, Holland & Knight, Jacksonville, FL, Stephen H. Grimes, Holland & Knight, Tallahassee, FL, for Plaintiff-Appellant.
Ernest H. Kohlmyer, III, Bell, Leeper & Roper, PA, Orlando, FL, Christopher A. White, Ponte Vedra, FL, for Defendants-Appellees.

Appeal from the United States District Court for the Middle District of Florida.

Before MARCUS, FAY and SILER*, Circuit Judges.

Opinion

*1252 MARCUS, Circuit Judge:

At issue in this case is the constitutionality of the City of Neptune Beach's sign code. Appellant Solantic, LLC ("Solantic") argues that the sign code violates the First Amendment in at least two ways: first, it exempts from regulation certain categories of signs based on their content, without compelling justification for the disparate treatment; and second, it contains no time limits for permitting decisions. We agree with Solantic, and hold the sign code unconstitutional on both grounds.

I.

Solantic is a business operating emergency medical care facilities in various locations, including the City of Neptune Beach ("the City" or "Neptune Beach"). In April 2003, Solantic installed in front of its Neptune Beach facility a large "**Electronic** Variable **Message Center**" (EVMC) sign. A videotape showing the sign was viewed by the district court and is part of the record. The district court describes the EVMC sign as sitting in the middle of a pole, approximately 10 to 12 feet above the ground, and situated below a larger blue sign displaying Solantic's business name.

Solantic states that the EVMC sign "was used for, and is intended to be used for, commercial messages, i.e. to identify Solantic's business and to convey information about its products and services, and for noncommercial messages, i.e. to promote social and health ideas and causes." Br. at 4. As the City describes it, Solantic's EVMC sign conveyed "electronically lit messages that flashed, blinked and scrolled across the surface of the sign." Br. at 1.

Prior to erecting the sign, Solantic obtained an electrical permit from the City to operate the sign. Solantic did not, however, submit to the City a sign application, despite the sign code's1 general requirement that no sign be erected without first obtaining a permit.

Consequently, on April 28, 2003, the City sent Solantic a notice of violations of various sections of the sign code, including § 27-579 (requiring a permit to erect a sign); § 27-581(4) (prohibiting signs with any "visible movement achieved by electrical, electronic or mechanical means, except for traditional barber poles"); § 27-581(5) (prohibiting signs "with the optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion or changing of copy"); and § 27-581(6) (prohibiting signs "with lights or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary intensity or color except for time-temperature-date signs"). The notice also informed Solantic that violations of the sign code are punishable by fines of up to $250 a day, or $500 a day for repeat violations.

The City's Code Enforcement Board ("the Board") conducted a hearing on June 11, 2003, and determined that Solantic's sign violated the sign code. The Board subsequently directed Solantic, in an undated order, to cure the violation by taking four steps: (1) obtaining a sign permit; (2) modifying the sign to change copy no more than once a day; (3) modifying the sign so that its copy would not blink, flash, or scroll, but rather would permanently glow; and (4) controlling the sign only from the premises on which it was located.

Following the Board's June decision, Solantic applied for a sign permit. The district court concluded, however, that Solantic *1253 appeared to have continued to operate its sign without modifying it in accordance with the City's order.

Thus, on September 24, 2003, the City sent Solantic another notice of alleged violation of the same sections of the sign code. The Board held another hearing on October 8, 2003, after which it issued another undated order reiterating that Solantic was in violation of the sign code in three ways: by allowing the sign to change copy more than once a day; by allowing the sign to blink, flash, or scroll alternating messages; and by not controlling the sign solely from the property on which it was located. The Board thus ordered that Solantic be assessed fines totaling $75 per day ($25 for each of the three violations), running from September 3, 2003 ("the date of discovery or verification or violation(s)") until all violations were cured.

On October 28, 2003, Solantic filed an application for appeal from both the June and the October decisions of the Board. The City denied the appeal on November 3, 2003. Solantic then brought suit in the Circuit Court for the Fourth Judicial Circuit in Duval County, Florida, on January 5, 2004. Soon thereafter, the City removed the case to the United States District Court for the Middle District of Florida.

In its second amended complaint (the operative pleading for purposes of this appeal), filed March 9, 2004, Solantic argued that the sign code violated the First Amendment in a variety of ways, including as a content-based regulation of speech and as an unlawful prior restraint.2 Solantic sought declaratory relief, in the form of a judgment declaring the City's sign code to be unconstitutional and unenforceable against Solantic, and absolving Solantic of any liability for accrued fines based on alleged violations of the sign code. In addition, Solantic sought preliminary and permanent injunctive relief enjoining enforcement of the sign code.

On March 10, 2004, Solantic moved for a preliminary injunction. The district court held a provisional hearing on April 2, 2004, and ruled on May 3, 2004. The district court denied the preliminary injunction solely on the ground that Solantic had not shown a likelihood of success on the merits, without reaching the other relevant factors.3 The court reasoned that although the sign code's permit requirement was a prior restraint on speech, it was a content-neutral time, place, and manner restriction that did not place excessive discretion in the hands of licensing officials, and was therefore constitutional.

It is from this order that Solantic took an interlocutory appeal, pursuant to 28 U.S.C. § 1292(a)(1).

II.

A.

The decision to grant or deny a preliminary injunction "is within the sound discretion of the district court and will not be *1254 disturbed absent a clear abuse of discretion." *Palmer v. Braun*, 287 F.3d 1325, 1329 (11th Cir.2002); *see also, e.g., Horton*, 272 F.3d at 1326; *Siegel v. LePore*, 234 F.3d 1163, 1178 (11th Cir.2000). We review the district court's findings of fact for clear error, and its application of the law *de novo*, "premised on the understanding that '[a]pplication of an improper legal standard ... is never within a district court's discretion.' " *Johnson & Johnson*, 299 F.3d at 1246 (quoting *Am. Bd. of Psychiatry & Neurology, Inc. v. Johnson-Powell*, 129 F.3d 1, 3 (1st Cir.1997)); *see also Horton*, 272 F.3d at 1326.4

Solantic argues that the district court abused its discretion in denying preliminary injunctive relief, since Neptune Beach's sign code violates the First Amendment in three ways: first, the enumerated exemptions from its regulations render it an unconstitutional content-based restriction on speech; second, its permit requirement is an unlawful prior restraint; and third, it is unconstitutionally vague as applied to Solantic. Because we agree with Solantic as to the first two issues, we need not and do not reach the third.

In determining whether the district court correctly concluded that Solantic was unlikely to succeed on the merits, we review the relevant provisions of the Neptune Beach sign code in some detail. The sign code regulates all signs erected within the City, other than those that are explicitly exempted from its regulations. *See* § 27-572 ("This article exempts certain signs from these regulations ...."); § 27-573 ("This article applies to all signs, and other advertising devices, that are constructed, erected, operated, used, maintained, enlarged, illuminated or substantially altered within the city."); § 27-580 (enumerating exempt signs).

At the outset, the sign code contains a number of findings of fact, pertaining to the safety and aesthetic harms that signs may cause. These findings state:

> (1) The manner of the erection, location and maintenance of signs affects the public health, safety, morals, and welfare of the people of this community.
>
> (2) The safety of motorists, cyclists, pedestrians, [and] other users of the public streets is affected by the number, size, location, lighting and movement of signs that divert the attention of drivers.
>
> (3) The size and location of signs may, if uncontrolled, constitute an obstacle to effective fire-fighting techniques.
>
> (4) The construction, erection and maintenance of large signs suspended from or placed on the tops of buildings, walls or other structures may constitute a direct danger to pedestrian and vehicular traffic below, especially during periods of strong winds.
>
> (5) Uncontrolled and unlimited signs may degrade the aesthetic attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value *1255 of tourism, visitation and permanent economic growth.

§ 27-574.

In light of these findings of fact, the sign code lays out the "intentions and purposes of the city council" in enacting it:

> (1) To create a comprehensive and balanced system of sign control that accommodates both the need for a well-maintained, safe and attractive community, and the need for effective business identification, advertising and communication.
>
> (2) To permit signs that are:
>
> a. Compatible with their surroundings.
>
> b. Designed, constructed, installed and maintained in a manner which does not endanger public safety or unduly distract motorists.
>
> c. Appropriate to the type of activity to which they pertain.
>
> d. Large enough to convey sufficient information about particular property, the products or services available on the property, or the activities conducted on the property, and small enough to satisfy the needs for regulation.
>
> e. Reflective of the identity and creativity of individual occupants.
>
> (3) To promote the economic health of the community through increased tourism and property values.

§ 27-575.

A "sign," as broadly defined by the code, "means any device which is used to announce, direct attention to, identify, advertise or otherwise communicate information or make anything known. The term shall exclude architectural features or art not intended to communicate

information." § 27-576.

Signs that are regulated by the sign code are subject to a variety of regulations, two of which are particularly important here. First, § 27-579 requires that a permit be obtained before a sign may be erected.[5] Second, § 27-581 establishes numerous limitations on the form that signs may take, including that they may not contain any visible movement, § 27-581(4); they may not create the optical illusion of movement, including by changing copy, § 27-581(5); and they may not contain lights or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color, except for time-temperature-date signs, § 27-581(6), among other things.

However, the sign code expressly exempts from these regulations certain enumerated categories of signs. Two provisions *1256 in particular are significant here. First, § 27-580 provides:

The following types of signs are exempt from these regulations, provided they are not placed or constructed so as to create a hazard of any kind:[6]

*1257 (1) Signs that are not designed or located so as to be visible from any street or adjoining property.

(2) Signs of two (2) square feet or less and that include no letters, symbols, logos or designs in excess of two (2) inches in vertical or horizontal dimension, provided that such sign, or combination of such signs, does not constitute a sign prohibited by this Code.

(3) Flags and insignia of any government, religious, charitable, fraternal, or other organization, provided that:

a. No more than three (3) such flags or insignia are displayed on any one parcel of land; and

b. The vertical measurement of any flag does not exceed twenty (20) percent of the total height of the flag pole, or in the absence of a flag pole, twenty (20) percent of the distance from the top of the flag or insignia to the ground.

(4) Signs erected by, on behalf of, or pursuant to authorization of a governmental body, including, but not limited to the following: legal notices, identification signs, and informational, regulatory, or directional signs;

(5) Integral decorative or architectural features of buildings, provided that such features do not contain letters, trademarks, moving parts or lights.

(6) Signs on private premises directing and guiding traffic and parking on private property, but bearing no advertising matter;

(7) Signs painted or attached to trucks or other vehicles for identification purposes.

(8) Official signs of a noncommercial nature erected by public utilities, provided that such signs do not exceed three (3) feet in height and the sign area does not exceed one-half (½) square foot in area.

(9) Decorative flags or bunting for a celebration, convention, or commemoration of significance to the entire community when authorized by the city council for a prescribed period of time.

(10) Holiday lights and decorations.

(11) Merchandise displays behind storefront windows so long as no part of the display moves or contains flashing lights.

(12) Memorial signs or tablets, names of buildings and dates of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials and attached to the surface of a building.

(13) Signs incorporated into machinery or equipment by a manufacturer or distributor, which identify or advertise only the product or service dispensed by the machine or equipment, such as signs customarily affixed to vending machines, newspaper racks, telephone booths, and gasoline pumps.

(14) Public warning signs to indicate the dangers of trespassing, swimming, animals, or similar hazards.

(15) Works of art that do not constitute advertising.

(16) Signs carried by a person; and

(17) Religious displays (e.g. nativity scenes).

§ 27-580.

Second, § 27-583(b) exempts only from the sign code's permit requirement a variety of types of temporary signs.[7] Exempt signs include:

(1) On-site for sale/rent/lease signs;

*1258 (2) Grand opening signs;

(3) Construction-site identification signs;

(4) Signs to indicate the existence of a new business or business location;

(5) On-site signs to announce or advertise such temporary uses as fairs, carnivals, circuses, revivals, sporting events, festivals or any public, charitable, educational or religious event; and

(6) Election or political campaign related signs.

B.

Solantic says that the sign code is a facially unconstitutional content-based restriction on speech, since it exempts from its regulations some categories of signs, based on their content, but not others. Because most (though not all) of the exemptions from the sign code are based on the content-rather than the time, place, or manner-of the message, we are constrained to agree with Solantic that the sign code discriminates against certain types of speech based on content.

[2] "In evaluating the constitutionality of an ordinance restraining or regulating speech, we first inquire whether the Ordinance is content-neutral." *Burk v. Augusta-Richmond County*, 365 F.3d 1247, 1251 (11th Cir.2004); *see also One World One Family Now v. City of Miami Beach*, 175 F.3d 1282, 1286 (11th Cir.1999) ("It is only if we find the governmental action content-neutral that we examine whether the action is a permissible time, place, and manner regulation."). If the ordinance is a content-neutral time, place, and manner restriction, it is subject to intermediate scrutiny-that is, it must not restrict speech substantially more than necessary to further a legitimate government interest, and it must leave open adequate alternative channels of communication. However, if the ordinance is content based, it is subject to strict scrutiny, meaning that it is constitutional only if it constitutes the least restrictive means of advancing a compelling government interest. *Burk*, 365 F.3d at 1251 (citations omitted).

As the Supreme Court has explained:

At the heart of the First Amendment lies the principle that each person should decide for himself or herself the ideas and beliefs deserving of expression, consideration, and adherence. Our political system and cultural life rest upon this ideal. Government action that stifles speech on account of its message, or that requires the utterance of a particular message favored by the Government, contravenes this essential right. Laws of this sort pose the inherent risk that the Government seeks not to advance a legitimate regulatory goal, but to suppress unpopular ideas or information or manipulate the public debate through coercion rather than persuasion. These restrictions "rais[e] the specter that the Government may effectively drive certain ideas or viewpoints from the marketplace."

For these reasons, the First Amendment, subject only to narrow and well-understood exceptions, does not countenance governmental control over the content of messages expressed by private individuals. Our precedents thus apply the most exacting scrutiny to regulations that suppress, disadvantage, or impose differential burdens upon speech because of its content .... In contrast, regulations that are unrelated to the content of speech are subject to an intermediate level of scrutiny, because in most cases they pose a less substantial risk of excising certain ideas or viewpoints from the public dialogue.

Turner Broad. Sys., Inc. v. FCC, 512 U.S. 622, 641-42, 114 S.Ct. 2445, 129 L.Ed.2d 497 (1994) (citations omitted) (quoting *1259 *Simon & Schuster, Inc. v. Members of State Crime Victims Bd.*, 502 U.S. 105, 116, 112 S.Ct. 501, 508, 116 L.Ed.2d 476 (1991)); *see also Police Dep't of the City of Chicago v. Mosley*, 408 U.S. 92, 95, 92 S.Ct. 2286, 33 L.Ed.2d 212 (1972) ("[A]bove all else, the First Amendment means that government has no power to restrict expression because of its message, its ideas, its subject matter, or its content."); *R.A.V. v. City of St. Paul*, 505 U.S. 377, 382, 112 S.Ct. 2538, 120 L.Ed.2d 305 (1992) ("Content-based regulations are presumptively invalid.").

[3] The Supreme Court has articulated and applied various standards for determining whether a law is content based or content neutral. "As a general rule, laws that by their terms distinguish favored speech from disfavored speech on the basis of the ideas or views expressed are content based." *Turner*, 512 U.S. at 643, 114 S.Ct. 2445. On the other hand, a content-neutral ordinance is one that "places no restrictions on ... either a particular viewpoint or any subject matter that may be discussed." *Hill v. Colorado*, 530 U.S. 703, 723, 120 S.Ct. 2480, 147 L.Ed.2d 597 (2000); *see also Burk*, 365 F.3d at 1254 ("A content-neutral ordinance 'applies equally to all and not just to those with a particular message or subject matter in mind.'").[8]

4 In determining whether the Neptune Beach sign code's series of enumerated exemptions render it content based, we are guided by the Supreme Court's plurality opinion in *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490, 101 S.Ct. 2882, 69 L.Ed.2d 800 (1981), and by our own opinion in *Dimmitt v. City of Clearwater*, 985 F.2d 1565 (11th Cir.1993).9 In *Metromedia*, *1260 the Court addressed the constitutionality of a San Diego ordinance that banned outdoor signs generally (to promote traffic safety and aesthetics), but exempted from the ban certain categories of signs.

A majority of the Court agreed that the ordinance was constitutional insofar as it banned offsite commercial advertising while continuing to allow onsite commercial advertising, since the city could permissibly distinguish between types of *commercial* speech. *Metromedia,* 453 U.S. at 507-12, 101 S.Ct. 2882 (plurality opinion); *id.* at 541, 101 S.Ct. 2882 (Stevens, J., dissenting in part). However, both the four-Justice plurality opinion written by Justice White and the two-Justice concurrence written by Justice Brennan concluded that the ordinance's regulation of *noncommercial* advertising was unconstitutional-although for wholly different reasons. The plurality found the ordinance unconstitutional in two ways. First, the ordinance continued to allow on-site commercial advertising, while banning on-site noncommercial advertising, which impermissibly favored commercial over noncommercial speech. *Id.* at 512-13, 101 S.Ct. 2882 (plurality opinion). Second-and most relevant to Solantic's case-the plurality concluded that the ordinance's series of exemptions from its general sign ban amounted to impermissible content-based discrimination among types of noncommercial speech. *Id.* at 514, 101 S.Ct. 2882.

The ordinance exempted religious symbols, commemorative plaques of recognized historical societies and organizations, signs carrying news items or telling the time or temperature, signs erected in discharge of any governmental function, and temporary political campaign signs. By exempting these categories of signs, the plurality reasoned, the ordinance "distinguishes in several ways between permissible and impermissible *1261 signs at a particular location by reference to their content." *Id.* at 516, 101 S.Ct. 2882. The plurality explained that "[w]ith respect to noncommercial speech, the city may not choose the appropriate subjects for public discourse: 'To allow a government the choice of permissible subjects for public debate would be to allow that government control over the search for political truth.' " *Id.* at 515, 101 S.Ct. 2882 (quoting *Consol. Edison Co. of N.Y. v. Pub. Serv. Comm'n of N.Y.*, 447 U.S. 530, 538, 100 S.Ct. 2326, 65 L.Ed.2d 319 (1980)). It thus found the ordinance invalid.

Justice Brennan, writing for himself and Justice Blackmun, also concluded that the ordinance was unconstitutional, but not because of its exemptions. Instead, the concurrence analyzed the ordinance as a total ban on signs, explaining that, in contrast to the plurality "my view is that the *practical* effect of the San Diego ordinance is to eliminate the billboard as an effective medium of communication for the speaker who wants to express the sorts of messages [not exempted], and that the exceptions do not alter the overall character of the ban." *Id.* at 525-26, 101 S.Ct. 2882 (Brennan, J., concurring in the judgment). Accordingly, the concurrence applied "the tests this Court has developed to analyze content-neutral prohibitions of particular media of communication" to conclude that the ban was invalid. *Id.* at 526-27, 101 S.Ct. 2882.

Because the *Metromedia* plurality's constitutional rationale did not garner the support of a majority, it has no binding application to Solantic's case.[10] However, we subsequently adopted the same reasoning in *Dimmitt v. City of Clearwater.* In *Dimmitt,* a panel of this Court addressed *1262 an ordinance very similar to Neptune Beach's, striking it down as a facially unconstitutional content-based restriction on speech. The Clearwater ordinance required a permit to erect or alter a sign, but exempted from this requirement certain types of signs, including: flags representing a governmental unit or body (limited to two per property), public signs posted by the government, temporary political signs, real estate signs, construction signs, temporary window advertisements, occupant identification signs, street address signs, warning signs, directional signs, memorial signs, signs commemorating public service, stadium signs, certain signs displayed on vehicles, signs commemorating holidays, menus posted outside restaurants, yard sale signs, and signs customarily attached to fixtures such as newspaper machines and public telephones.

The plaintiff-an automobile dealership seeking to display twenty-three American flags-brought facial and as-applied challenges to the ordinance. Focusing on the fact that the flag exemption applied only to flags of a governmental body, we found that the ordinance "cannot be treated as a content neutral regulation," since "the display of the American flag or that of the State of Florida would be exempted from the permit process while a flag displaying the Greenpeace logo or a union affiliation would require a permit." *Dimmitt,* 985 F.2d at 1569. After finding that the ordinance was content based, we considered whether it was nevertheless justified by a compelling state interest, concluding that the City's asserted interest in aesthetics and traffic safety was "not a compelling state interest of the sort required to justify content based regulation of noncommercial speech." *Id.* at 1569-70. Finally, we concluded that even if aesthetics and traffic safety were compelling governmental interests, the ordinance was not narrowly tailored to achieve those ends, since "these asserted interests clearly are not served by the distinction between government and other types of flags." *Id.* at 1570. We explained that "a municipality may not accomplish its purposes in promoting aesthetics and traffic safety by restricting speech depending upon the message expressed." *Id.* Thus, we held "that by limiting the permit exemption to government flags, the City has unconstitutionally differentiated between speech based upon its content." *Id.*[11]

*1263 There is little to distinguish the Neptune Beach sign code from the ordinances at issue in *Dimmitt* and *Metromedia.*[12] Like the exemptions from the Clearwater

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and San Diego sign regulations, the exemptions contained in Neptune Beach's sign code-both § 27-580's exemptions from all regulations, and § 27-583(b)'s exemptions *1264 from the permit requirement-are largely content based.13

Not all of the sign code's exemptions are content based. For example, exemption (1) for signs not visible from any street or adjoining property, and exemption (16) for signs carried by a person, are restrictions on sign *placement,* not content. *Cf. Members of the City Council of Los Angeles v. Taxpayers for Vincent,* 466 U.S. 789, 811, 104 S.Ct. 2118, 80 L.Ed.2d 772 (1984) (upholding a Los Angeles ordinance prohibiting posting of signs on public property, reasoning that "[t]he private citizen's interest in controlling the use of his own property justifies the disparate treatment" of public and private property). Similarly, exemption (2) for signs smaller than two square feet and containing no letters or symbols larger than two inches pertains only to form, not to content.

However, many of the sign code's exemptions are plainly content based. For example, exemption (3) applies to flags and insignia only of a "government, religious, charitable, fraternal, or other organization." Thus, a government or religious organization seeking to fly its flag may do so freely, whereas an individual seeking to fly a flag bearing an emblem of his or her own choosing would have to apply for a permit to do so, and would have to abide by all of the restrictions enumerated in § 27-581. For example, the government tax collector's office could display a flag reading, "Stop Tax Evasion," whereas an individual homeowner could not display a flag saying, "Stop Domestic Violence," since § 27-581(13) prohibits the use of the word "stop" in any nonexempt, nongovernmental sign.

Exemption (4) is also content based, permitting governmental identification signs and informational signs to be freely posted, but requiring an individual or private organization who wishes to post a sign identifying his office or home, for example, to obtain a permit to do so. Moreover, pursuant to § 27-581, an exempt governmental sign could contain features such as moving parts or flashing lights, whereas the sign code's general prohibitions on such features, *see* § 27-581(4), (6), bar the use of these devices by nonexempt individual and other private signs. Thus, the City government could display a ten-foot-tall sign identifying "City Hall" in blinking lights, whereas § 27-581(6) would prohibit a homeowner from posting even a modestly sized sign using flashing lights to identify "The Smith Residence," for example.

Exemption (6) permits signs on private property to be posted freely if they are for the purpose of "guiding traffic and parking" on the property. Thus, without a permit, a homeowner could post a sign reading, "Parking in Back" and bearing a flashing neon arrow pointing toward the rear of the property, but not a traditional yard sign-which is recognized as "a venerable means of communication" that "may have no practical substitute," *Ladue,* 512 U.S. at 54, 57, 114 S.Ct. 2038-with a political message like "Support Our Troops" or "Bring Our Troops Home."

Indeed, the only political signs exempt from any regulation are those "related to elections, political campaigns, or a referendum," *1265 and they are exempt *only* from the sign code's permit requirement, are limited to four square feet in size in residential areas, and may not be displayed for more than fourteen days prior to and two days after an election. § 27-583(b)(6). Thus, while a "Re-Elect Mayor Smith" yard sign could be posted for a maximum of sixteen days, the illuminated parking sign may remain indefinitely. In other words, a large neon arrow receives more favorable treatment under the sign code than a political sign. Moreover, electioneering signs are the only form of political expression spared from the sign code's permit requirement. To express any political message not directly related to an upcoming election, a would-be speaker must comply with the sign code's permitting rules and all of its other restrictions. Thus, a sign espousing a viewpoint on a salient political issue-for example, "Reform Medicare," "Save Social Security," "Abolish the Death Penalty," or "Overturn *Roe v. Wade*"-would be subject to a permitting process and to numerous restrictions on form and placement from which other signs-such as those "guiding traffic and parking"-are exempt.

Exemption (10) allows holiday lights and decorations to be displayed freely. Thus, a homeowner could plant a giant illuminated Santa Claus or a jack-o-lantern in his front yard, but not a figure of, say, the President or the Mayor. An illuminated reindeer would be permissible, whereas a less festive animal such as a dog would not. Moreover, an array of multicolored, flashing holiday lights could cover a homeowner's roof year-round, whereas a simple political-campaign sign must, under § 27-583(6), be posted no more than two weeks before the election and removed within two days after.

Exemption (12) provides that certain "memorial" signs on buildings may be freely erected. A comparable sign identifying living occupants, however-such as a plaque reading, "The Brown Family"-could be displayed only after obtaining a permit.

Exemption (13) permits signs incorporated into machinery that advertise the service provided by the machine, but not comparable signs advertising the manufacturer or operator's favored causes, for example. Thus, a sign reading, "Mow Your Lawn With A John Deere," may receive more protection than one that says, "Support Your Local Public Schools" or "Support Your

Local Police."

Exemption (17) covers "[r]eligious displays (e.g. nativity scenes)." Thus, a homeowner could display year-round, without a permit, a manger scene stretching across his entire front yard and bearing a sign reading, "Worship Our Savior." The scene could even include all of the features off-limits to nonexempt signs, such as moving parts, flashing lights, music, and even smoke. While that homeowner is free to employ limitless quantities of religiously themed figures, his neighbor could not freely display even a small, silent, stationary statue of the President, the Mayor, or any other secular figure, since such a display does not fall within any of the sign code's enumerated exemptions. Nor could he put up, for example, an image of a soldier bearing the sign, "Support Our Troops" or "Bring Our Troops Home." Indeed, even to erect either sign alone, without the soldier figure, would require a permit because of the nature of the message.

Even those exemptions that favor certain speech based on the *speaker,* rather than the content of the message-such as exemption (8) for "[o]fficial signs of a noncommercial nature erected by public utilities," and exemption (4) for signs "erected by, or on behalf of, or pursuant to the authorization of a governmental body"-are content based. Under these exemptions, *1266 public utilities and government bodies may freely erect signs expressing their political preferences, their positions on public policy matters, and, indeed, their chosen messages on virtually any subject. Thus, while a public utility could post a sign proclaiming, for example, "Choose Electric Power," an individual homeowner or a private business could not display a sign reading, "Conserve Electricity: Use Solar Power." Similarly, while the city council could paper the entire City of Neptune Beach with signs advancing its agenda-for example, "Support School Vouchers," or "Enlist in the National Guard"-an individual resident could not freely post even a single yard sign advocating the opposing position-for example, "Oppose School Vouchers," or "Abolish the National Guard."

The Supreme Court has "frequently condemned such discrimination among different users of the same medium for expression," which is another form of content-based speech regulation. *Mosley,* 408 U.S. at 96, 92 S.Ct. 2286; *see also First Nat'l Bank of Boston v. Bellotti,* 435 U.S. 765, 784-85, 98 S.Ct. 1407, 55 L.Ed.2d 707 (1978) ("In the realm of protected speech, the legislature is constitutionally disqualified from dictating the subjects about which persons may speak *and the speakers who may address a public issue.*" (emphasis added)). *Cf. Ackerley Communications of Mass., Inc. v. City of Somerville,* 878 F.2d 513, 518 (1st Cir.1989) (striking down a sign ordinance whose "grandfather" clause allowed certain speakers to use nonconforming signs, observing that "[e]ven if a complete ban on nonconforming signs would be permissible, we must consider carefully the government's decision to pick and choose among the speakers permitted to use such signs"). The sign code exemptions that pick and choose the *speakers* entitled to preferential treatment are no less content based than those that select among subjects or messages.

Moreover, even insofar as § 27-581 simply allows some types of messages to be displayed in a more prominent manner than others-for example, using flashing lights or moving parts-it constitutes content-based regulation of speech. *See Café Erotica of Fla., Inc. v. St. Johns County,* 360 F.3d 1274, 1289 (11th Cir.2004) (holding that limiting signs displaying political messages to a smaller size than signs displaying other types of messages constituted content discrimination); *Whitton v. City of Gladstone,* 54 F.3d 1400, 1410 (8th Cir.1995) (holding that prohibiting external illumination of political signs while allowing it for other signs was an unconstitutional content-based restriction, since "the message on the sign determines whether or not it may be externally illuminated").

In short, because some types of signs are extensively regulated while others are exempt from regulation based on the nature of the messages they seek to convey, the sign code is undeniably a content-based restriction on speech.[14]

*1267 5 Accordingly, our second inquiry is whether the sign code survives strict scrutiny. A content-based restriction on speech must be "necessary to serve a compelling state interest" and "narrowly drawn to achieve that end." *Perry Educational Ass'n v. Perry Local Educators Ass'n,* 460 U.S. 37, 45, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983). The Neptune Beach sign code fails both aspects of this requirement: the sign code is not narrowly tailored to accomplish the City's asserted interests in aesthetics and traffic safety, nor has our case law recognized those interests as "compelling."

Even if we were to assume that Neptune Beach's proffered interests in aesthetics or traffic safety were adequate justification for content-based sign regulations, the sign code cannot withstand strict scrutiny because it is not narrowly drawn to accomplish those ends. The problem is that the ordinance recites those interests only at the highest order of abstraction, without ever explaining how they are served by the sign code's regulations generally, much less by its content-based exemptions from those regulations. In *Dimmitt,* we noted that even if the government's interest in aesthetics and traffic safety could be sufficient justification for content-based regulation of signs, those interests "clearly are not served *by the distinction* between government and other types of flags; therefore, the regulation is not 'narrowly

drawn' to achieve its asserted end." *Dimmitt,* 985 F.2d at 1570 (emphasis added) (quoting *Perry,* 460 U.S. at 45, 103 S.Ct. 948); *see also, e.g., Gilleo,* 986 F.2d at 1184 (holding that an ordinance was not narrowly drawn since it was not the "least restrictive alternative available").

The same is true here-the sign code recites only the general purposes of aesthetics and traffic safety, offering no reason for applying its requirements to some types of signs but not others. As to traffic safety, the ordinance states that motorists' safety "is affected by the number, size, location, lighting and movement of signs that divert the attention of drivers." § 27-574(2). The sign code therefore permits signs that are "[d]esigned, constructed, installed and maintained in a manner which does not endanger public safety or unduly distract motorists." § 27-575(2). The code does not, however, explain *how* these factors affect motorists' safety, or why a moving or illuminated sign of the permissible variety-for example, a sign depicting a religious figure in flashing lights, which would be permissible under § 27-580(17)'s exemption for "religious displays"-would be any less distracting or hazardous to motorists than a moving or illuminated sign of the impermissible variety-for example, one depicting the President in flashing lights, which falls within no exemption and is therefore categorically barred by § 27-581(5)' s prohibition on signs containing "lights or illuminations that flash." Likewise, a homeowner could not erect a yard sign emitting an audio message saying, "Support Our Troops," since § 27-581(9) generally bans signs that "emit any sound that is intended to attract attention," but the government would be free to erect an equally distracting-and presumably unsafe-sign emitting the audio message, "Support Your City Council," since governmental signs are completely exempt from regulation under § 27-580(4).

Regarding aesthetics, the sign code states that "[u]ncontrolled and unlimited signs may degrade the aesthetic attractiveness *1268 of the natural and manmade attributes of the community." § 27-574(5). This provision similarly fails to explain how the sign code's content-based differentiation among categories of signs furthers the City's asserted aesthetic interests. For example, we are unpersuaded that a flag bearing an individual's logo (which is not exempt from regulation), is any less aesthetically pleasing than, say, a flag bearing the logo of a fraternal organization (which is exempt from regulation under § 27-580(3)). Nor is it clear to us that a government-authorized sign reading, "Support Your City Council" in flashing lights (which is exempt from regulation under § 27-580(4)), or a religious sign reading, "Support Your Church" (which is exempt under § 27-580(17)), degrades the City's aesthetic attractiveness any less than a yard sign reading, "Support Our Troops" in flashing lights.

Although the sign code's regulations may generally promote aesthetics and traffic safety, the City has simply failed to demonstrate how these interests are served by the distinction it has drawn in the treatment of exempt and nonexempt categories of signs. Simply put, the sign code's exemptions are not narrowly tailored to accomplish either the City's traffic safety or aesthetic goals.

Moreover, even if the sign code's regulations were narrowly tailored to promote aesthetics and traffic safety-and this codification does no such thing-the plurality opinion in *Metromedia* and our decision in *Dimmitt* have said that these interests are not sufficiently "compelling" to sustain content-based restrictions on signs. In *Metromedia,* the plurality concluded that aesthetics and traffic safety constituted "substantial" but not "compelling" government interests, and thus were insufficient to justify the San Diego ordinance. *Metromedia,* 453 U.S. at 507-08, 101 S.Ct. 2882 (plurality opinion). Subsequently, in *Dimmitt,* we declared that "[t]he deleterious effect of graphic communication upon visual aesthetics and traffic safety ... is not a compelling state interest of the sort required to justify content based regulation of noncommercial speech." *Dimmitt,* 985 F.2d at 1570. Thus, we found the city's interests in aesthetics and traffic safety inadequate to justify exempting certain types of flags but not others from the city's sign-permit requirement. *Id.* at 1569-70. "As a practical matter," we observed, "only the most extraordinary circumstances will justify regulation of protected expression based on its content." *Id.* at 1570.

Applying the *Dimmitt* analysis, we cannot reach a different conclusion in this case. The City has provided no justification, other than its general interests in aesthetics and traffic safety-which are offered only at the highest order of abstraction and applied inconsistently-for exempting certain types of signs but not others. We do not foreclose the possibility that traffic safety may in some circumstances constitute a compelling government interest, but Neptune Beach has not even begun to demonstrate that it rises to that level in this case. Accordingly, we are constrained to conclude that Neptune Beach's sign code is not justified by a compelling government purpose.

6 Because its enumerated exemptions create a content-based scheme of speech regulation that is not narrowly tailored to serve a compelling government purpose, Neptune Beach's sign code necessarily fails to survive strict scrutiny.15 Moreover, these exemptions are not severable from the remainder of the ordinance; *1269 we are therefore required to find the sign code unconstitutional.16

C.

Solantic also says that the sign code is unconstitutional for the wholly independent reason that its failure to impose time limits for permitting decisions makes it an invalid prior restraint on speech. We agree that the absence of any time limits renders the sign code's permitting requirement unconstitutional.

*1270 7 Whether a licensing ordinance-which constitutes a prior restraint on speech-must contain a time limit within which to make licensing decisions depends on whether the ordinance is content based or content neutral. As we have previously explained, *see Granite State Outdoor Adver., Inc. v. City of St. Petersburg,* 348 F.3d 1278, 1281 (11th Cir.2003), two Supreme Court cases establish the relevant framework.

First, in *Freedman v. Maryland,* 380 U.S. 51, 85 S.Ct. 734, 13 L.Ed.2d 649 (1965), the Court invalidated a state law requiring motion pictures to be licensed prior to their release. The licensing board had discretion to deny licenses for films that were "obscene" or that "tend[ed], in the judgment of the Board, to debase or corrupt morals or incite to crimes." *Id.* at 52 n. 2, 85 S.Ct. 734. In response to the danger of censorship posed by this ordinance, the Court held that the licensing process was valid only if it contained certain procedural safeguards, which the plurality opinion in *FW/PBS, Inc. v. City of Dallas,* 493 U.S. 215, 110 S.Ct. 596, 107 L.Ed.2d 603 (1990), described in these terms:

> (1) any restraint prior to judicial review can be imposed only for a specified brief period during which the status quo must be maintained; (2) expeditious judicial review of that decision must be available; and (3) the censor must bear the burden of going to court to suppress the speech and must bear the burden of proof once in court.

Id. at 227, 110 S.Ct. 596. Although the Court was fragmented as to the precise extent of *Freedman* 's applicability in *FW/PBS,* a majority of Justices reaffirmed the continuing validity of the first requirement-strict time limits for licensing decisions. *See id.* at 227-28, 110 S.Ct. 596 (plurality opinion); *id.* at 238, 110 S.Ct. 596 (Brennan, J., concurring in the judgment).17

Subsequently, in *Thomas v. Chicago Park District,* 534 U.S. 316, 122 S.Ct. 775, 151 L.Ed.2d 783 (2002), the Court upheld an ordinance requiring a permit before conducting any event involving more than fifty people. The Court distinguished *Freedman,* explaining: "*Freedman* is inapposite here because the licensing scheme at issue here is not subject-matter censorship but content-neutral time, place, and manner regulation of the use of a public forum." *Id.* at 322, 122 S.Ct. 775. Because the *Thomas* ordinance was content neutral, the Court held that it was not subject to the *Freedman* requirements, explaining that "[w]e have never required that a content-neutral permit scheme regulating speech in a public forum adhere to the procedural requirements set forth in *Freedman.*" *Id.* However, the Court held that the ordinance *was* subject to the requirement that it contain "adequate standards to guide the licensing official's *1271 discretion and render it subject to effective judicial review." *Id.* at 323, 122 S.Ct. 775.

Since *Thomas,* we have held that "time limits are not *per se* required when the licensing scheme at issue is content-neutral." *City of St. Petersburg,* 348 F.3d at 1282 n. 6; *see also Granite State Outdoor Adver., Inc. v. City of Clearwater,* 351 F.3d 1112, 1118 (11th Cir.2003) ("[T]ime limits are required when their lack could result in censorship of certain viewpoints or ideas, but are not categorically required when the permitting scheme is content-neutral." (emphasis and citation omitted)). We have explained that "whether *Freedman* or *Thomas* controls ... depends on whether the City's sign ordinance is content-based or content-neutral." *City of St. Petersburg,* 348 F.3d at 1281. Because Neptune Beach's sign code is content based, its permitting scheme is subject to *Freedman*'s time-limit requirement. *See Burk,* 365 F.3d at 1255 n. 12 ("A content-based prior restraint must also satisfy the procedural requirements of *Freedman v. Maryland.*" (citation omitted)); *see also Café Erotica,* 360 F.3d at 1282-83 (applying *Freedman*'s time-limit requirement to a sign permit requirement that was facially content neutral, but contained "the potential for content-based decisionmaking," and finding the requirement satisfied since the ordinance required permit applications to be approved or denied within 14 days of submission).

8 To satisfy the time-limit requirement, an ordinance must "ensure that permitting decisions are made within a specified time period." *Café Erotica,* 360 F.3d at 1282. In *Café Erotica,* we found this requirement satisfied by a sign permit requirement explicitly providing that licensing decisions had to be made within 14 days. In contrast, "[a]n ordinance that permits public officials to effectively deny an application by sitting on it indefinitely is ... invalid," since "[t]he opportunity for public officials to delay is another form of discretion." *Lady J. Lingerie v. City of Jacksonville,* 176 F.3d 1358, 1361-62 (11th Cir.1999). We have repeatedly applied this requirement in the context of licensing schemes for adult businesses, interpreting it as requiring that the ordinance contain a specific provision explicitly limiting the period of time within which licensing officials must make permitting decisions.

Thus, for example, in *Lady J. Lingerie v. City of Jacksonville,* we struck down a requirement that adult businesses obtain a zoning exemption. Although the zoning board was required to conduct a hearing within 63

days of the business's application, we held that "the ordinance's failure to require a deadline for decision renders it unconstitutional." *Id.* at 1363. In *Redner v. Dean*, 29 F.3d 1495 (1994), we struck down a licensing requirement for adult entertainment establishments, even though the ordinance placed a 45-day time limit on the administrator's licensing decision, since the ordinance further provided that in the event the administrator exceeded the 45-day limit, "the applicant may be permitted to begin operating the establishment for which a license is sought, unless and until the County Administrator notifies the applicant of a denial of the application." This provision, we held, rendered the time limit "illusory" and "risk[ed] the suppression of protected expression for an indefinite time period." *Id.* at 1500-01. Again, in *Artistic Entertainment, Inc. v. City of Warner Robins*, 223 F.3d 1306 (11th Cir.2000), we struck down a licensing requirement for adult entertainment establishments even though it required the city council to approve or deny a license application within 45 days. We reasoned that, "although [the ordinance] imposes a deadline on the City to consider an adult business license application, it does not guarantee the adult business owner the right to *1272 begin expressive activities within a brief, fixed time frame," since it did not provide for what would happen if the city council, "because of bad faith or innocent bureaucratic delays, fails to act on an application before the deadline." *Id.* at 1310-11.

9 Neptune Beach's sign code contains no time limit of any sort for permitting decisions. Section 27-594, entitled "Permit application and approval procedures," provides: "Within ten (10) days after receipt of an application, the building official shall determine that the information is complete or incomplete and inform the developer of the deficiencies, if any." § 27-594(b). If the application is deemed incomplete, the applicant has ten days to correct the problem. If the application is complete, "the building official shall determine if the sign meets all provisions of this Code and shall issue the permit which states whether the application is approved, denied, or approved with conditions." § 27-594(b)(2).

However, no section of the sign code specifies any time period within which the building official must make this determination, thereby "risk[ing] the suppression of protected expression for an indefinite time period." *Redner*, 29 F.3d at 1500-01. The absence of *any* decisionmaking deadline effectively vests building officials with unbridled discretion to pick and choose which signs may be displayed by enabling them to pocket veto the permit applications for those bearing disfavored messages. The sign code's permitting requirement is therefore precisely the type of prior restraint on speech that the First Amendment will not bear.

III.

Although this case is before us on appeal from the denial of a preliminary injunction, we do not think it necessary or prudent to confine our opinion to holding that Solantic has shown a *likelihood* of success on the merits, when it is altogether clear that Solantic *will* succeed on the merits of its First Amendment claims. We recognize that, ordinarily, "when an appeal is taken from the grant or denial of a preliminary injunction, the reviewing court will go no further into the merits than is necessary to decide the interlocutory appeal." *Callaway v. Block*, 763 F.2d 1283, 1287 n. 6 (11th Cir.1985). However, under certain circumstances, a judgment on the merits is appropriate.

10 In *Thornburgh v. American College of Obstetricians & Gynecologists*, 476 U.S. 747, 106 S.Ct. 2169, 90 L.Ed.2d 779 (1986), *overruled on other grounds by Planned Parenthood v. Casey*, 505 U.S. 833, 112 S.Ct. 2791, 120 L.Ed.2d 674 (1992), the Supreme Court held that the court of appeals had jurisdiction, on an appeal from the district court's denial of a preliminary injunction, to strike down as unconstitutional portions of a Pennsylvania abortion statute, and affirmed the judgment of the court of appeals on the merits. *See id.* at 755-57, 106 S.Ct. 2169. The Court observed that appeals courts' general approach of reviewing only the decision on whether to grant preliminary injunctive relief "is not inflexible," *id.* at 756, 106 S.Ct. 2169, reasoning: "That a court of appeals ordinarily will limit its review in a case of this kind to abuse of discretion is a rule of orderly judicial administration, not a limit on judicial power." *Id.* at 757, 106 S.Ct. 2169; *accord Callaway*, 763 F.2d at 1287 n. 6 ("[T]his rule is a rule of orderly judicial administration only. Section 1292(a)(1) of Title 28 of the United States Code,[18] which governs appeals of interlocutory orders denying/granting injunctions, *1273 grants the courts jurisdiction to reach the merits, at least where there are no relevant facts at issue and the matters to be decided are closely related to the interlocutory order being appealed."); 16 Charles Alan Wright, Arthur R. Miller & Edward H. Cooper, Federal Practice and Procedure § 3921.1, at 28 (2d ed. 1996) ("Jurisdiction of the interlocutory appeal is in large measure jurisdiction to deal with all aspects of the case that have been sufficiently illuminated to enable decision by the court of appeals without further trial court development.").
We have, on a number of occasions, reached the merits of cases before us on interlocutory appeal from the grant or denial of a preliminary injunction. In *Callaway v. Block*, for example, we affirmed the district court's denial of a preliminary injunction and disposed of the plaintiffs' statutory construction and due process claims on the merits, "since both sides' arguments go to the merits, no facts are at issue, and the questions raised are purely legal

ones." *Callaway,* 763 F.2d at 1287. We observed: "Reaching the merits in cases such as these obviously serves judicial economy, as long as the facts are not disputed and the parties have presented their arguments to the court." *Id.* at 1287 n. 6.

More recently, in *Burk v. Augusta-Richmond County,* 365 F.3d 1247 (11th Cir.2004), a panel of this Court proceeded to the merits of a case before us on interlocutory appeal from the district court's denial of a preliminary injunction, and struck down on First Amendment grounds the county's permitting requirement for public demonstrations. Reaching the merits was appropriate, we found, since the appeal presented pure questions of law, and since "our disposition dictates the outcome of the underlying claim." *Id.* at 1250; *see also, e.g., Clements Wire & Mfg. Co. v. NLRB,* 589 F.2d 894, 897-98 (5th Cir.1979)19 (finding it "apparent that appellee will not succeed on the merits of its action" and thus vacating the preliminary injunction and remanding "with instructions to the district court to enter a judgment consistent with this opinion"); *Siegel,* 234 F.3d at 1171 n. 4 (observing that the court has the authority to reach the merits on appeal from denial of preliminary injunction, but declining to do so, since the factual record was "largely incomplete and vigorously disputed"); *Mercury Motor Express, Inc. v. Brinke,* 475 F.2d 1086, 1091 (5th Cir.1973) (reviewing the district court's issuance of a stay order that was not independently appealable, reasoning: "Because this case is properly before the court as an appeal from the denial of an injunction under 28 U.S.C.A. § 1292(a)(1) ... our permissible scope of review extends to the stay order as well. A court of appeals normally will not consider the merits of a case before it on an interlocutory appeal except to the extent necessary to decide narrowly the matter which supplies appellate jurisdiction, but this rule is one of orderly judicial administration and not a limit on jurisdictional power. '[O]nce a case is lawfully before a court of appeals, it does not lack power to do what plainly ought to be done.' " (quoting 9 Moore's Federal Practice ¶ 110.25[1] (2d ed.1972))).20

*1274 As the Supreme Court has explained, appellate review on the merits is properly conducted "if a district court's ruling rests solely on a premise as to the applicable rule of law, and the facts are established or of no controlling relevance." *Thornburgh,* 476 U.S. at 757, 106 S.Ct. 2169. "A different situation is presented, of course, when there is no disagreement as to the law, but the probability of success on the merits depends on facts that are likely to emerge at trial." *Id.* at 757 n. 8, 106 S.Ct. 2169.

Because the case before us falls into the first category, reaching a decision on the merits is the wiser course. The facts of the case are simple and straightforward, and the record needs no expansion. The First Amendment questions-which are the only issues before us-are purely legal; indeed, Solantic's constitutional challenge to the sign code is facial rather than as applied, so that our resolution of the legal questions is only minimally intertwined with the facts. Moreover, the parties have fully briefed the legal issues and cogently presented them to both the district court and this Court.

In addition, resolving the legal questions finally will substantially further the interests of judicial economy. Determining, *de novo,* whether the district court correctly found Solantic unlikely to succeed on the merits requires us to address complex and purely legal First Amendment issues that the district court has already fully considered once. Accordingly, "there is no point in remanding the case" for the district court to go through the motions of deciding the merits of Solantic's First Amendment claims yet again, when our opinion compels the result to be reached. *Illinois Council,* 957 F.2d at 310.

We therefore hold that Solantic prevails on the merits of these First Amendment claims, since the exemptions from Neptune Beach's sign code render it an unconstitutional content-based scheme of speech regulation, and since the sign code's lack of any time limits for permitting decisions make it an unlawful prior restraint on speech. We underscore that we express no opinion on-and leave it to the district court to consider on remand-Solantic's requests for permanent injunctive relief and for a declaration that it is not liable for accrued fines.

REVERSED and REMANDED.

Parallel Citations

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Footnotes

* Honorable Eugene E. Siler, Jr., United States Circuit Judge for the Sixth Circuit, sitting by designation.

1 References to the "sign code" are to Section 27, Article XV of the City of Neptune Beach Code of Ordinances.

2 Solantic also argued that the sign code violated analogous provisions of the Florida Constitution and raised a promissory estoppel claim, based on the City's grant of an electrical permit for Solantic's EVMC sign. These claims have been abandoned on appeal.

3 Preliminary injunctive relief may be granted if the moving party establishes: (1) a substantial likelihood of success on the merits of the underlying case; (2) that he will suffer irreparable harm unless an injunction issues; (3) that the harm he will suffer without an injunction outweighs the harm the injunction would cause the opposing party; and (4) that an injunction would not disserve the public interest. *See, e.g., Horton v. City of St. Augustine*, 272 F.3d 1318, 1326 (11th Cir.2001); *Johnson & Johnson Vision Care, Inc. v. 1-800 Contacts, Inc.*, 299 F.3d 1242, 1246-47 (11th Cir.2002).

4 The district court has substantial discretion in weighing the four relevant factors to determine whether preliminary injunctive relief is warranted. As we have explained previously:
This limited [abuse of discretion] review is necessitated because the grant or denial of a preliminary injunction is almost always based on an abbreviated set of facts, requiring a delicate balancing of the probabilities of ultimate success at final hearing with the consequences of immediate irreparable injury which could possibly flow from the denial of preliminary relief. Weighing these considerations is the responsibility of the district court.
Siegel, 234 F.3d at 1178 (quoting *Revette v. Int'l Ass'n of Bridge, Structural & Ornamental Iron Workers*, 740 F.2d 892, 893 (11th Cir.1984) (citation omitted)). However, the district court made no such calculus in this case.

5 This section provides:
(a) Except as otherwise provided in this article, no sign within the city shall be constructed, erected, operated, used, maintained, enlarged, illuminated, or substantially altered without first obtaining a permit as provided in this section.
(b) A separate application for a permit shall be made for each separate advertising sign or advertising structure, on a form furnished by the city manager.
(c) The application for a permit shall describe the size, shape, and nature of the proposed advertisement, advertising sign, or advertising structure, and its actual or proposed locations with sufficient accuracy to ensure its proper identification.
(d) The application for a permit shall be signed by the applicant or his authorized agent and by the property owner, if different than the property owner, or his authorized agent.
(e) For multiple occupancy complexes, individual occupants may apply for a sign permit, but they shall be issued in the name of the lot owner or agent, rather than in the name of the individual occupants. The lot owner, and not the city, shall be responsible for allocating allowable sign area to individual occupants.
§ 27-579.

6 Neptune Beach suggested for the first time at oral argument that § 27-580 may create an exemption only from the sign code's permitting requirement, not from its other regulations. This argument was never raised in the district court or in Neptune Beach's briefs to this Court, and therefore it is waived. *See, e.g., Chapman v. Al Transp.*, 229 F.3d 1012, 1044 (11th Cir.2000) ("It is axiomatic that an argument not raised before the trial court or on appeal has been waived."); *Marek v. Singletary*, 62 F.3d 1295, 1298 n. 2 (11th Cir.1995) ("Issues not clearly raised in the briefs are considered abandoned.").
But even if this argument were properly before us, we would reject it on the merits, since we find nothing ambiguous about the scope of the sign code's exemptions. Section 27-580 enumerates signs that "are exempt from these regulations." § 27-580. Although the sign code does not explicitly state that the exemption from "these regulations" extends to *all* sign code regulations, we see no other plausible way to read the ordinance. We can discern no principled basis for determining that the signs § 27-580 declares "exempt from these regulations" are exempt from some of the sign code's regulations but not others. For one thing, the very first provision of the sign code states that the code "exempts certain signs from these regulations." § 27-572. Section 27-580 then enumerates the exempt signs referenced in § 27-572. The language "these regulations" at the beginning of the sign code cannot be read as referring to anything other than *all* regulations that follow. Moreover, a subsequent provision of the sign code enumerates certain other categories of signs that are exempt from *the permit requirement only, see* § 27-583(b), reinforcing that § 27-580's more broadly worded exemption applies to the permit requirement *and* to the sign code's other regulations, including § 27-581's restrictions on form.
In addition, the fact that § 27-580 explicitly states that some of the exempt categories of signs *are* subject to some of § 27-581's regulations suggests that those exempt categories that are *not* explicitly subjected to these regulations are indeed exempt from them. For example, § 27-580(5) exempts "[i]ntegral decorative or architectural features of buildings, provided that such features do not contain ... moving parts or lights." Moving parts and lights are generally prohibited by §§ 27-581(4) and (6), respectively. Similarly, § 27-580(11) exempts merchandise displays in storefront windows, "so long as no part of the display moves or contains flashing lights." Were these enumerated categories of signs exempt only from the sign code's permit requirement, including these explicit applications of other sign code regulations would be wholly unnecessary.
Our practice is to "uphold a state statute against a facial challenge if the statute is readily susceptible to a narrowing construction that avoids constitutional infirmities. We 'will not, however, rewrite the clear terms of a statute in order to reject a facial challenge,' and, as a federal court, 'we must be particularly reluctant to rewrite the terms of a state statute.' " *Fla. Right to Life, Inc. v. Lamar*, 273

F.3d 1318, 1326 (11th Cir.2001) (quoting *Dimmitt v. City of Clearwater*, 985 F.2d 1565, 1572 (11th Cir.1993)) (citation and footnote omitted). Because any narrowed reading of the sign code's exemptions would require us to rewrite its basic terms by inserting our own limiting language into § 27-580, the sign code is not susceptible to a narrowing construction.

Finally, even if the City were correct that § 27-580's exemptions are from the permit requirement only, the sign code would still present exactly the same constitutional problem. Content-based exemptions from a permitting requirement raise serious questions of constitutionality that remain at the heart of this case. Reading the exemptions as applicable only to the sign code's permit requirement would render them no less content based than if they applied to all of the sign code's regulations. The problem is with the *character of the enumerated categories*, not with the scope of the exemption. Thus, if we find that the exemptions are content based and fail strict scrutiny, the sign code would be unconstitutional regardless of whether the exemptions are from all of its regulations or from the permit requirement only. The only type of narrowing construction that will save a statute from a constitutional challenge is one "that avoids constitutional infirmities," *id.*-something that Neptune Beach's reading, even if correct, does not do.

7 This section provides: "The following temporary signs are permitted without a sign permit, provided that the sign conforms to the requirements set forth below ...." § 27-583(b). The "requirements" referenced include limitations on size and display time, among other things. *See id.*

8 The City also cites *Ward v. Rock Against Racism*, 491 U.S. 781, 109 S.Ct. 2746, 105 L.Ed.2d 661 (1989), in which the Supreme Court took a somewhat different approach to evaluating content neutrality, explaining:

The principal inquiry in determining content neutrality, in speech cases generally and in time, place, or manner cases in particular, is whether the government has adopted a regulation of speech because of disagreement with the message it conveys. The government's purpose is the controlling consideration. A regulation that serves purposes unrelated to the content of expression is deemed neutral, even if it has an incidental effect on some speakers or messages but not others. Government regulation of expressive activity is content neutral so long as it is "*justified* without reference to the content of the regulated speech."

Id. at 791, 109 S.Ct. 2746 (citations omitted) (quoting *Clark v. Cmty. for Creative Non-Violence*, 468 U.S. 288, 293, 104 S.Ct. 3065, 82 L.Ed.2d 221 (1984)).

However, more recently, the Court has receded from this formulation, returning to its focus on the law's own terms, rather than its justification, in *City of Cincinnati v. Discovery Network, Inc.*, 507 U.S. 410, 113 S.Ct. 1505, 123 L.Ed.2d 99 (1993). In *Discovery Network*, the Court held that a city ordinance banning news racks containing commercial handbills but allowing news racks containing noncommercial newspapers was an unconstitutional content-based restriction on speech. The city contended that its interests in safety and aesthetics (its proffered justifications for the ordinance) served an interest unrelated to the content of the prohibited publications, rendering the ordinance content neutral. The Court, however, found this argument "unpersuasive because the very basis for the regulation is the difference in content between ordinary newspapers and commercial speech. True, there is no evidence that the city has acted with animus toward the ideas contained in respondents' publications, but just last Term we expressly rejected the argument that 'discriminatory ... treatment is suspect under the First Amendment only when the legislature intends to suppress certain ideas.' " *Id.* at 429, 113 S.Ct. 1505 (quoting *Simon & Schuster, Inc. v. Members of the N.Y. State Crime Victims Bd.*, 502 U.S. 105, 117, 112 S.Ct. 501, 116 L.Ed.2d 476 (1991)). Accordingly, the Court held: "Under the city's newsrack policy, whether any particular newsrack falls within the ban is determined by the content of the publication resting inside that newsrack. Thus, by any commonsense understanding of the term, the ban in this case is 'content based.' " *Id.*

9 In *City of Ladue v. Gilleo*, 512 U.S. 43, 114 S.Ct. 2038, 129 L.Ed.2d 36 (1994), the Supreme Court "identif[ied] two analytically distinct grounds for challenging the constitutionality of a municipal ordinance regulating the display of signs. One is that the measure in effect restricts too little speech because its exemptions discriminate on the basis of the signs' messages." *Id.* at 50-51, 114 S.Ct. 2038 (citing the *Metromedia* plurality opinion). "Alternatively, such provisions are subject to attack on the ground that they simply prohibit too much protected speech." *Id.* at 51, 114 S.Ct. 2038 (citing the *Metromedia* concurring opinion).

Ladue involved a challenge to a ban on all residential signs other than those falling within one of ten enumerated exemptions, brought by a homeowner seeking to display in her window a sign reading, "Say No to War in the Persian Gulf, Call Congress Now." Instead of looking first to whether the sign ordinance's exemptions were content based, the Court employed the following approach:

[W]e first ask whether Ladue may properly *prohibit* Gilleo from displaying her sign, and then, only if necessary, consider the separate question whether it was improper for the City simultaneously to *permit* certain other signs. In examining the propriety of Ladue's near-total prohibition of residential signs, we will assume, *arguendo*, the validity of the City's submission that the various exemptions are free of impermissible content or viewpoint discrimination.

Id. at 53, 114 S.Ct. 2038. The Court concluded that the city could not constitutionally prohibit the display of Gilleo's sign, reasoning that yard and window signs are "a venerable means of communication," *id.* at 54, 114 S.Ct. 2038, and "may have no practical substitute," *id.* 57, 114 S.Ct. 2038. The Court thereby avoided reaching the question of the constitutionality of the ordinance's exemptions.

Here, we cannot avoid the second question. Neptune Beach has not sought to prohibit Solantic's sign, but rather to subject it to a variety of regulations. We have no doubt that a city may permissibly impose permitting requirements, form restrictions, and other limitations on signs. Thus, we cannot avoid proceeding to the next inquiry-that is, whether subjecting some signs but not others to

these regulations amounts to impermissible content discrimination. We must, therefore, look beyond *Ladue* to the Court's approach in *Metromedia* and our opinion in *Dimmitt*.

10 From the fractured decision in *Metromedia*-which contained a total of five separate opinions-there emerges no controlling opinion as to the ordinance's regulation of noncommercial speech, and no subsequent majority of the Supreme Court has ever explicitly adopted or rejected the reasoning of any of the *Metromedia* opinions. The Supreme Court has explained that "[w]hen a fragmented Court decides a case and no single rationale explaining the result enjoys the assent of five Justices, 'the holding of the Court may be viewed as that position taken by those Members who concurred in the judgment on the narrowest grounds.' " *Marks v. United States*, 430 U.S. 188, 193, 97 S.Ct. 990, 993, 51 L.Ed.2d 260 (1977) (quoting *Gregg v. Georgia*, 428 U.S. 153, 169 n. 15, 96 S.Ct. 2909, 2923 n. 15, 49 L.Ed.2d 859 (1976) (opinion of Stewart, Powell, and Stevens, JJ.)). However, "[t]he Supreme Court has not compelled us to find a 'holding' on each issue in each of its decisions. On the contrary, the Court has indicated that there may be situations where even the *Marks* inquiry does not yield any rule to be treated as binding in future cases." *Johnson v. Bd. of Regents of Univ. of Ga.*, 263 F.3d 1234, 1248 n. 12 (11th Cir.2001) (citing *Nichols v. United States*, 511 U.S. 738, 114 S.Ct. 1921, 128 L.Ed.2d 745 (1994)). *Metromedia* presents just such a case.
Indeed, at least two of our sister Circuits have applied *Marks* analysis to *Metromedia* 's noncommercial-speech holding and have found no controlling opinion. *See Rappa v. New Castle County*, 18 F.3d 1043, 1056-61 (3d Cir.1994); *Discovery Network, Inc. v. City of Cincinnati*, 946 F.2d 464, 470 n. 9 (6th Cir.1991). As the Third Circuit explained, "the plurality and the concurrence took such markedly different approaches to the San Diego ordinance that there is no common denominator between them." *Rappa v. New Castle County*, 18 F.3d 1043, 1058 (3d Cir.1994) (concluding that *Metromedia* was not controlling in the case before it). Whereas the plurality concluded that the ordinance's exemptions rendered it a content-based speech restriction, the concurrence, in contrast, "did not think that the relevant issue was the constitutional effect of the exceptions to the general prohibition," but rather "viewed the San Diego ordinance as a total ban on billboards because it believed that the ordinance would have the *practical effect* of eliminating the billboard industry in San Diego and thereby would eliminate billboards as an effective medium of communication." *Rappa*, 18 F.3d at 1058. Because of these sharp differences, neither opinion has any controlling precedential force.

11 We note that the *Dimmitt*/*Metromedia*-plurality approach is consistent with the prevailing approach among other Circuits. *See, e.g., Nat'l Adver. Co. v. Town of Niagara*, 942 F.2d 145, 147 (2d Cir.1991) (observing that the Second Circuit "has adopted the plurality decision in *Metromedia* concerning billboard regulation"); *Nat'l Adver. Co. v. Town of Babylon*, 900 F.2d 551 (2d Cir.1990) (holding that an ordinance exempting certain signs from a general sign ban was an unconstitutional content-based restriction on speech); *Gilleo v. City of Ladue*, 986 F.2d 1180 (8th Cir.1993), *aff'd on other grounds*, 512 U.S. 43, 114 S.Ct. 2038, 129 L.Ed.2d 36 (1994) (same); *Matthews v. Town of Needham*, 764 F.2d 58, 60 (1st Cir.1985) (same).
Indeed, in *Dimmitt*, we cited with approval the Ninth Circuit's decision in *National Advertising Co. v. City of Orange*, 861 F.2d 246 (9th Cir.1988), which adopted the *Metromedia* plurality approach. *See Dimmitt*, 985 F.2d at 1570. *City of Orange* involved a ban on signs, with a series of enumerated exemptions. The court concluded that "[b]ecause the exceptions to the restriction ... are based on content, the restriction itself is based on content." *Id.* at 249. Although the city's proffered interests in aesthetics and traffic safety were substantial, they were not sufficient to justify the content-based ban, and thus the court struck it down. Subsequently, in *Desert Outdoor Advertising, Inc. v. City of Moreno Valley*, 103 F.3d 814 (9th Cir.1996), the Ninth Circuit used the reasoning of *City of Orange* and the *Metromedia* plurality to strike down a statute exempting certain categories of billboards from a permitting requirement. The court explained: "Because the exemptions [for official notices and directional or informational signs, among other things] require City officials to examine the content of ... signs to determine whether the exemption applies, the City's regulation ... is content-based." *Id.* at 820.
Only the Third Circuit has taken a different approach. In *Rappa v. New Castle County*, 18 F.3d 1043, 1056-61 (3d Cir.1994), the court addressed an ordinance generally prohibiting placement of signs within a certain distance of a highway, but exempting designated types of signs from this restriction. Drawing on Justice Brennan's concurrence in *Metromedia*, the court adopted a "context-sensitive" test for evaluating the constitutionality of content-based exemptions from sign regulations. *Id.* at 1064. The test provided that "when there is a significant relationship between the content of particular speech and a specific location, the state can exempt speech having that content from a general ban so long as the exemption is substantially related to serving an interest that is at least as important as that served by the ban." *Id.* at 1066. We have found no cases applying the *Rappa* approach, and we are uncertain how it would work in practice. At all events, we are guided by our own precedent in *Dimmitt*.

12 *Dimmitt* is much more closely on point than our prior decision in *Messer v. City of Douglasville*, 975 F.2d 1505 (1992), in which a panel of this Court held that an ordinance exempting certain signs from a city permit requirement was *not* content based. The ordinance in *Messer* exempted "from permitting requirements and/or permit fees" the following signs: (1) one wall sign per building, attached to the side of the building, announcing the business; (2) one real estate "for sale" sign per property; (3) one bulletin board located on religious, public, charitable or educational premises; (4) one construction identification sign; (5) directional traffic signs containing no advertisements. *Id.* at 1511.
The *Messer* Court acknowledged that *Metromedia* and the Ninth Circuit's decision in *City of Orange* had invalidated ordinances exempting certain types of signs from a general ban on signs as unconstitutional content-based restrictions on speech. However, *Messer* distinguished the Douglasville ordinance on two bases. First, it stated that a permitting requirement was different from a ban

in that it was simply a time, place, and manner regulation, reasoning that since "Messer has not challenged the *permit process* as an unconstitutional restriction on speech," "the Douglasville sign ordinance stands on a different footing from the complete bans on speech in San Diego and the City of Orange." *Id.* at 1513. Second, the *Messer* Court observed that Douglasville's "exemptions are much more limited than those in the San Diego or City of Orange ordinances," and contained "no specific exemptions for political, historical, religious, or special event signs." *Id.*

Solantic's case is much more closely analogous to *Dimmitt* than to *Messer*, and indeed is distinguishable by *Messer*'s own terms. For one thing, Solantic *has* challenged the sign code's permit process as an unconstitutional restraint on speech. Moreover, unlike in *Messer*, at issue here is not just a permit requirement, but a whole array of restrictions on the form that nonexempt signs may take. Exempt signs can convey their message in virtually any manner-for example, using flashing lights, moving parts, or any of the other features generally prohibited by § 27-581-as long as they "are not placed or constructed so as to create a hazard of any kind." § 27-580. Nonexempt signs, in contrast, are subject not only to the permit requirement, but also to all of the limitations enumerated in § 27-581. Thus, the regulations embodied in Neptune Beach's sign code reach substantially farther than those in the Douglasville ordinance.

The Douglasville ordinance is further distinguishable because the exemptions from the Neptune Beach sign code are much more numerous and extensive than Douglasville's. In this regard, the content-based exemptions in this case are more analogous to those in the San Diego and City of Orange ordinances the *Messer* Court distinguished from Douglasville's. Section 27-580, for example, contains seventeen categories of exemptions, and § 27-583(b) contains another six, whereas Douglasville's ordinance contained a total of five narrow exceptions. In short, *Dimmitt* is much more closely on point than *Messer*.

13 The fact that these content-based provisions take the form not of regulations but of *exemptions* from regulations is immaterial. As the First Circuit has explained, "when a city's goal is to reward one type of speech, the necessary effect is that all other types of speech are penalized. A finding that the motive was to promote, rather than to penalize, a certain type of speech does not alter this fact." *Ackerley Communications of Mass., Inc. v. City of Somerville*, 878 F.2d 513, 521 (1st Cir.1989). For our purposes today, whether these content-based restrictions are cast as regulations or exemptions is simply a matter of semantics.

14 *Cf. Linmark Assocs., Inc. v. Twp. of Willingboro*, 431 U.S. 85, 94, 97 S.Ct. 1614, 52 L.Ed.2d 155 (1977) (striking down as unconstitutional an ordinance seeking to prevent the flight of white homeowners from racially integrated communities by prohibiting the posting of "For Sale" or "Sold" signs on property, reasoning that the ordinance "proscribed particular types of signs based on their content," without a compelling reason for doing so); *Mosley*, 408 U.S. at 94-95, 92 S.Ct. 2286 (striking down on equal protection grounds-which were "closely intertwined with First Amendment interests"-an ordinance exempting peaceful labor picketing from a general prohibition on picketing near schools, observing that "[t]he central problem with Chicago's ordinance is that it describes permissible picketing in terms of its subject matter," and that "[t]he operative distinction is the message on a picket sign"); *Carey v. Brown*, 447 U.S. 455, 460-62, 100 S.Ct. 2286, 65 L.Ed.2d 263 (1980) (striking down, on equal protection grounds, a prohibition on picketing that exempted peaceful picketing of a place of employment involved in a labor dispute, since it discriminated "based upon the content of the demonstrator's communication," by according "preferential treatment to the expression of views on one particular subject").

15 Solantic also argues that the sign code is an impermissible regulation of commercial speech under the *Central Hudson* test, which lays out a framework for evaluating the constitutionality of restrictions on commercial speech. Commercial speech that is not misleading and does not advocate illegal activity may be regulated if the regulation directly advances a substantial governmental interest and reaches no further than necessary to accomplish that goal. *Cent. Hudson Gas & Elec. Corp. v. Pub. Serv. Comm'n of N.Y.*, 447 U.S. 557, 564, 100 S.Ct. 2343, 65 L.Ed.2d 341 (1980). Because the sign code does not regulate commercial speech as such, but rather applies without distinction to signs bearing commercial and noncommercial messages, the *Central Hudson* test has no application here.

16 "Severability of a local ordinance is a question of state law...." *City of Lakewood v. Plain Dealer Pub'g Co.*, 486 U.S. 750, 772, 108 S.Ct. 2138, 100 L.Ed.2d 771 (1988); *see also Coral Springs Street Sys., Inc. v. City of Sunrise*, 371 F.3d 1320, 1347 (11th Cir.2004). As we have previously explained:

Florida law clearly favors (where possible) severance of the invalid portions of a law from the valid ones. According to the Florida Supreme Court, "[s]everability is a judicial doctrine recognizing the obligation of the judiciary to uphold the constitutionality of legislative enactments where it is possible to strike only the unconstitutional portions." *Ray v. Mortham*, 742 So.2d 1276, 1280 (Fla.1999) (citing *State v. Calhoun County*, 126 Fla. 376, 383, 127 Fla. 304, 170 So. 883 (1936)). The doctrine of severability is "derived from the respect of the judiciary for the separation of powers, and is 'designed to show great deference to the legislative prerogative to enact laws.' " *Id.* (quoting *Schmitt v. State*, 590 So.2d 404, 415 (Fla.1991)).

Coral Springs, 371 F.3d at 1347.

The Florida Supreme Court has articulated the following test for severability:

When a part of a statute is declared unconstitutional the remainder of the act will be permitted to stand provided: (1) the unconstitutional provisions can be separated from the remaining valid provisions, (2) the legislative purpose expressed in the valid

provisions can be accomplished independently of those which are void, (3) the good and the bad features are not so inseparable in substance that it can be said that the Legislature would have passed the one without the other and, (4) an act complete in itself remains after the invalid provisions are stricken.
Id. at 1348 (quoting *Smith v. Dep't of Ins.*, 507 So.2d 1080, 1089 (Fla.1987)).
Applying this test, we find that the exemptions contained in §§ 27-580 and 27-583(b) are not severable from the remainder of the sign code. These provisions *can* be separated, since they are discrete sections of the statute, satisfying the first prong of Florida's severability test. Additionally, the stated legislative purpose of improving traffic safety and aesthetics can still be accomplished without the exemptions, satisfying the second prong.
The problem lies with the third prong. It is not clear that the legislature would have enacted the sign code, complete with its permit requirement and restrictions on form, even without the exemptions. The legislature might have preferred not to impose these regulations on any signs if doing so meant that all signs would be subjected to these rules. For example, we cannot say with any certainty that the legislature would have chosen to adopt a potentially time-consuming permitting process if even signs displayed only on a short-term basis-such as those advertising festivals, sporting events, and religious functions, among other things, which are exempt under § 27-583(b)(5)-were required to comply, since would-be advertisers might be unable to obtain permits in time for their events. Similarly, we are not persuaded that the legislature would have chosen to ban signs using the words "stop," "look," and "danger," *see* § 27-581(13), if this rule applied even to governmental signs, which are exempt under § 27-580(4). Because the general regulations and the exemptions are not "so inseparable in substance that it can be said that the Legislature would have passed the one without the other," *Coral Springs*, 371 F.3d at 1348, invalidating the scheme of exemptions requires us to invalidate the sign code in its entirety.

17 In *FW/PBS*, the Court applied *Freedman*'s time-limit requirement to an ordinance regulating adult businesses through a scheme of zoning, licensing, and inspections. A majority held that the ordinance violated the First Amendment because it failed to impose strict administrative time limits and to provide for prompt judicial review, as required by *Freedman*. *See FW/PBS*, 493 U.S. at 227-28, 110 S.Ct. 596 (plurality opinion); *id.* at 238, 110 S.Ct. 596 (Brennan, J., concurring in the judgment). However, Justice O'Connor, writing for herself and two other Justices, found that only two of *Freedman*'s protections-strict administrative time limits and prompt judicial review-applied to the licensing scheme. *Id.* at 228, 110 S.Ct. 596 (plurality opinion). Justice Brennan, writing for himself and two other Justices, would have applied all three of *Freedman*'s safeguards, including the requirement that "the would-be censor ... bear both the burden of going to court and the burden of proof in court." *Id.* at 239, 110 S.Ct. 596 (Brennan, J., concurring in the judgment).

18 28 U.S.C. § 1292(a) states, in pertinent part, that "courts of appeals shall have jurisdiction of appeals from: (1) Interlocutory orders of the district courts ... granting, continuing, modifying, refusing, or dissolving injunctions."

19 The Eleventh Circuit has adopted as precedent the decisions of the former Fifth Circuit rendered prior to October 1, 1981. *Bonner v. City of Prichard*, 661 F.2d 1206, 1209 (11th Cir.1981).

20 Numerous other Circuits have also recognized the appropriateness, in limited circumstances, of reaching the merits of a case before the court on interlocutory appeal from the grant or denial of a preliminary injunction. *See, e.g., Hurwitz v. Directors Guild of Am., Inc.*, 364 F.2d 67, 69-70 (2d Cir.1966) (reversing denial of preliminary injunction and directing entry of judgment for plaintiffs on the merits, reasoning that doing so "serve[d] the obvious interest of economy of litigation" and was appropriate since the case "contain[ed] no triable issue of fact"); *Amandola v. Town of Babylon*, 251 F.3d 339, 343-44 (2d Cir.2001) (reversing denial of preliminary injunction and striking down permitting requirement for use of town facilities on First Amendment grounds); *United Parcel Serv., Inc. v. United States Postal Serv.*, 615 F.2d 102, 106-07 (3d Cir.1980) (reaching the merits because the case involved "a pure question of law," the legal question was "intimately related to the merits of the grant of preliminary injunctive relief," and the legal issue would not "be seen in any different light after final hearing than before"); *Doe v. Sundquist*, 106 F.3d 702, 707-08 (6th Cir.1997) (finding that reaching the merits was "in the interest of judicial economy," since "the legal issues have been briefed and the factual record does not need expansion"); *Illinois Council on Long Term Care v. Bradley*, 957 F.2d 305, 310 (7th Cir.1992) ("Since plaintiffs cannot win on the merits, there is no point in remanding the case for further proceedings. Therefore we affirm the district court's judgment and remand with instructions to dismiss the case on the merits."); *Campaign for Family Farms v. Glickman*, 200 F.3d 1180, 1185-87 (8th Cir.2000) (reaching the merits because "we are faced with a purely legal issue on a fixed administrative record").

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Exhibit D

Minutes

December 11, 2008	Planning Board discussion item
December 2, 2009	Planning Board discussion item
January 14, 2010	Planning Board
March 16, 2010	City Commission
May 18, 2010	City Commission discussion item
June 10, 2010	Planning Board
August 12, 2010	Planning Board discussion item
August 23, 2010	Planning Board workshop
September 28, 2010	Planning Board workshop (not available yet)

in order not to miss anything, though there were other references to the DRB that would be eliminated as they arose.

Some discussion ensued about notifying property owners by certified mail. In response to a question from Mrs. Press on the need for certified mail, Mr. Spraker said there was little extra cost to the city, but there were three forms of notification and regular mail would suffice if that was the board's preference. City Attorney Hayes noted that an amendment would be needed to change the language from certified mail, as it currently read, to regular mail. He recommended voting on the staff recommended changes first, then voting on an amendment to remove the requirement for notification by certified mail.

Ms. Behnke moved to approve the changes as recommended by staff. Mr. Jorczak seconded her motion and it was approved by unanimous vote.

The amendment removing the requirement for notification by certified mail, requiring notification by regular post instead, was proposed by Ms. Behnke and seconded by Mrs. Press. It, too, was approved by unanimous vote.

VIII. OTHER BUSINESS

A. Electronic Sign Workshop & Presentation by Kenco Signs

Mr. Raymond Webb, 1539 Garden Avenue, Holly Hill, said he had set up a demonstration on LED signs outside the chambers for the benefit of the board members. The demonstration was being provided by Watchfire, a leading manufacturer of LEDs from Danville, Illinois and a representative was present to answer questions, he said. He added that he did not think the board members would find the illumination at all overwhelming. Some letters of reference were also available from business owners describing the effects on their businesses from changing to LED signs. The representative from Watchfire also had some information from different government agencies that had initially had some concerns, including how those concerns had been resolved. Mr. Webb said that changeable copy signs had pretty much gone the way of the stone age as LED signs allowed the messages to be changed at will – anywhere from every 5 seconds, to every 3 minutes, to once per day or week. He said there were countless letters from business owners to the major manufacturers of LED signs saying the signs were the best investments they had ever made. Currently, he said, many businesses and restaurants in town were failing and the signs could help them to continue to do business in today's tough market. He presented some case studies showing the difference in sales after changing to an LED sign. In every study, business went up 20 to 30 percent.

Regarding safety issues, Mr. Webb said that the AAA Foundation for Traffic Safety had found that distraction was a problem for drivers of all ages and both sexes. Specific sources of distraction varied considerably, but roadside ad signs were not considered a significant distraction. He noted that the Small Business Administration currently was loaning money to government agencies for LEDs to put on roadways. According to the SBA, several states had conducted studies on the safety of LEDs and none had found any evidence of accidents from

signage. A leading insurance company surveyed had also reported no incidents or lawsuits related to LED signs. He suggested that the members take a break for a few minutes so they could move to the courtyard for a demonstration of the signs. City Attorney Hayes asked that members not to speak until they had returned to the board room and begun taping again. Mr. Thomas moved to adjourn for a four minute break.

Mr. Thomas called the meeting back to order at 7:35 pm.

Mr. Webb pointed out the different options available, using the sign for Destination Daytona (similar to what the board members had seen outside) and the one at The Trails as another, simpler, used with limited movement and no blinking. Ms. Sara Vandagriff, representing The Trails Shopping Center, said that only two colors were allowed and that the sign could not roll or move, blink, or scroll. Mr. Webb said the technology had changed considerably since Mr. Jaffe had purchased the sign for The Trails. Mrs. Press said she had been on the board at the time that sign had been approved and the restrictions proposed. In response to Chair Thomas, Mr. Webb said the most common configurations were 4x8', 4x10', 5x8', or 5x10' and the signs became more expensive as the size increased. He said the illumination for the signs had to be greater in the daytime and automatically decreased at night.

Mr. Jorczak asked if other cities had established standards. The representative from Watchfire responded that they had not. Mr. Thomas asked who was responsible for deciding the appropriate brightness for a sign. She replied that if the sign was too bright, it was illegible – it did no good to have the lighting higher than 1000 to 1500 nits as it detracted from a sign's legibility. In any case, sign companies worked with their customers to adjust the lighting.

Ms. Behnke said she thought it would be good if the signs were closely regulated; she thought they could easily become garish. She liked the signs on high poles as she did not believe they were as distracting. She felt it was important to establish standards with which the residents of Ormond Beach would be alright. Mr. Jorczak thought particular consideration would need to be given to the size of signs, their locations, and how much motion would be allowed. He, too, thought it was important to establish some parameters. Mr. Webb suggested restricting print to 30 percent or less of the sign's area. Mr. Jorczak asked about limitations that could be applied to movement. The representative from Watchfire replied that a 2 to 3-second hold time took away the ability for movement. She added that resolution was more important than color. In answer to Mr. Jorczak and Mr. Thomas, Mr. Webb said the size of an allowable sign could be correlated to the size of the business and be required to match the design of the site. As for color, he said most people would only be able to afford red, noting that multi-colored signs were very expensive.

Mrs. Press observed that of all the discussions that she had been part of on the Planning Board and in the City, the one that had provoked the greatest interest was signage. The topic often sent residents up in arms, she said, and she was one of the people affected that way. She said the difficulty in coming up with a sign ordinance was that one size did not fit all. She did not feel the citizens of Ormond Beach would appreciate flashing signs and movement like what she board members had seen in the parking lot, but she did think there would be places signs might be appropriate. For instance, she did not like the plastic Walgreens sign and thought something else might look better there. She thanked Mr. Webb for educating the board members a bit on LEDs.

Ms. Behnke said that she disliked the delivery trucks with the rolling signs as she found them distracting, but was in favor of looking at LEDs. Mr. Jorczak said he was not against LED signs, but felt controls were needed. He said he did not find anything objectionable in the sign at The Trails. Mr. Webb said he could obtain any studies the Board was interested in and whatever ordinances there were – for instance, he knew Chicago required a 5-second hold to prevent scrolling.

Mr. Thomas asked about Mr. Webb's earlier reference to free speech. City Attorney Hayes replied that governments could impose regulations such as time restrictions, setbacks, brightness, etc., but could not regulate content. Typically, cities did not regulate content, though there was a little more latitude with commercial than non-commercial. Mr. Hayes emphasized that obscenity would still be regulated by the City, however. He noted that these signs would not allow any more than signs already permitted by Ormond Beach. Something that would not be allowed on a static sign would not be allowed on a message center.

Ms. Behnke pointed out as something to consider was that the current signs were immovable, expensive, and hard to replace. Mr. Webb said it was also possible to regulate who would be allowed to use a sign; for instance, if a Bike Week vendor was set up on the premises of a business with a sign, it could be used to advertise for the vendor, but a vendor across the street could be barred from using the sign. Mr. Hayes concurred that the sign use could be required to be associated with the principal use of the property. Mr. Thomas said he was very interested in the signs as the older he got the harder it was to see and find places. He said he could see the benefits of LED signs, though he could also see problems with flashing. He disagreed with Mrs. Press that the City would never accept LED signs, saying that times change. He said he would like to continue to research the LED signs for Ormond Beach and that he was open to hearing more. He told Mr. Webb that he appreciated his and the representative from Watchfire coming to talk with the board. Mr. Webb said he would be happy to help at a workshop or meeting, if needed.

Mr. Jorczak said he would like to take things one step further and have staff start acquiring data to try to establish standards. He felt there was enough interest to start exploring further. Ms. Behnke, Mr. Wigley, and Mr. Thomas agreed. Ms. Press had no comment. Mr. Goss said he would bring a draft code with options for the Planning Board.

On another matter, Mr. Jorczak asked about the regulations and oversight for laser light displays. Mr. Hayes thought perhaps that fell under FAA regulations. As lasers were used for a variety of purposes other than display, he was unsure how they could be regulated by the City.

B. <u>Form Based Code Workshop</u>

Stating that the subject had been discussed a bit at the last meeting, Mr. Goss began a PowerPoint presentation on form based codes. He explained that with form based codes, design was more important than use. Typically, in Ormond Beach, it was use that the City regulated. The purpose of form based codes was to meet the street need and the block need. Staff wanted to be able to present a template so everyone would know what the street should look like and how

things would interrelate with each other at the street level. Form based codes would clearly spell out controls for the building form, serving as a regulating plan almost like a zoning map, but with build-to lines. The codes would move away from style and toward design, laying out parameters but not referring to any particular style. The streetscape would be examined, looking at walkability, primary and minor streets, urban design standards, and how the building was situated on the lot.

Mr. Goss said form based codes were different than anything that had been done in Ormond Beach before. Typically they were used in downtown infill areas and redevelopment areas for which the community had a specific vision. Ormond Beach did have such a vision in this case, as well as the resources to bring it about, Mr. Goss stated, presenting some pictures envisioning the downtown redevelopment. He went on to say that the City's current codes would not permit this vision to be fulfilled. Form based codes were for livable cities and looked at the context of a site not the site itself, scale not use, and form rather than style, allowing the free market to dictate design.

Offering a regulating plan staff had put together, Mr. Goss said there were several districts: river, ocean, and creek, that called for 3 to 5-story mixed use buildings along the street for a walkable downtown area. The purpose of this was to give ideas, Mr. Goss said, not to lay out the downtown now. The plan would have display windows and shops at the ground floor with offices or residential above.

Form based codes were adopted expressly for a district, and in order to work properly, probably should be mandatory, Mr. Goss said. The City might be able to provide assistance in helping property owners meet the code. Correctly done, the process should be faster, more predictable for developers, and could be administratively approved. Such codes had been used by counties, such as Indian River, as well as cities. Form based codes had been used in Sarasota, Madiera Beach, Arlington, Columbia, and were now being considered by Miami. Mr. Goss said he would get a list of communities within driving district in which such codes had been applied.

Mr. Thomas asked if it was Mr. Goss's opinion that the adoption of form based codes would encourage development of the Downtown. Mr. Goss replied that he had not been in Ormond Beach long enough to understand everything about the area, but based on his past experience, it had worked well in other downtowns.

Mrs. Press questioned whether commercial below with residences above would really work, stating that she had owned a storefront business with tenants above and she could not wait to get out of that business to move to a free-standing site. She said she did not know why anyone would want to live on Granada Boulevard above a store. Mr. Goss expressed some confusion, saying this was the vision adopted by the City Commission. Mrs. Press said this was not what she thought they were agreeing upon. Mr. Goss pointed out that the City had been employing conventional zoning for years without success. He questioned why the Board would think the next 10 years would be any different than the previous decades. Mr. Thomas concurred, stating that he had been in Ormond Beach for 35 years and had not seen much change from Granada to US 1 in that time. Mr. Goss said he thought the members needed to be bold and set a new course of action, providing some leadership for the business community. Assuming the vision was

correct, Mr. Goss said he thought form based codes were the best shot for bringing the desired changes to Ormond Beach.

Mrs. Press said she could see the desirability of having apartments that overlooked the river within walking distance to the beach, but said in many walkable cities there were jobs such as with hospitals, etc., downtown that people wanted to be able to walk to, but she did not see that in Ormond Beach. She pointed out that there was nothing like Microsoft or a similar industry to employ people downtown. Mr. Goss responded that laying out the framework for that type of downtown could enable it to occur. He pointed out that just with the few changes that had already been made, there were already more restaurants downtown, stating that it was tough to even get a seat at Caffeine's on Thursday and Friday nights. Mr. Thomas observed that there were parks, historical buildings, the river, and the ocean all within walking distance and said he thought it was time to start thinking outside the box. He felt that Ormond's downtown had been having an identity crisis. Related to a question from one of the board members, Mr. Goss added that there was plenty of parking for a walkable downtown and that zoning should not keep businesses from establishing downtown due to parking so long as they were within the pedestrian shed (acceptable walking distance).

Mr. Jorczak asked if Winter Park had adopted form based codes. Mr. Goss was not sure. He said most districts using form based codes had one elongated corridor with a block included to either side, perhaps New Britain and Tomoka, in this case. West of US 1 was primarily suburban. Staff was in the process of documenting every block of the redevelopment district to come up with a building form layout. Mr. Goss said they hoped to be done by the end of the month. Mr. Goss emphasized that now, while the economy was slow, was the time to undertake changing the codes to put in place something more in line with the City's vision.

In response to Mrs. Press, who was not sure that people would be willing to walk, and that the downtown could be transformed as Mr. Goss suggested, Mr. Goss offered St. Petersburg and Sarasota as examples of other places where people had said the same.

Mr. Thomas said he was glad to see the proposed changes as he found the idea that downtown could change exciting. Mr. Goss said he hoped to have something by Spring to take through Ormond MainStreet to develop a model. Mr. Jorczak was also very interested in the concepts discussed. In response to Mr. Jorczak, Mr. Goss said currently about 50 percent of the property from the river to US 1 was under-utilized or vacant. Mr. Thomas asked if Hull's Seafood had been part of TIF [Tax Increment Financing] funding. Mr. Goss replied that it had. Mr. Thomas said it looked very nice.

Mr. Bill Partington, 1284 Fernway Drive and a downtown property owner, said the City was very fortunate to have Mr. Goss's knowledge of, and expertise in, downtown redevelopment. He observed that though not much had changed in Ormond Beach over the last 35 years, he felt citizens were buying into the idea that there might be the potential to do something now. He felt that Mr. Goss was very capable of guiding the City through these changes. He noted that there were many successful examples of such redevelopment and said that although form based codes were considered new, there were places in Florida that had been redeveloped similarly to what was planned for Ormond Beach since the 1980s, thus there was plenty of data available. He said

he was convinced that form based codes were the right way to go, as Mr. Goss had recommended.

Mr. James Staros, 805 Candlewood Circle, stated that although he was a member of Ormond MainStreet, he was addressing the board just as a citizen. He felt that New Britain should be looked at as a pedestrian area as well, perhaps including walkways between New Britain and Granada. He envisioned a European feel with balconies along New Britain. He thought it was possible to create something unique that would draw people to Ormond Beach. He hoped to see some flexibility from the City for projects that might come up such as a mixed use hotel, perhaps, or some other mixed use project. Mr. Thomas thanked him for his input.

Ms. Maggie Sacks, 215 Ormwood Drive, director of Ormond MainStreet, said that since Mr. Goss had come on board he had done much to help MainStreet to bring about its vision for Downtown. She said MainStreet was really behind Mr. Goss's recommendations for form based codes. From a visioning standpoint, she suggested board members think of Winter Park and St. Augustine. Though, of course, Ormond's character was different, the City still had its own unique charm. Mr. Thomas asked about University Park in Orlando, west of I-4 off of Princeton, stating that it was charming and he had been quite surprised to find it so. He thought perhaps form based codes had been used there. Ms. Sacks recommended that board members visit College Park in Orlando as well.

IX. MEMBER COMMENTS

The members wished everyone happy holidays. Mr. Jorczak passed out an article on sprawl. Ms. Behnke asked whether hard copies would always be delivered and suggested printing double-sided to save paper. She said she did print her packets out as she had a hard time reading from the computer screen, but would not do so anymore if the department was sending out packets. Mr. Goss said the department would be sending out both hard copies and electronic, but that the documents could be printed on both sides as the department was trying to conserve as much as possible. Chair Thomas said he had enjoyed working with the board and staff over the last year and that he was looking forward to working with all of them again next year.

X. ADJOURNMENT

The meeting was adjourned at 9:14 p.m.

Respectfully submitted,

Ric Goss, AICP
Panning Director

1208/PB

She said that the draft language would be taken back to VCARD once the language had been revised.

Mr. Goss clarified for Mr. Thomas that the regulation was for new development of vacant lots in low-lying areas; new structures, even in replacement homes, would now have to do compensatory storage. He reiterated that having the requirement in place would result in recovering lost flood volume over the years.

C. Signage Land Development Code Amendments

Mr. Spraker said that staff reviewed the sign code and amended the language to address issues that had previously arisen. He informed the Board that staff had met with sign companies representatives, the Ormond Beach Chamber of Commerce personnel, VCARD representatives and property owners who had historically had complained or who had issues with their signage.

He summarized as the major issues:

- Formatting the sign section to condense all the requirements throughout the code into one location.
- Requiring architectural treatment of monument signage, as required within most of the planned developments.
- Allowing flexibility with the five-foot setback requirement for older developments; planning director would have some discretion based on site conditions.
- Allowing electronic changeable copy signs in the primarily commercial areas of SR A1A, Nova Road, US 1 and excluding them along Granada Blvd., Hand Avenue, in the B-1, B-9 and B-10 zoning districts and within the Downtown Redevelopment Area.

Electronic Changeable Copy Signs

In response to Chair Thomas, Mr. Spraker noted that the electronic changeable copy signs were currently allowed for The Trails and for governmental signage. He pointed out that the City Commission, through the Volusia County review process, had allowed one at the Harley Davidson dealership at Destination Daytona as part of their planned development. He also responded that no one with a business on Granada Boulevard had complained because such signs were allowed elsewhere in the city. He said that it was staff's opinion that it was not appropriate for the office and professional development along Granada Boulevard, but acknowledged that there were some commercial uses at the major intersections. He responded to Mr. Thomas that Lowe's or Wal-Mart would be denied such a sign under the proposed ordinance, but pointed out that they could try to negotiate it through a planned business development. He said that they would have to prove that it should be allowed, however, and it would then be at the discretion of the Planning Board and the City Commission.

Mrs. Press asked if the language would restrict the color changes and flashing lights and whether or not it would require a complementary architectural foundation.

Mr. Spraker explained that all monument signs have architectural requirements. He added that the display could not be more than 50% of the sign area (32 square feet of the 64 square-foot maximum signage allowance). He said that pole signs allowed for bigger signage, i.e., up to 125 square feet for sites 600' long, equating to a 62.5 square foot electronic changeable copy sign. He added that there were prohibitions against flashing or blinking, dimmers were required, and said that they could be used to advertise on-site tenants.

Mrs. Press recalled that The Trails could change only a certain number of times per day; Mr. Spraker explained that it was a specific condition of The Trails development order.

Chair Thomas stated that the city of Ormond Beach was going to place an electronic changeable copy sign on the Performing Art Center's US 1 frontage that would inform the public of any activity related to the city.

Mr. Spraker asked the Board to let him know if they needed additional time to consider the changes. He said he did not want to rush the members if they felt they needed additional time to consider the issue.

Chair Thomas said he could foresee the City's wanting to have flashing lights to simulate fireworks [to advertise the Fourth of July celebration] and cautioned the members look at the overall implications.

Mr. Spraker said that there was a difference between flashing lights (illegal) and animation (legal), which would be allowed under the Code.

Mrs. Press noted that animation would be, e.g., a moving caricature and something that she would oppose; Chair Thomas said he would not object to the animation.

Mr. Spraker pointed out that to be the reason the item had been brought forward for discussion.

Other Signage Issues

Mrs. Press asked if the city could require that signs be removed if a business vacated a particular location and if they required removal of nonconforming signs.

Mr. Spraker replied that if a business moves out, the city has the right to require them to cover the sign cabinet or install a blank face on the sign; it gives the Chief Building Official some flexibility in addressing that issue. He said that to his knowledge, however, the City had never forced removal of a nonconforming sign in that situation, because the sign could be re-utilized if another, similar use occupied the same location. He cited Moe's use of the former Long John Silver's sign as an example.

Mrs. Press said that she would prefer to see the nonconforming signs removed if a business was vacant for a period of time.

Mr. Spraker advised that as currently written, a sign must be removed if a use is abandoned or discontinued for a period of six months; it did not have to be removed if a new tenant took some additional time to establish their business of similar use.

Mrs. Press clarified that the idea was not to punish business endeavors, but rather to eliminate eyesores, such as the sign at the former gas station at the southwest corner of Granada Boulevard and Ridgewood Avenue, a property that had been vacant for years. She stated that she wanted the removal provision for nonconforming signs to be enforced.

Mr. Spraker explained that the city did not actively pursue the removal of nonconforming signs, but instead required them to be replaced at the time of site development. He said that there was no amortization and that nonconforming signs were allowed to be maintained or repaired as long as the use was not changed or the business did not close.

Mrs. Press expressed dismay at the proliferation of signage (balloons, flags, etc.) throughout the city since the easing of the sign restrictions (deemed necessary as a result of the current economic climate). She asked for assurance that the proposed language would not permit the continuation of the current regulations when the economy rebounded.

Mr. Spraker said that they were not allowed by the city ordinance that had changed the Code. He said that he thought the sunset provision was longer than six months.

Mrs. Press said that she had no problem with the A-frame signage, but felt that the signage she was referring to was like graffiti in that one mess generated another mess.

Mr. Goss said that the added provision in the Code was for **A-frame signage**, not for illegal human directionals or signs tied to trees, and that the provision did not create the sign mess to which she was referring. He reminded the Board that the City employed reactive enforcement, i.e., issues were only addressed when complaints were received.

Chair Thomas said that as a business person, he was somewhat conflicted about requiring the upgrading of nonconforming signs, because nonconforming houses were not required to be brought up to code when they changed hands.

In response to Mr. Wigley, Mr. Spraker said that it was not only that the **nonconforming signs** were too close to the property lines, but that pole signs were required to be replaced with monument signage in some areas of the city. He pointed out that many of the pole signs along Granada Boulevard in the Downtown were grandfathered and could remain forever or until the property became vacant for 6 months or underwent a change of use or the sign was destroyed. He also confirmed for Mr. Thomas that there was no such requirement for nonconforming homes.

Mr. Spraker said that the **wall sign height** requirement of 20' had been removed from the Code and that the proposed language would allow alternative locations, rather than only over the front entrance. He said, e.g., that wall signage would be allowed on the side, as long as it did not impact residential. He added that there was also a provision that would allow 50% of the site signage to be transferred to additional wall signage if a property owner did not or could not have site signage, such as in the Downtown or on SR A1A, where some of the properties do not have enough frontage for site signage.

Mr. Spraker also advised that language had been included to make the **calculation of square footage for identification signage** more equitable. He explained that currently, the bigger the unit frontage, the smaller the allowable signage as a percentage. A unit with smaller frontage would achieve more signage on a percentage basis than would a storefront of 100 linear feet (LF). He said that the solution proposed by staff would allow a 1:1 ratio up to 30 LF; any additional footage over 30 LF would be calculated at 1:0.5. Therefore, a 100 LF storefront would be calculated as 30 LF, plus ½ of the 70 remaining linear feet, or 35 LF, resulting in 65 SF, as compared to a maximum of 53 SF under the existing calculation. He pointed out that the change altered only the square foot copy area of the sign and did not increase the number of allowable signs; he said that a corner or double-frontage lot would be allowed more copy area to be allocated to the two permitted signs.

Mr. Spraker said that staff had addressed the issue of **wall vs. canopy signage**, raised at the public meeting, by including language to permit the allowable square footage of wall sign to be divided between wall signage and canopy signage. He said that the calculation for window signage had also been simplified to allow a 20% of the total window area for **window signage**, whereas at present, it was based upon a percentage of square footage of the wall signage. He explained that this was also a simpler way of calculating allowable signage and would allow more signage than before.

Mr. Spraker recalled that **sign variances** had been discussed at length at the public meeting, and said that the position of staff was that there should be no variances for nonconforming signs, since the purpose of nonconformity was to eliminate them. He said that the current code allowed sign variances for existing nonconforming signs destroyed by an act of God, thereby allowing the continuation of nonconforming signs. He pointed out that the code allowed for other mechanisms, such as the planned business development zoning district, during which signage could be negotiated and permitted through a public hearing process. He said that rather than going through a rezoning, a Special Exception could be utilized as an alternative for properties that did not need to rezone, but only wanted to **negotiate signage** based on some unique characteristic. He said that that change in the language might afford more people the opportunity to negotiate their signage.

In response to Mr. Thomas, Mr. Spraker felt the only risk would be that someone would want to utilize the Special Exception process for a second sign, which was not the intent of the change. He added that the time and effort involved for staff in the Special Exception process would be about the same, but could be less expensive for the applicant. He said the difference would be that the PBD was more of a negotiation tool, whereas the Special Exception would require that the application would have to meet certain criteria.

Mrs. Press and Mr. Opalewski thought the Special Exception route seemed preferable.

Mr. Jorczak asked if the owner of a nonconforming sign could utilize the one of those routes to extend it beyond the six-month requirement.

Mr. Spraker answered that the owner would have the right to apply, but questioned whether or not staff would recommend approval; he thought the applicant would have a heavier burden of

proof. He reiterated that the purpose of identifying nonconforming signs was to ensure that at some point they would be removed.

Mr. Goss reminded the board that the PBD had already been changed to include a list of criteria that could be gained by the City in exchange for allowing increased signage.

Mrs. Press commented that political signs should be limited to six weeks.

Mr. Spraker recalled that a previous attempt to change that requirement had been unsuccessful and the language continued to limit the time to the qualifying period.

City Attorney Hayes pointed out that there was a State statute addressing the issue, which made it difficult to regulate. In response to Mrs. Press, he said he was unsure if asked if a candidate could put out signs a year in advance, if he or she opened an account as a qualified candidate.

IX. MEMBER COMMENTS

Mr. Jorczak wished his fellow board members a safe and merry Christmas, as did Mr. Opalewski. He stated that he had enjoyed serving with his fellow board members.

Chair Thomas asked that staff provide an opinion from the Chief Building Official regarding standards, windloads and codes for different housing types so that the Board could differentiate between a 1950's concrete block house and a 21st century manufactured home. He did not believe that the standards were the same.

Chair Thomas said he also enjoyed serving this year and reminded the board that they had one more year as a Board in which to accomplish what they wanted [before the next election].

X. ADJOURNMENT

The meeting was adjourned 9:00 p.m.

Respectfully submitted,

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Ric Goss, AICP, Planning Director

ATTEST:

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Doug Thomas, Chair

Minutes transcribed by Betty Ruger

1209/PB

Exception process to negotiate their own architectural style. He said that the form based code would establish basic design guidelines that did not advocate a particular architectural style, but instead would require certain minimum standards. He confirmed for Mr. Wigley that the style for the project before the Board was Spanish, one of the four architectural styles.

Ms. Dorian Burt re-addressed the Board and said that those with an investment in the Downtown wanted unique styles, rather than a cookie-cutter suburban downtown. She said that they were embracing parts of the form based code that let the uniqueness of each building shine through.

Mr. Jorczak complimented the applicants on making the proposed project as attractive on the rear as on the front and agreed with his fellow board members that it would be helpful if the applicant and the city could facilitate the establishment of walkways for pedestrians to make it advantageous in the long term.

Mr. Wigley said he supported the project and thought it would be a welcome addition and huge improvement for the Downtown.

Chair Thomas agreed with Ms. Burt, saying he liked the diversity of styles in the Downtown. He also said that he thought the proposed project would be a great addition to the Downtown and that he wholeheartedly supported it. He asked only that the applicants and staff work together to try to address some of the issues raised during the meeting.

In response to City Attorney Hayes, Mr. Spraker explained that Special Exception would allow two years for the first phase (the building, stormwater and parking improvements) and four years from the date of City Commission approval for the second phase (additional kitchen and additional seating). He assured Mr. Wigley that any deviation from the approved Special Exception would require a return appearance before the Board; any future waivers would also require re-hearing.

Mr. Jorczak made a motion to recommend approval of SE-10-44, the Maria Bonita project. Mr. Wigley seconded the motion, which was approved by unanimous vote.

B. LDC 09-41: Land Development Code Amendment - Signage

Mr. Spraker stated the proposed amendment would affect three sections of the Land Development Code (LDC) and said that the language had not changed since the discussion with the Board the previous month regarding signage regulations. He referenced the staff report and said that the major change was the reformatting of the entirety of the regulations for monument or pole signs into one section of the Code. He said it also included the accompanying landscaping requirements, currently located in another section.

Mr. Spraker said another change was the allowance for electronic changeable copy signs in commercial areas of the city, such as along SR A1A, Nova Road, and Williamson Boulevard, whilte not allowed in traditional office areas, such as along Granada Boulevard and the the B-1, B-9, B-10 office zoning districts. Those signs would not be allowed in the Downtown.

Other changes, said Mr. Spraker, would give the Planning Director or the Site Plan Review Committee (SPRC) a little more flexibility, e.g., wall signage (now allowed only on the entrance side of the building) could be located on another side of a building with better exposure as long as it did not impact a residential area. He recalled that Ace Plaza had to go through the public hearing process several years ago, since there was no administrative ability at that time to allow that variation in wall signage. He said also that the changes would allow up to one-half of the square footage of the site signage to be utilized in a wall sign. Signage would be allowed on both a canopy and wall sign, as long as the signage was within the allowable square foot of the wall signage.

Ms. Behnke asked if the changeable electronic signage text could flash or roll over every few seconds.

Mr. Spraker explained that if a business was allowed a 64 square foot sign, ½ of that square footage could be in electronic changeable copy. He said that flashing was prohibited, but some animation was allowed, as was a change in text. He recalled that The Trails Shopping Center sign had been approved on the condition that the text could change only twice a day, which allowed individual tenants an opportunity to advertise on that sign. He said an additional requirement would be for self dimming signage, which he thought was now fairly standard, so that the sign would not be as bright at night. He confirmed for Mrs. Behnke that people standing on the sidewalks with signs were not permitted.

Mr. Jorczak questioned why someone would have to obtain a building permit from the city in order to erect a flagpole in their front yard (Page 2, Section 3-40).

Mr. Spraker explained that the flagpole was considered a structure, based on the pole height. He said that the inspectors need to know that it would be properly installed in the ground because of the potential for it falling. He clarified that the pole height was not limited by the regulation, only that a permit would be required if the flag exceeded 40 feet.

Mr. Jorczak thought that while the city might want to regulate flag poles in relation to their proximity to a right-of-way or their vertical height in a residential area, he thought that any fee should be nominal. Otherwise, he said, the proposal was acceptable as previously discussed.

Ms. Behnke referenced Section 3-43, C, 2, which stated that the Chief Building Offical was authorized to cause the removal of a sign and that any cost "shall be paid by the person owning and occupying the building". She suggested that it read "owning and/or occupying the building", since owners do not always occupy their buildings. When Mr. Spraker pointed out that the property owner would be the one cited, she suggested that the language simply read "property owner".

Mr. Spraker agreed to correct that verbiage.

Ms. Behnke questioned why in Section 3-45, A (Substitution of Noncommercial Speech for Commercial Speeach) that the content of a message could be at the option of the owner, while Section 3-44 stated that no sign shall be erected that displays any statement, work, character or

illustration of an obscene nature. She said that the language "shall not be any limitation based upon the content"should be clarified, since it seemed contradictory.

Mr. Spraker explained that Florida Statutes defines certain things as obscene and that if used, the city's code enforcement can issue citations. He said that other than obscenity, the city would not regulate non-commerical speech and that nothwithstanding anything in the code to the contrary, an obscene message could not be utilized. He agreed to take another look at the content language.

Mr. Sam Jaffe, 29 Twin River Drive, identified himself as the person who suggested including language to allowing vinyl lettering on canopies or awnings. He asked if language had been included to that effect.

Mr. Spraker confirmed that it was and explained that a unit allowed 64 square feet of signage, could divided the signage, e.g., into 10 square feet on the canopy and 50 square feet on the wall.

Mr. Jaffe questioned if the language prohibited the canopy signage from being the same as the wall signage, as discussed.

Mr. Spraker said that staff had concerns with totally exempting it out. He said staff was most comfortable with 1) increasing the allowable wall signage, and 2) including it as part of the overall square footage. He said that it would be up to the Board if they wanted to include a size minimum that exempted canopies of say, less than eight square feet.

Mr. Wigley felt that it was fine to increase the amount of space dedicated to the canopy, but said that it would need to be deducted from the allowable wall signage square footage. In response to Mr. Jaffe's proposal that one should have nothing to do with the other, he responded that it would result in an unlimited amount of canopy signage that would not affect the wall sign size or overall signage.

Mr. Jaffe remarked that although he thought it was a step in the right direction, he would be curious to see how it was written in other communties. He said that he wanted to go on record that the changes were very much appreciated.

Mr. Spraker reiterated that the alternative would be an exemption for canopy size under a certain square footage that would not count as part of the overall wall signage.

Mr. Wigley pointed out that there was no uniform size for canopies and agreed with Mr. Jaffe that it had the potential to create aesthetically disappointing signage.

Mr. Goss suggested that the item proceed as written, since they had the option of revisiting the issue. He pointed out that staff was trying to be conservative, while at the same time trying to accommodate the needs of the business community.

Chair Thomas commented that everyone understood that staff had been very reasonable and just wanted to be sure that the issue could be re-evaluated at some future time.

Mr. James Stowers, 805 Candlewood Circle, co-chair of the Design Committee for Ormond MainStreet, apologized to staff for addressing his comments in a public forum, but reported that

on Monday night they had held a meeting at which they suggested that Section 3-49 include language to allow larger properties opportunities for more dynamic signage that would be appropriate and consistent with the comp plan and the LDC. He said that some flexibility could potentially be achieved through a master sign plan, as used in other municipalities such as Daytona Beach. He said that their master sign plan allowed very large projects such as the Speedway or Halifax Hospital such flexibility through a public process. He expressed concern that his suggestion to include factors for evaluation of a large property might be impeded by the provision of being adjacent to "abutting residential properties"; he felt it might be misconstrued to mean a property was ineligible simply because it was adjacent to resisdential.

Mr. Spraker said that the way the Section was currently written was that an application would have to meet every criterion, rather than to have to meet some of the criteria and then be evaluated in order to make a decision.

Mr. Wigley pointed out that the prosposed language referenced "impacts" to abutting residential, not simply "abutting residential uses", which he assumed meant a negative impact.

Mr. Spraker agreed and stated that in a situation where everyone agreed that a pole sign would be appropriate instead of a monument sign, an applicant would have to meet Criterion #2, which mandated only monument signs. He said that although the city generally requires monument signs, pole signs were still allowed in certain areas; he said that city staff recognized that pole signs might be advantageous for certain uses. He responded to Chair Thomas that their options were to leave the language unchanged (having to meet every criterion), evaluate listed criteria within the review, or modify the criteria. He also responded to Mr. Wigley that an applicant would still have the opportunity to waive one of the criteria through the PBD (Planned Business Development) process.

Ms. Behnke agreed there should be no problem with the signage if a huge tract of land did not impact a neighborhing residential area, but should not be permitted it it did.

Chair Thomas questioned the definition of impact, to which Mr. Spraker responded that a 100 square foot sign immediately next to a single-family house could be expected to have an impact, as the glare from the sign would affect the house.

Ms. Behnke suggested that an impact was something that resulted in the lowering of property value. In response to Mr. Jorczak's suggestion of color impact, Mr. Thomas thought that might be too subjective and suggested that a definition of "impact" might be needed.

Mr. Wigley pointed out that an impact would be complaint driven, i.e., based on someone's objection to it.

Mr. Spraker reminded the members that anything going before the Planning Board would include a review of the criteria and a staff recommendation as a professional opinion. He stated that the Planning Board and City Commission would make the final determination.

Mr. Wigley made a motion to recommend approval of LDC 09-41. Mr. Opalewski seconded the motion, which passed by unanimous vote of the Board.

Item #8B – LDC Amendments: Chapter 3, Article II, Section 3-21 Wetland Protection

ORDINANCE NO. 2010-20

AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE II, ENVIRONMENTAL PROTECTION STANDARDS, SECTION 3-21, WETLAND PROTECTION OF THE *LAND DEVELOPMENT CODE* TO DELETE THE CURRENT WETLAND CLASSIFICATION SYSTEM TO ALIGN WITH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND VOLUSIA COUNTY WETLAND STANDARDS FOR WETLAND IMPACTS, REQUIRED BUFFERS, AND MITIGATION; REPEALING ALL INCONSISTENT ORDINANCES, OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Costello stated this was a public hearing regarding the wetland protection standards, and there were no requests to speak. He reported the Environmental Advisory Board and the Planning Board approved a recommendation of approval of the ordinance.

Commissioner Kelley moved, seconded by Commissioner Kent, for approval of Ordinance No. 2010-20, on second reading, as read by title only.

Mayor Costello stated this would protect more functioning wetlands and protect wetlands by mitigating where it mattered, rather than isolated wetlands.

Call Vote:	Commissioner Partington	Yes
	Commissioner Gillooly	Yes
	Commissioner Kent	Yes
	Commissioner Kelley	Yes
Carried.	Mayor Costello	Yes

Mayor Costello stated without objection the public hearing was closed.

Item #8C – LDC Amendments: Signage

ORDINANCE NO. 2010-21

AN ORDINANCE UPDATING THE SIGN REGULATIONS OF THE CITY OF ORMOND BEACH BY AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS, DELETING CHAPTER 2, GENERAL AND DISTRICT REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-70, DOWNTOWN OVERLAY DISTRICT, SUB-SECTION K, SIGNS, AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-38, PURPOSE, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-39, SIGN PERMIT REQUIRED, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-40, SIGNS EXEMPT FROM THE PERMITTING STANDARDS OF THIS ARTICLE, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-41, SIGN MAINTENANCE, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-42, PROHIBITED SIGNS, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-43, NON-CONFORMING SIGNS, CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-44, GENERAL SIGN REGULATIONS, DELETING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS SECTION 3-45 TEMPORARY SIGNS AND CREATING A SECTION TITLED COMMERCIAL VS. NONCOMMERCIAL SPEECH AND CONTENT, DELETING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-46, NON-RESIDENTIAL SITE IDENTIFICATION SIGNS AND CREATING A SECTION TITLED TEMPORARY SIGNS, DELETING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, BUSINESS PREMISE IDENTIFICATION SIGNS AND CREATING A SECTION TITLED SITE IDENTIFICATION SIGNS, DELETING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-48, SPECIALIZED SIGNAGE STANDARD AND CREATING A SECTION TITLED BUSINESS PREMISE IDENTIFICATION SIGNS, DELETING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS,

SECTION 3-49, RESIDENTIAL DEVELOPMENT IDENTIFICATION SIGNS, AND CREATING A SECTION TITLED MASTER SIGN PLAN, DELETING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-50, HISTORIC DISTRICT/BED AND BREAKFAST INN SIGNS, DELETING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-51, SIGN VARIANCES OF THE LAND DEVELOPMENT CODE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THERE; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Costello stated this was a public hearing, and there were no requests to speak.

Planning Director Ric Goss requested clarification regarding whether the electronic, changeable signs would be allowed on just Granada Boulevard or city-wide. Mr. Goss stated the problem with city-wide was that it applied to any churches in residential areas, but language could be added to clarify the need to be at least 200 feet from residential use and nothing in the downtown district. Mr. Goss stated the signs were stated as "business premise identification signs," but he wanted to point out that was for all signs.

Commissioner Kelley stated his motion was intended to allow all the churches on Granada Boulevard to have the electronic signs the same as on Nova Road, excluding churches within 200 feet of residential homes, or in the Downtown Development District.

Mayor Costello requested a motion to clarify the matter.

Commissioner Kelley stated his motion would be to allow houses of worship on Granada Boulevard, not within 200 feet of a residential home and not in the Downtown Development District.

Mayor Costello suggested including all churches not within 200 feet of a residential home and not in the downtown district.

Commissioner Kelley moved, seconded by Commissioner Partington, to amend Ordinance 2010-21 to allow electronic, changeable signs for all houses of worship, not within 200 feet of a residential home or in the Downtown Development District.

Commissioner Kent inquired why the downtown district was excluded.

Planning Director Goss stated the downtown district was being developed as a downtown area, different from other areas, without electronic monument signs.

Commissioner Kent stated he did not support the ordinance because he did not believe electronic, changeable signs should be allowed for churches or any others.

Commissioner Gillooly stated initially the discussion was whether to allow churches over 20 acres to have electronic, changeable signs. She stated after the first reading, she was amenable to allowing all churches on Granada Boulevard to have electronic, changeable signs. Commissioner Gillooly stated there was a concern about flashing signs, which would not be compatible with the image of the City. She stated she would support permitting only the churches on Granada Boulevard to have the electronic, changeable signs as a pilot program to determine if they were compatible with the City's image.

Planning Director Goss stated, initially, the staff recommendation was for the three larger churches on Granada Boulevard that exceeded 20 acres as an experiment, but he reminded the Commission that if they approved them for Granada Boulevard, the signs would be there forever; there was no such thing as a pilot program.

Mayor Costello clarified the points to be determined were should the electronic, changeable signs be permitting within 200 feet of single family home, and should the electronic, changeable signs be permitted within the Downtown Development District. He stated support for non-flashing electronic, changeable signs that would not change more often than once an hour; and he supported requesting those with these signs to post community events, such as the Birthplace of Speed event.

Planning Director Goss stated the criteria allowed for high resolution, 16 mm pixel spacing or less, no flashing or blinking, and the brightness as 2,500 NTS; all of which was based on demonstrations presented to the Planning Board. He suggested the Commission proceed with the ordinance and come back with any adjustments that were needed.

Commissioner Partington suggested the issue be continued until a public workshop could be held with a demonstration of an electronic, changeable sign during the daylight hours and nighttime hours.

Planning Director Goss suggested the Commission move forward with the ordinance minus the electronic, changeable sign issue.

Mayor Costello called for the vote on the amendment to allow electronic, changeable signs for all houses of worship, not within 200 feet of a residential home or in the Downtown Development District.

Call Vote:	Commissioner Gillooly	No
	Commissioner Kent	No
	Commissioner Kelley	No
	Commissioner Partington	No
Carried.	Mayor Costello	No

Commissioner Gillooly moved, Commissioner Partington seconded, to amend Ordinance No. 2010-21 by deleting Section 3-47.F regarding electronic, changeable signs, on second reading as amended.

Call Vote:	Commissioner Kelley	Yes
	Commissioner Partington	Yes
	Commissioner Gillooly	Yes
	Commissioner Kent	Yes
Carried.	Mayor Costello	Yes

Mayor Costello called the vote for the main motion minus Section 3-47.F.

Call Vote:	Commissioner Kelley	yes
	Commissioner Partington	yes
	Commissioner Gillooly	yes
	Commissioner Kent	yes
Carried.	Mayor Costello	yes

City Attorney Hayes stated that any motion to come back before the Commission would be treated as a new ordinance with two readings.

Mayor Costello stated the public hearing was closed.

Item #9 – LDC Amendments: T-1 Zoning District

ORDINANCE NO. 2010-22

AN ORDINANCE ESTABLISHING USES AND DIMENSIONAL STANDARDS FOR MANUFACTURED AND MOBILE HOME COMMUNITIES CURRENTLY ZONED AS T-1 AND DELETING THE REQUIREMENT FOR A REZONING TO PLANNED MANUFACTURED HOME COMMUNITY (PHMC) BY AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF ZONING DISTRICT AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS, TABLE 202, FUTURE LAND USE MAP DESIGNATIONS AND COMPATIBLE ZONING DISTRICTS, AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-20, RESERVED (T-1) BY RE-ESTABLISHING THE T-1 ZONING DISTRICT, DELETING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2039, PLANNED MANUFACTURED HOME COMMUNITY (PHMC) IN ITS ENTIRETY AND RESERVING THE SECTION, AND AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57(M), CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION TO ESTABLISH CONDITIONS FOR MANUFACTURED HOME COMMUNITY (MAHC) AND MOBILE HOME COMMUNITY (MOHC); REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Costello stated this was public hearing relative to manufactured home and mobile home standards. The Mayor reported the Planning Board recommended approval of the ordinance. He stated there were no requests from the audience to speak.

Commissioner Kelley moved, seconded by Commissioner Partington, for approval of Ordinance No. 2010-22, on first reading, as read by title only.

Call Vote:	Commissioner Partington	Yes
	Commissioner Gillooly	Yes
	Commissioner Kent	Yes
	Commissioner Kelley	Yes
Carried.	Mayor Costello	Yes

Mayor Costello closed the public hearing without objection.

Item #8E – LDC Amendments: Airport Overlay District Map

ORDINANCE NO. 2010-23

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS SECTION 2-72, AIRPORT OVERLAY DISTRICT, OF THE *LAND DEVELOPMENT CODE* BY ADDING THE AIRPORT OVERLAY DISTRICT MAP 10-2; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Kent moved, seconded by Commissioner Kelley, for approval of Ordinance No. 2010-23, on first reading, as read by title only.

Call Vote:	Commissioner Gillooly	Yes
	Commissioner Kent	Yes
	Commissioner Kelley	Yes
	Commissioner Partington	Yes
Carried.	Mayor Costello	Yes

Mayor Costello stated with no objection the public hearing was closed.

Item #9 – Front Yard Parking Residential Properties

ORDINANCE NO. 2010-24

AN ORDINANCE AMENDING CHAPTER 14, OFFENSES-MISCELLANEOUS, OF THE CODE OF ORDINANCES, BY ADDING ARTICLE X, VEHICLE PARKING/NUISANCE, AND SECTIONS 14-103, FRONT YARD AND STREET-SIDE YARD PARKING, THEREUNDER; BY ESTABLISHING TERMS AND CONDITIONS RELATIVE THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Kelley moved, seconded by Commissioner Partington, for approval of Ordinance No. 2010-24, on first reading, as read by title only.

Mayor Costello stated this ordinance was for no front, unimproved parking extensions, but allowed side driveway extensions that were unimproved.

Rick D'Louhy, 108 Rio Pinar, complimented staff for their interpretation of the discussion last December. He stated the City Manager's memorandum stated, "gravel, mulch or stone" but the ordinance omitted the word, "stone."

Commissioner Kelley explained that in the ordinance stone was covered in Sec. 14-103(b) and gravel and mulch were covered in Sec. 14-103(e).

Call Vote:	Commissioner Kent	yes
	Commissioner Kelley	yes
	Commissioner Partington	yes
	Commissioner Gillooly	yes
Carried.	Mayor Costello	yes

Mayor Costello stated the key was that this was discussed three years ago and was still recommended.

Commissioner Gillooly stated, from a customers point of view. it would be a smooth process, and it would be a value to staff by being more efficient. She expressed her support.

Commissioner Partington moved; seconded by Commissioner Gillooly, to support a Joint Permit Counter at a cost of $121,125.00.

Call Vote:	Commissioner Kent	yes
	Commissioner Kelley	yes
	Commissioner Partington	yes
	Commissioner Gillooly	yes
Carried.	Mayor Costello	yes

Item #11B – Electronic Sign Display

Greg Breyfogle, Daktonics, explained a PowerPoint presentation. He explained an Electronic Message Center (ECC) was an LED display and showed examples of signs. He recommended not allowing flashing display in the code, which was not effective anyway. He stated almost all ECCs had an automatic dimmer to avoid too bright displays at night. He stated animation was appropriate in some situations, but the Commission could restrict it to specific areas. He suggested that ECC not be permitted in residential areas, but in heavy commercial corridors, fewer restrictions might be appropriate, such as light animation or slightly brighter lights.

Mayor Costello recessed the City Commission meeting at 8:31 p.m. for an outside demonstration of an electronic sign.

Mayor Costello reconvened the City Commission meeting at 8:46 p.m.

Commissioner Gillooly requested a copy of the PowerPoint presentation. She stated there had been some interest from churches on Granada. She stated she had envisioned a permanent sign with changeable display area.

Robert Skelton, Fantastic Design Group, stated often an encapsulated message center was used within a cabinet, such as a monument sign.

City Manager Shanahan asked Mr. Skelton to display the slide with the before and after photo of a church sign as an example.

Pat Behnke, 15 Malayan Sun Bear Path, expressed concern that the reason for discussion of this issue was a request to approve these signs for houses of worship and now it was being discussed to open it to everyone citywide.

Mayor Costello stated churches on Granada were being considered and businesses in the commercial corridor; not in the Downtown and only churches on Granada Boulevard.

Ms. Behnke stated the ordinance before the Commission was specifically for houses of worship, which was on hold until the demonstration. She stated she understood advertising was important, but Ormond Beach was an elegant, genteel city, not "flash and trash." She pointed out that the Performing Arts Center sign was ineffective, because you did not get all the information; and drivers should not be looking away from driving. She stated Orlando allowed changeable signs, but four billboard signs had to be eliminated for each ECC. She stated these signs were not appropriate at the City's gateway. She stated they were not appropriate when presented to the Planning Board, and not appropriate now.

Todd Duplantis, RaceTrac, expressed excitement about being part of Ormond Beach, and as a business owner, he felt the LED sign was the future. He stated a couple of the advantages were less maintenance was required, and the ECCs were more durable. He expressed support for the fixed text, not blinking or flashing; and location of the signs was very important and should be determined by the landscaping and surrounding businesses. He stated the size of the RaceTrac sign in Ormond Beach was conforming at 64 square feet, but he showed a typical RaceTrac LED sign, which was 100 square feet with the LED display at 40% of the sign area. He stated the proposal was to allow 100% LED display for government signs, while allowing businesses 40% of display area for LED display, when businesses stimulated the economy. He suggested the allowance should be equal for all ECC. He stated the maximum number of signs per location should be determined on a case-by-case basis, dependent upon the landscaping

and surrounding businesses. He challenged the Commission on the proposed limit of the distance between signs, and the designated "first come, first serve" gave an advantage to the first business owner while penalizing any businesses opening later within 700 feet of the business with an ECC.

Mayor Costello stated the proposed LED display area of 50% per business and 100% for government was due to the government sign advertising community events to inform residents of activities, rather than for commercial purposes.

Matt Reardon, 1687 West Granada Boulevard, Calvary Christian Center, stated they had an old, grandfathered sign, but wanted to put in a board that was modern, clean, and did not break down frequently. He stated Calvary Christian Center made several suggestions to the Planning staff on how to include them in the sign ordinance, such as on Granada Boulevard west of I95. He stated they had a beautiful new facility with an ugly sign, and would like to make the front of the property look as good as the rest with an ECC that was environmentally friendly. He urged support of ECCs for churches.

Commissioner Kent agreed that an ECC helped get the message across, particularly for businesses, but he personally loathed ECCs and regretted voting for the Performing Arts Center sign. He stated he had not heard any support from residents for ECCs but had heard objections. He stated Ormond Beach had a classy, elegant feel, and ECCs would diminish that. He stated it was not a new idea, but the City had not had any because the ECC did not fit the look and feel of the City. He stated the proposal started with a few churches, and now included businesses throughout the City.

Commissioner Kelley stated he voted against the sign at the Performing Arts Center because it was too small and could not be read. He stated he had yet to get the entire message driving by the sign; and therefore, if ECCs were approved, 100% of the sign should be allowable for the LED display. He stated the original concept was to allow three houses of worship to replace their signs, but it had mushroomed from there. He stated the LED signs were not the future but the present. He stated it was a matter of how much the City wanted to be involved. He stated he was not in favor of a seven second change because that was too quick, but he liked Holly Hill's sign because it's was large enough to get the message across.

City Manager Shanahan stated staff had not been trained on the Performing Arts Center sign, but training was in the works; and she reassured the Commission the situation would be resolved.

Commissioner Partington suggested a fixed text only sign with no flashing, no blinking and two text changes a day.

Mr. Goss requested the Commission go through each portion of the memo to determine what the Commission would allow, such as locations and characteristics. He commented that allowing 18mm characters, but not allowing animation, would be a waste of money for the sign owner, suggesting 20mm instead. He stated it would be important to know hold time between messages; and if there should be an option to reward good behavior, he suggested it would be to increase what would be allowed. He stated staff needed direction on all aspects of ECCs before an ordinance could be crafted. He suggested a conservative approach, which would allow for broadening later.

Commissioner Kelley suggested static messages would not require a 700 foot distance between signs.

Mayor Costello summarized that Commissioner Kelley and Commissioner Partington seemed to favor text only; Commissioner Kent was not in favor of ECC signs; and he suggested hearing from Commissioner Gillooly.

Commissioner Gillooly stated that although the Performing Arts Center sign caused her blood pressure to spike, she reminded all that the sign was still being tested. She stated she had envisioned static text that was changed twice a day. She was concerned that allowing animation would be disastrous. She stated the proposal started with three churches with large land size, progressed to other churches, and then, allowing businesses, which was the start of a problem. She pointed out the Trails Shopping Center sign was tasteful.

Mr. Goss stated the Commission could take a conservative approach with only static text messages for a long time, which could be opened up later. He pointed out that all the capabilities were part of the ECC.

Commissioner Gillooly referenced the sentence in the memo, "any ordinance that allows ECC signs will place additional burdens on the City's code enforcement officers to investigate, document, and justify if a violation did or did not occur," which would require a lot of staff time to monitor. She inquired if businesses were requesting ECCs before choosing the City to locate their business.

Mr. Goss stated he believed it was not a deciding factor for businesses in their decision to locate in the City.

Mayor Costello summarized three members had already supported static text only, with a change every 12 hours, with no limit as to the distance between signs.

Commissioner Gillooly stated she favored static text; but she was concerned that should someone purchase an ECC at three times the cost of a stationary sign and had all the other capabilities, they would later request to fully utilize all those capabilities.

Mayor Costello stated Mr. Goss pointed out that an ECC that displayed animation would require 16mm, instead of 20mm, which would be more costly.

Commissioner Kent stated he understood what Commissioner Gillooly was saying, and this was a big change for the City that could lead to other things. He stated one of the best signs in the City was at the Casements, a static sign costing approximately $2,000.

Mayor Costello confirmed the signs would not be in the Downtown area or residential areas. The Mayor asked if anyone had an issue with the spacing of signs.

Commissioner Kelley stated if someone currently had a sign, it should make no difference that they change to a readable electronic sign.

Mr. Goss inquired as to the percentage of a sign that would be allowable for LED display.

Mayor Costello stated he was comfortable with allowing 50% of the sign to be LED display.

Mr. Breyfoyle stated a lot of cities were allowing ECC, but were not overrun with ECCs because they were cost prohibitive. He stated cost was the main issue in determining how many requests the City would have.

Mayor Costello stated the consensus was for text only, with a minimum screen resolution of 20; no quiet time; changeable every 12 hours; not in Downtown; not in residential areas; not in B1, B9 or B10, except for churches; only in the commercial corridors and for churches; 50% of allowable square footage of signage for LED display; requiring automatic dimmers; no maximum per parcel; no spacing requirement between signs; and a specific light source required.

Mr. Skelton suggested an inexpensive light gun for use by code enforcement; consideration of a five minute change time for message changes; and he offered his company's services at no charge to assist with the Performing Arts Sign.

City Manager Shanahan stated the assistance would be welcomed.

Commissioner Kelley stated he understood Mr. Skelton's suggestion regarding the five minute change time, but objected to the possibility that motorists driving long a street would see a continuing change in signs as they drove.

Mr. Goss stated staff had sufficient direction to craft the ordinance.

Matt Reardon suggested churches be allowed changes more than twice a day to be able to promote all the services offered to the community.

Commissioner Kelley stated he would be amenable to allowing churches to change every hour or every two hours.

Mayor Costello confirmed that churches could change the message every hour, and businesses could change their messages every 12 hours. He stated he liked the signs in Port Orange and Holly Hill. He stated if someone was willing to purchase the Performing Arts Center sign, he would be willing to purchase a bigger sign.

Commissioner Kelley suggested letting it be known the Performing Arts Center sign could be purchased at a discount and purchase one that worked.

Mayor Costello stated that could be determined once staff received training on the use of the sign.

Item #11C – City Manager Evaluation

City Manager Shanahan thanked the Commission for the thorough and comprehensive evaluation, and she stated she had clear direction from the Commission.

Mayor Costello explained that Page 4 was missing an answer, which was a "4."

Commissioner Kelley commented on Commissioner Partington's suggestion that the City Manager take time off; and he thought it was a great suggestion, because it was important for the City Manager's health. He agreed with Commissioner Partington's suggestion for webcasting.

City Manager Shanahan stated a proposal was coming to the Commission regarding webcasting and streaming audio.

Commissioner Kelley requested a discussion on this issue before it was finalized.

Commissioner Partington stated that after seeing the other member's comments, the City Manager must feel great. He stated she really had done a great job.

Commissioner Kelley expressed appreciation for the Mayor's suggestion that the weekly activity report be more concise; they know staff was working hard, and unless the City Manager did it for her benefit, it was not necessary for the Commission.

City Manager Shanahan stated the report was done for her benefit and she passed it along to them.

Mayor Costello stated he did not want to feel the need to read 20 pages unless she pointed out something as important.

Commissioner Kent stated he was a tough grader, but the City Manager was outstanding in all areas. He stated she dealt with the constituents in an expeditious and efficient manner.

Commissioner Gillooly agreed with everyone, that in a short time, the City Manager had established herself; as City Manager she had found ways to get out into the community. Commissioner Gillooly appreciated that the City Manager had become part of the community, and for her professionalism.

Mayor Costello stated the best way for him to sum up was that the survey regarding a beachfront park determined that 73% of the residents thought the City was going in the right direction, which reflected on the City Manager and showed she was doing a good job.

City Manager Shanahan stated it was a team effort with the Commission giving her direction.

Item # 12 - Reports, Suggestions, Requests

Proclamation Honoring Blaine O'Neal
Commissioner Gillooly thanked Mayor Costello for taking the leadership role relative to the proclamation for Blaine O'Neal and for capturing Blaine O'Neal's spirit in the proclamation.

Commissioner Partington stated one could not say enough good things about Blaine O'Neal, who always had a kind word for everyone and was dedicated to professionalism and learning what you needed to know before you did something. Commissioner Partington stated the League of Cities was working to find a way to honor him.

Parks Clean-Up
Commissioner Gillooly stated she had the privilege to work with the volunteers on the Bailey Riverbridge Park clean up, which was a success. She stated Robert Carolin was out with his staff working and made it a nice experience.

Nova Community Park
Commissioner Kelley expressed appreciation for Commissioner Partington's efforts on Nova Community Park. He stated he had first attended a meeting in 1993, when Diane Ledforth led the meeting to improve the park in 1995.

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 10:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 10:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

V. APPROVAL OF THE MINUTES

The minutes of the May 13, 2010 Planning Board meeting were unanimously approved, as presented.

VI. PLANNING DIRECTOR'S REPORT

Mr. Spraker informed the Board of a community meeting to be held at 7:30 p.m. on June 24th at the Nova Community Center regarding an application from T-Mobile, who is proposing a 140-foot telecommunications antenna at the rear of the Club Boom property, 1 South Old Kings Road. He said that the applicants had just sent out notices to property owners within a 600-foot radius and had advertised in the newspaper that they are applying for a camoflauged telecommunication antenna, a conditional use (staff approval) within that zoning district. He explained that the community meeting was required because the property abutted residential uses and that based on the community input there would be a determination of whether it would be a staff approval or would require a Special Exception (public hearing). He invited the Board members to attend and to participate.

Mr. Spraker responded to an inquiry by Mrs. Press that the tower would look like a flagpole. He also responded to Mr. Jorczak that it would be a new tower, not a co-locate, and advised that staff had asked for an analysis of 1) why it was needed at that location, and 2) why they needed a 140-foot tower. He added that based upon his review, such towers appeared to average between 140 feet and 150 feet in height. He noted that the applicants had to first go through site plan for initial staff comments, have a community meeting and then go back through site plan review to resolve any outstanding comments.

Replying to questions regarding the tower structure, Mr. Spraker confirmed that the tower would indeed fly a large, American flag and that the pole would be illuminated at night. He assured the Board that the light would not be intrusive to area residents or to aviation.

VII. PUBLIC HEARINGS

A. LDC 10-114: LDC Amendment – Electronic Changeable Copy (ECC) Signage, Sec. 3-47

Mr. Spraker said that the item was a request to amend the Land Development Code (LDC) to allow electronic changeable copy signs. He said that staff first became aware of the desire for electronic changeable copy (EEC) signage when sign companies, as well as business and property owners, expressed interest in utilizing a new technology. He recalled that The Trails [Shopping Center] had installed such signs about 4-5 years earlier and that there was now some interest in allowing those signs elsewhere in the city.

Mr. Spraker said that in December, 2008, Kenco Sign Company provided a demonstration to the Planning Board. He said that subsequent to soliciting input from the Planning Board, staff had advised the sign company personnel that the recommendations would be incorporated as part of the LDC revisions to the sign article. He said that the changes were then presented to the Planning Board for discussion in December, 2009, with the amendments presented for consideration and recommendation in January, 2010. He recalled that when the amendments were heard by the City Commission, they pulled the electronic changeable copy signage section for discussion and that the item currently before the Board was drafted based on the direction provided by the City Commission at their May 18th meeting.

Prior to the latest amendment, Mr. Spraker explained, electronic changeable copy signs had been allowed 1) for shopping centers over 120,000 square feet, and 2) for governmental agencies (hence, allowing the signage at The Trails and the Performing Arts Center [PAC]). He pointed out that the latest draft would allow the signs along commercial corridors (zoning districts B-4, B-5, B-6, B-7, B-8 and the PBD with a commercial land use) and for houses of worship, and would continue to allow them for governmental agencies as long as they met the proximity requirement for single-family residential areas.

Mr. Spraker referenced the accompanying map and pointed out the areas in which such signs would be allowed: Granada Boulevard, Nova Road, US 1 and along SR A1A. He also pointed out that the amendment would preclude use of electronic changeable copy signage within 200 feet of a residential lot line; he noted that it would disallow signs along sections of Atlantic Avenue within 200 feet of the oceanfront homes and along sections of US 1, primarily in the city's core area.

Mr. Spraker informed the Board that the City Commission specifically desired to allow houses of worship to have electronic changeable copy signs, most being located along West Granada Boulevard; e.g., Tomoka Christian Church and Tomoka United Methodist Church. Also eligible would be commercial areas not only along SR 40, but also in B-7 zoning areas along corridors such as Interchange and Williamson Boulevards. He said that, for example, the Ormond Town Square could have an ECC sign on the Williamson side of the property, but not along SR 40. He further reported that there had been no discussion regarding whether or not to allow electronic changeable copy signs along I-95, but added that they would not be allowed along Granada Boulevard (except for houses of worship), within the redevelopment area or within 200 feet of Granada Boulevard.

Mr. Spraker said that a concern had been expressed that the city would eventually look like Las Vegas, and stated that it would not, because 1) the ordinance allowed only text, with no blinking, flashing, pulsing, video images or animation, and 2) the electronic copy area could be no larger than 50% of the already restrictive square footage allowed for both monument and pole signs. He pointed out that sign changes and animation as allowed for electronic signage in Volusia County's jurisdiction (e.g., at Destination Daytona) would not be allowed under Ormond's regulations. He also noted that those signs were larger than what would be allowed in Ormond Beach and reminded the board that the changeable copy area could only be 50% of the sign area. In addition, Mr. Spraker said that the required pixel spacing was regulated at 20mm, a sharp viewing image, and that automatic dimmers would be required at night. He said there was no sign limitation per parcel, as discussed by the city commission, and said that the existing sign

ordinance allowed multiple signs for corner lots, for a Granada or Interchange frontage, as well as multiple signs for multiple principal buildings; he advised that a 120-square foot sign was allowed, based on a lot's linear frontage.

Mr. Spraker responded to Mrs. Press that a particular lot could have multiple signs, since the number of signs was based on the lot frontage. He cited the Tomoka Plaza shopping center on Nova Road as an example of a very long property that could have even more signs if it were to be subdivided. He said that the proposed ordinance had infinite possibilities and implored the Board members to make recommendations for anything that they did not like. He said that the recommendations of the Planning Board and the direction of the City Commission would determine the way the signs were to be regulated.

Mr. Jorczak asked if the signs would also be allowed on the buildings.

Mr. Spraker replied that they were site signs only (monument or pole signs). He confirmed for Mrs. Press that the site at the southwest corner of SR40 and Nova Road would not be allowed to have a changeable copy sign because it was within 200 feet of Granada Boulevard. He added that because the property's lot frontage had been reduced over time by Department of Transportation acquisitions, and that the remainder would be allowed only about 30 square feet of monument sign. He agreed that except for the existing development order, that parcel would have been allowed a pole sign.

Mrs. Press asked if the Strasser center on US 1 would be allowed an electronic changeable copy sign, to which Mr. Spraker responded that they could.

Mr. Spraker read into the record an e-mail from Norman Lane, who stated that, '*I am opposed to allowing these signs anywhere in the city. I believe that these will be impossible to maintain, the kind of restrictions that have been proposed. Restrictions on the types of properties or locations will be seen as arbitrary and unfair and will fall over time. Similarly, restrictions on color, brightness, patterns and frequency of change will also erode. This is a very slippery slope that I believe will result in our beautiful city being peppered with distracting and unsightly moving picture signs. If the present owners of changeable text signs are trying to justify this by saving labor, it seems unlikely that they will pay for the high cost of the signs anytime soon. Thank you for your consideration, Norman Lane.*'

Mrs. Behnke verified with Mr. Spraker that the property owner would own the accompanying software and would have the capability of setting the number of copy changes and the timing.

Mr. Opalewski verified with Mr. Spraker that only houses of worship were allowed ECC signage along Granada Boulevard.

Mr. Spraker pointed out that properties such as the South Forty Shopping Center could not have electronic signage on Granada, but because the property also fronted on Clyde Morris Boulevard, they could have an ECC sign if located more than 200 feet from Granada Boulevard.

City Attorney Hayes stated for the record that Doug Thomas (Chair) had arrived.

City Attorney Hayes also pointed out that signage regulations were always tricky and explained that there has to be some rational basis that advances a legitimate government purpose, such as by means of zoning and setbacks. He stated for the record that allowing a commercial business to have ECC signage, but not a house of worship, could be viewed as discriminatory. He said that allowing the signs along the Granada Boulevard corridor would be all right, as long as the city did not except out certain businesses over others; he also cautioned that the regulations should not allow some uses to have different operational aspects (such as more frequent copy changes) than other uses. He said that legal staff had been researching the issues since receiving direction from the city commission at their last meeting and would continue to do so.

Mr. Thomas asked Mr. Jorczak to continue to chair the item.

Mrs. Press said that the proposed language did not limit the use of color. She recalled that The Trails had been approved for their ECC signage because some of the stores were not visible to passersby, a result of the center's layout. She said that The Trails sign now utilized two colors.

Mr. Spraker said that Tomoka Plaza could have had the same type signage if approved by a Special Exception or Planning Business Development at that time. Since the language was no longer in the Land Development Code, he pointed out that the signs were totally prohibited and that even the city's sign was now nonconforming.

Mrs. Press also pointed out that one of the other issues not mentioned was that there was no restriction on font size.

Mr. Jorczak referenced the questionnaire he had sent to staff and said that there were no color standards in the specifications. He pointed out that LED's now allowed a nearly infinite color range for both background and text and suggested that it be addressed in the Code language. He said he had also questioned the number of potential physical locations for electronic signage in Ormond Beach and reported that, per staff analysis, there were some 350 locations that could allow varying sizes of such signs, given the property constraints. He also asked if there were any proximity standards being considered, such as the distance allowed between the signs. He expressed concern with the language being considered, since he felt there could eventually be a myriad of electronic signs in Ormond Beach that could negatively alter the character of the city.

Mr. Jorczak said that his questions regarding the existing proposed had been raised to aid in the Board discussion so that staff and the City Commission could determine if the language presented was perhaps too broad. He stated that he understood the use of the electronic signage for the public benefit, particular for safety and disasters purposes, but felt that a more gradual approach would be prudent.

Mr. Spraker recalled a suggestion at the City Commission meeting to establish separation criteria for the signs; he said staff suggested a 600-foot minimum separation on a first come, first serve basis. He responded to Mr. Opalewski that the separation requirement for existing monument signs was 100 feet, but noted that it was not typically an issue.

Mr. Opalewski questioned whether the electronic changeable copy would simply be a component of the monument sign, and if so, whether or not a property owner could continue to have the vinyl component as well.

Mr. Spraker explained that at least 50% of the sign would have to be non-electronic changeable copy; if allowed a 120 square-foot pole sign, the maximum EEC sign area would be 60 square feet. He agreed with Mr. Jorczak that the sign would not necessarily have to utilize the static information, but that the static area would still have to be integrated into a portion of the sign.

Mrs. Behnke asked how, e.g., Publix handled changing the fixed portion of their sign.

Mr. Spraker stated that a sign contractor would physically change the fixed portion of the sign.

Mr. Jorczak opened the hearing to the public.

Mr. Matt Reardon, 1687 West Granada Boulevard, an attorney on behalf of Calvary Christian Center, and a resident of the city, said that he had been involved in the discussion since it was first forwarded to the City Commission from the Planning Board. He said that Calvary Christian Center, along with some other churches, had asked for the houses of worship to be allowed electronic copy signage, primarily because they are located on Granada Boulevard. He recalled that the original sign plan (that included EEC signs) recommended by the Planning Board and considered by the City Commission had totally excluded properties along Granada Boulevard, allowing churches not on Granada Boulevard to have electronic signage. He said that they were working to also include houses of worship along Granada Boulevard, and noted that ECC signage was now allowed for churches in other jurisdictions.

Mr. Reardon stated that they were currently using the outdated channel-letter signs, which required manual changes. He said that the new sign would allow the church to advertise not only their events, but also community events, provide public service announcements, etc. He said that the monument sign at Calvary Christian Center was moved from its original location at the now-Performing Arts Center and was grandfathered in. He said that their intent was to replace that sign with one that not only complemented their facility, but that would be a nice addition to the community, and thought that an electronic copy sign would accomplish that.

Mr. Reardon acknowledged the City's great counsel, but said that as an attorney who dealt with other jurisdictions, he would caution the Planning Board against specifics regarding things such s font size and color. He said that the greater the limitations, the more difficult the code enforcement issues. He also expressed concern about the concept of first come-first serve, pointing out that the RaceTrac gasoline station was being built across the street from the church; he said they would have to race to city hall to see who get their electronic changeable copy sign first. He said that while the gas station wanted to have the ability to change their gas prices, the Calvary Christian sign was for a completely different use. He stated that the church was in full support of the ECC signs as written, and urged the Board to make their recommendation to the City Commission so that the Code change could be acted upon.

Mr. Jorczak questioned whether the existing nonconforming church monument sign could be converted to an electronic changeable copy sign or whether it would have to be completely reworked in favor of the current (smaller) size requirements.

Mr. Spraker responded that the improvements/alteration would exceed the cost threshold established by the code for a nonconforming sign; therefore, the sign would have to be totally rebuilt to current allowable specifications.

Mr. Opalewski asked if city staff had looked at the sign ordinances of other communities and whether electronic changeable copy signs were allowed.

Mr. Spraker replied that Holly Hill, South Daytona and New Smyrna Beach allowed the ECC signs with varying regulations; he added that Port Orange allowed them only for governmental use and at major shopping centers, similar to what was done with the sign at The Trails. He added that Daytona Beach was struggling with the issue. He also reminded the board members of the photographs of ECC signs in the County that they had seen earlier and reported that City staff had met with the firm (Dektronics) in New Smyrna Beach, Florida, that did the display for the City Commission. He agreed with the city attorney that one of the purposes for regulating signs was to control the aesthetics of the community.

City Attorney Hayes expressed concern with the suggested 600-foot separation between signs and stated that the legal department needed to research it further. He said that the issue was whether or not the aesthetics and the elimination of visual blight would be enough to satisfy the rational basis test, i.e., would it advance a legitimate government interest. He questioned the difference between establishing the proposed separation of ECC signs at 600 feet, as opposed to 200 feet or say, 900 feet, and pointed out that the issue would be the same. He felt that the first come-first serve basis would be somewhat discriminatory. Mr. Hayes reiterated that legal staff would be continuing to study the issue as it moved forward.

Mr. Opalewski questioned if Legal would have a problem allowing electronic signs only for houses of worship on Granada Boulevard and not businesses.

City Attorney Hayes felt that the answer was to address the issue from a zoning perspective and opined that the city's planning staff had done a good job of trying to limit the signage along the Granada Boulevard corridor, already identified as the commercial gateway to the city. He stated that the question was whether or not the conditions established to regulate that would be sufficient enough to satisfy the rational basis test.

Mrs. Behnke reported numerous phone calls in the last week and a half and said that all but two calls opposed the change. The said that the two calls in favor of ECC signage were both businesses; the rest of the calls from residents were not in favor of the signs. She expressed concern with the possibility of more than 300 such signs being allowed in the city and said that she did not want Ormond to look like some of the other local cities; she felt that Ormond Beach was a more beautiful and gentile city.

Mrs. Behnke voiced her concern with enforcement of the ECC sign regulations. She acknowledged that the city's code enforcement was complaint driven, but felt it was basically

ineffective; she pointed out that violations occurred in the evening and on weekends and that if code enforcement staff did not see a violation, they could not pursue a remedy. She said that once purchased, the buyer had the software to effect the change in sign display and copy and said there would be no one to ensure that operation of the signs remained as permitted. She referenced Option 3, saying that to reward someone for responsible operation (what they were supposed to do anyway) was ridiculous, particularly if it meant they then would be allowed to have what the regulations did not permit, i.e., a display that could flash, spin, etc. She further pointed out that the signs could ruin the city's aesthetics and that restoring the city's appeal would be very difficult to achieve.

Mrs. Press stated that the subject of signs always evoked strong emotional reactions. She thought that many business owners, if left to their own devices, would do whatever they could to call attention to their businesses and products, even if it meant painting their buildings in all kinds of eye-catching colors, using pole signs, etc. She said that without the city's regulations, all the main roadways in Ormond would look like SR 436 in Altamonte Springs.

Mrs. Press said that one of the reasons the electronic changeable copy signs were so expensive was because of the capability to flash, pulsate, spin, rotate, scroll, animate, use a number fonts, colors and backgrounds, and said she doubted that the owners would be content with the limitations established by the city. She likened the situation to buying a Maserati and expecting the owner to drive only 25 MPH; she said it would only be a matter of time before users would ignore the ordinance and that it would then be up to the city to police the violations. She agreed with the city attorney that any ordinance had to be reasonable and fair to all and opined that government could not be allowed 100% of sign area for changeable signs, while everyone else was allowed 50%.

If changeable signs were such an improvement, Mrs. Press stated, then everyone should be allowed to have them regardless of the use. She agreed with Mrs. Behnke that Option 3 (the reward for responsible operation) made no sense and would appear to allow options to which the citizens of Ormond Beach are vehemently opposed. She said that owners of signs with such vast capabilities would not be content to live within the requirements outlined at the City Commission meeting and that it would only be a matter of time before the city would have distracting, flashing, pulsating, and animated signs, which were designed to catch the passersby's attention. She stated that the electronic changeable copy signs were controversial for a reason and that the distractions created for the passing drivers would have devastating consequences.

Mrs. Press thought that there were many other ways for both churches and businesses to get their messages out and that ECC signs were not the way to do so. She stated that it was not the residents who were clamoring for the signs and that the Planning Board should be representing the residents.

Mr. Opalewski agreed that it was a difficult issue. He said that he did not find the electronic sign at The Trails to be offensive and thought that the signs made sense as a way for government (such as Leisure Services) to disseminate information to the public. He stated that his issue with the signs was in allowing one sector the use of the signs and denying that others that same right. He thought that the static electronic sign used to advertise gas prices at the Love's station, e.g.,

actually looked nice, but added that the would not want to see flashing, animated or pulsating signs at every business.

Mr. Thomas agreed. He asked the city attorney if the item had sufficient legal support to allow it to move forward to the city commission or whether legal staff would feel more comfortable by looking at additional options.

City Attorney Hayes said that signage issues were always challenging, but that the issue of electronic signage, currently before the Board, was a bit more complicated because it was a new technology for which there was not yet much regulation history and each community was struggling to adequately address the needs and concerns of their residents. He stated that the easiest way to regulate the ECC signs was not to allow them.

City Attorney Hayes explained that policy issues were the concern of the City Commission, who would take into consideration the Planning Board's recommendation and that city staff had to work with the direction from the City Commission and try to create the best regulations possible. He thought that in the case of the electronic changeable copy signage that planning staff had done an admirable job; he said that staff would address the concerns raised and present those issues to the city commission when re-presenting the item. He said that the City Commission might decide they did not want to regulate the electronic signs; however, if they did decide to regulate them, then staff would have to create the most enforceable regulation possible. He acknowledged that there were aspects of the issue that concerned him and informed the Board members that he would work with planning staff to educate both the Planning Board and the City Commission and to create the best possible regulation for the city. He said that the question was not an easy one to answer.

Mr. Thomas agreed with Mr. Opalewski that the electronic sign at the RaceTrac station was very informative and advised that he found the new electronic sign at the Performing Arts Center (PAC) much easier to read than the old sign. He thought it was less distracting for him and therefore, safer. He also felt that the concept of first come-first serve was unfair and pointed out that the new technologies were more easily accepted by younger residents, who were more technologically savvy.

Mr. Thomas stated that not all business people had a used-car-salesman, struggling-home-builder mentality and said that there were many businessmen who tried to conduct their businesses in a respectable and responsible manner. He agreed that there were some who would try to create a circus atmosphere, but that there were also many good business people in whom he had faith.

City Attorney Hayes suggested that in their deliberations with respect to the regulation and each of its components, the board members ask themselves if the regulation would result in 1) advancing a legitimate governmental interest, and 2) if there was a rational basis to support it. He thought that there might be a rational basis for some components and not for others. He said that since the purpose of signage was to convey a message, they could try to distinguish between the differences, if any, in the messages conveyed by the electronic signage and those conveyed by traditional signage. He felt that what made electronic signs so vastly different was that they needed different types of standards, and it was those differences in standards that created the pitfalls.

City Attorney Hayes expressed concern with the suggested 600-foot separation distance between electronic signs, as he did with the proposed first come-first serve standard. He said that treating one commercial establishment differently from another, and treating houses of worship differently from commercial establishments were also problematic. Although it could be approached from a zoning perspective, Mr. Hayes said, he reiterated that the regulation had to demonstrate that the city was trying to advance a legitimate governmental interest and that there needed to be a rational basis for doing so, i.e., some nexus between the basis and the interest that the city would be trying to advance. He suggested that the board members use that information to simplify the electronic signage issues.

Mrs. Behnke agreed that electronic signs were the wave of the future, but stated that the regulation and content needed more work [before it would be ready to proceed back to the City Commission]. She likened the issue to the specific language that had been added to the LDC regarding sandwich board signs and pointed out that although written out in easy-to-understand language, the regulation was constantly being violated. She said people were using wire signs stuck in the ground, flying flags, and using human directional signage; she said her biggest concern was in how the regulation would be enforced. She stated that she had no problem with the electronic sign at The Trails, but did have a problem with the potential for 300 such signs throughout the city.

Mr. Jorczak thought that the sign separation requirement presented a problem and established a discriminatory situation, pitting one legitimate business against another. He agreed that the signs were few and far between at present, but pointed out that the potential for more such signs was great. He felt that the regulation options were, at present, incomplete and needed more work to address issues such as sign size and location in relation to other electronic signs. He did not feel that the Planning Board was ready to make a definitive recommendation to the City Commission and stated that if pressed, he could not vote to recommend approval. He said that there were simply too many unanswered questions that needed to be addressed. He clarified that he was not opposed to electronic signs per se, since they served a very real public need in communicating public safety issues/information for the benefit of the community. He thought that perhaps any regulation could differentiate between what could be done by a governmental entity vs. what could be done by others. He restated that the Board was not ready to make a recommendation regarding electronic changeable copy signage.

Mrs. Press observed that the billboard in the Rivergate Shopping Center changed constantly, flashed and was animated, yet she did not know what the sign was advertising. She said that likewise, the electronic sign at the PAC was also not as productive as might be believed, and not as successful in getting the message out as were traditional signs. She said that the sign at The Trails was not offensive as it was currently used, but if the font or background changed, it might not be as informative. She said that the current methods for government to disseminate information worked well and again said that the people of Ormond Beach did not want the electronic signs. She agreed with Mrs. Behnke that allowing electronic signs should be put to a vote of the residents.

Mr. Thomas remarked that the Leisure Services sign was much easier for the younger residents to read than for older citizens, and pointed out that the younger people were the ones who were registering their children and using the information provided. He reported that as Vice Chairman

of the Leisure Services Board, the entire LSB would strongly disagree that the traditional methods [of communicating that information] were as effective, as would many parents with children in sports in Ormond Beach. Saying he meant no disrespect, Mr. Thomas said that the younger generations of residents readily accepted electronic messaging and was what they expected. He agreed with the other board members' concerns with flashing signs, as well as the potential number of electronic signs that could be permitted; he also felt that the item should be tabled until the board members had more information on which to base a recommendation.

Mrs. Press recalled the commission meeting at which the idea was conceived and said that an issue of such importance to the city necessitated study and consideration before being adopted. She said that the matter was too important to simply push through a regulation. She stated that if the signs were so wonderful, everyone should be able to have them, not just those in certain locations or for certain uses. She reiterated that she was opposed to rewarding someone for doing what they were supposed to do anyway.

Mr. Thomas agreed.

Acting Chair Jorczak remarked that the consensus of the Board members seemed to be that more work was needed. He asked if there was a mandate from the City Commission for the item to move forward immediately.

Mr. Spraker said that staff would need specific direction as to what they were to research if the Board members voted to table the item.

Mr. Jorczak acknowledged that staff was trying to establish parameters for a most difficult issue that would have to stand up to legal challenge.

Mr. Spraker recalled that the original intent (December, 2008) was to allow electronic changeable copy signs only in traditional commercial corridors and was the reason that they were not allowed in the Granada Boulevard (Office/Professional) corridor. He said it was up to the Board to decide whether or not they wanted the signs at all, wanted to narrow the scope, or limit them to certain areas. He cautioned them that the city attorney had already expressed his reservations with limiting the use of the signs to a specific use or location.

Mr. Jorczak suggested that they hold a workshop with the planning board members and city staff to help in identifying the issues and solutions. He noted that there were already two electronic signs in the city, as well as electronic signs in the immediate surrounding areas. He said that the idea was to create an ordinance that would ensure that the signs were done in a tasteful manner. He agreed with Mr. Thomas that business owners utilizing an ECC sign would want something in which he/she could be proud because it would be associated with their business. He acknowledged that there were, however, those who would not care as long as the signage promoted their businesses. He reiterated that more internal discussion was needed.

Mrs. Press suggested that perhaps the signs could be permitted by Special Exception, thereby being allowed to operate under specified conditions.

City Attorney Hayes pointed out that there would still have to be established standards and reasonable regulations. He agreed with Mr. Jorczak that it was the same situation as with

murals. He said that a simple motion to continue the item indefinitely would suffice and would give city staff an opportunity to more clearly define the legal parameters and to establish a benchmark from which to evaluate the concept before submitting any recommendation to the City Commission.

Mr. Spraker assured Mrs. Press that the item would not go forward to the City Commission for action until the Planning Board made a formal recommendation.

Mrs. Press commented that the item had been conceived on the fly at a city commission meeting and said that the language before the Board was flawed.

City Attorney Hayes said that he wanted to study the issue further prior to any additional meeting or workshop discussion.

Mrs. Press questioned the need for a workshop.

Mr. Thomas said it would allow them to work through their ideas in a more informal setting.

Mr. Jorczak said it would also allow them to decide whether or not to permit electronic signs in the city and if so, in what situations they would be appropriate. He said that if they were going to proceed, they would need to establish effective guidelines and necessary controls.

Mr. Spraker responded to Mrs. Press that it was the overall sign amendment that was shared with VCARD (Volusia County Association for Responsible Development) and the Chamber. He pointed out that it had gone to the Planning Board more than once. He reiterated that with regard to the electronic changeable copy signs, the basic question was whether or not to allow them at all.

Mrs. Press said she was ready to vote against allowing them in Ormond Beach.

City Attorney Hayes informed the Board members that a no vote would allow the item to proceed to the City Commission; he pointed out that legal staff still wanted to look at the issues. He responded to Mrs. Press that while he wanted time to study the related issues to determine what would and would not work, his office would not let the item stagnate. He advised Mr. Jorczak that he did not believe it was necessary to set a time limit.

Mr. Jorczak thought that 60 days would suffice.

Mr. Thomas questioned whether a property owner in the County would lose the right to use a very expensive electronic sign if the property were subsequently annexed into the city.

City Attorney Hayes explained that the property would be allowed to keep the sign, pointing out that there was already such a case with Destination Daytona when it annexed. He said that if a use was lawful at the time it was established, then rendered nonconforming because of regulation changes, it would be grandfathered in and the use could be continued as long as it was not destroyed or abandoned.

Mr. Reardon reminded the Planning Board that although there were 300+ potential locations in Ormond Beach that could accommodate an ECC sign, the substantial cost of those signs ($50,000-$70,000) would preclude their use for most people/businesses. He stated that because of the cost-prohibitive nature of the signs, there was little chance that Granada Boulevard or the other main arteries would ever take on a Las Vegas appearance. He reminded the Board members that the previous sign code amendment had included language for electronic copy signs and had fewer regulations than did the current proposal. He expressed concern that the Planning Board members would now change their minds while considering the electronic signage as a separate issue. He said that he did not think that the sign at the PAC was offensive and was in fact better looking than some of the other signs in the city. He thought it was an opportunity for the City to craft a regulation that would result in good-looking, modern signs that would show that Ormond Beach was a community that embraced positive change. He said that the City needed to do everything possible to embrace businesses, embrace the residents who live and operate businesses, and embrace houses of worship in the city. He thanked the Board for the opportunity to address them.

Mr. Jorczak explained to Mr. Reardon that the Board was charged with considering the implications of the regulations that they enacted, not just in the short term, but to try to anticipate the results of their actions 20 years in the future.

Mrs. Behnke acknowledged that the signs were expensive, but asked Mr. Reardon if he had a problem in delaying their decision and possibly enacting additional regulation.

Mr. Reardon understood Mr. Jorczak's position and advised Mrs. Behnke that he had no problem with additional regulation. He did, however, point out that he had not heard anyone give the [planning or legal] staff some clear direction. He noted that the more specific the direction and the more specific the regulation, the more that code enforcement personnel would be required to know in order to enforce that regulation.

Mrs. Behnke remarked that the Board members clearly wanted the space requirement eliminated.

Mr. Reardon stated that there never was such a requirement, but was included only as a potential option to consider, as was the suggestion of rewarding those who adhered to the requirements.

Mrs. Behnke said that she had no problem with a detailed requirement for the city's code enforcement personnel to pursue and said that they could not do so without it.

Mr. Reardon agreed, but stated that the Code was actually a little too restrictive in allowing only once-per-day copy changes. He said that a lot of people would not invest in an electronic sign under the current regulations; he said there was no point spending money on technology that they could not use. He added that the current problem with the Code was that it did not allow ECC signs. He said that with all the great ideas, the code did not allow them to do anything.

Mrs. Press responded that to be exactly the point of the restrictions, since the people of Ormond Beach did not want the signs.

Mr. Reardon disagreed and explained that the reason Calvary Christian Center had asked to be allowed to change their copy up to one time each hour is that they have a school and a pre-

school, as well as a church. He said that each of those has many activities, such as special services, school performances and outreach, and that it would be much easier to change electronic copy than to change out channel letter signs. He pointed out that the billboard at Nova Road and Granada Boulevard changed its copy every eight seconds.

Mrs. Press said that the information they would display on the church sign was primarily to inform the members of their church community. She said that there were other ways to publicize the information, such as announcing the activities at the church services, sending notes home with the students, or by e-mail notification.

Mr. Reardon agreed that there were many ways to disseminate information, but pointed out that the information was not just for church members. He said that the school auction to raise money often attracted passersby and that those people, not affiliated with the church, often showed up for those kinds of activities, as well as for performances and concerts being held there. He said that they would sometimes come to church because the sermon title shown on their sign was something that visitors thought might be interesting. He agreed that e-mail and announcements were a good way to let their congregation know about their activities, but said that the information would not otherwise reach people outside of the church community. He pointed out that no one would know about the Southeast Dance annual showcase if they did not read it on the Performing Arts Center sign.

City Attorney Hayes clarified for the meeting participants that using the billboards as an example was misleading, since they were the product of litigation resulting from the 1998 fires. He said that as a part of the settlement agreement, the advertising company removed most of their old signs in return for being allowed the two electronic billboards.

Mr. Thomas suggested that the board members compare the look of the electronic billboard at Granada Boulevard and Nova Road with the new signage at that same intersection. He also pointed out that the majority of the businesses along North US 1 were located in strip centers or multi-tenant centers and that of those that were not, quite a few were churches. He said he just did not foresee requests for huge numbers of electronic signs, particularly given the cost. He added that of the many individual businesses along Hand Avenue from Nova Road to Clyde Morris Boulevard, all were in about six different buildings. He thought that they were overestimating the demand for electronic signs and stated that as a businessman, he would have to repeatedly lose his existing signage before spending $75,000 for a flashing sign. He reiterated his desire to study the issue further.

Mr. Thomas made a motion to continue the item to the next Planning Board meeting.

Mrs. Behnke seconded the motion, which was approved by unanimous vote of the Board.

VIII. OTHER BUSINESS

There was no other business to be discussed.

City Attorney Hayes did not think there was pressing timeline for some of the items; he said that they could always continue any item for which they wanted to have more discussion.

Mr. Goss had no objection to the continuation.

Mr. Wigley made a motion to continue LDC 10-111 until the next Planning Board meeting.

Chair Thomas suggested moving the item to the end of the meeting.

Ms. Dorian Burt acknowledged that the sign issue was important, but said that the Form Based Code was also. She pointed out that they were already halfway through the discussion and that there were a lot of people who had worked on the Code and who felt very strongly about it. She requested that if they had to continue the item to the next meeting, that it be first on the agenda. She restated her desire to continue with the discussion.

Chair Thomas agreed with Mrs. Press that there were many important items to be discussed. He expressed his concern, however, with the members of the audience who had been waiting to talk about an item that had been second on the agenda.

Mrs. Behnke seconded Mr. Wigley's motion.

Mr. Wigley then withdrew his motion in order to have the opportunity to further discuss the Code if they had time at the end of the meeting. As suggested by the city attorney, he **made a motion to table the item until the end of the meeting.**

Mrs. Press seconded the motion, which was approved by unanimous vote.

Electronic Changeable Copy Signage

City Attorney Hayes said he wanted to establish some parameters prior to the discussion to ensure there were no false expectations. He stated that the item before the Board was a discussion item only; therefore, there was no proposed ordinance on which to act. He explained that his legal staff had researched the issue in order to determine the legal parameters in the event that the Planning Board wanted to recommend to the City Commission that they adopt an ordinance with standards to allow electronic signs.

City Attorney Hayes stated that it was very difficult and complicated subject matter and said that staff had struggled in their efforts to simplify the issues, both by using lay terminology and by condensing/limiting the amount of information provided. He said that the legal memorandum was an attempt to categorize the information into some general rules, but pointed out that he did provide a copy of one case to show the complexity of the subject matter. He reiterated that the item was for discussion only and was not the Amaral project; he cautioned those present to limit their remarks to the matter at hand.

Chair Thomas added that the Board was soliciting thoughts on whether or not to allow electronic changeable copy signage, not on a specific application. He addressed those present, saying that

although he was trying to be very open, he was also attempting to stay in bounds. He opened the meeting to public comment.

Antonio Amaral, Jr., representing Amaral Custom Homes, 13 Utility Drive, Palm Coast, Florida, said that without trying to get too specific, he was a little upset about the continuance [of the Amaral Sign item] with less than three hours notice. That being said, Mr. Amaral commented that it was apparent at the last meeting he attended that signs were a continuing issue for the city.

Mr. Amaral opined that electronic changeable copy signs provided a more aesthetically pleasing alternative to the current requirements which would allow for a certain project to have 38 A-frame signs of up to 6 square feet, or 38 banners of a maximum of 64 square feet for 14 consecutive days, 4 times a year. He explained that his signage along the North US 1 corridor was actually out of place, compared to the other existing signs in that area and thought that there should be some allowance in the regulations for that type of situation. He pointed out that changing [the rules for] only one property would not change the overall view from the road along the corridor.

Chair Thomas thanked him for his comments and for speaking in generalities.

Mr. Norman Lane, 1314 Northside Drive, said he thought that everyone present agreed that having a proliferation of blinking signs would seriously detract from the beauty of the city. He recounted the discussions regarding the desire to allow some signs at a few churches and limiting their impacts, then because of discrimination issues, allowing all churches to have the signs. The same issues had been discussed for businesses, he said, as well as discussions about allowing no more than 1 sign every 600 feet, which was then determined to be impractical. He said that the concept of first come, first serve would not work and that to date, he had not heard of a good way to limit the density of the signs. He remarked that although the signs had been reported to be cost prohibitive for most, that could be expected to change as they became more common. He cited electronics and big screen TV's as examples.

Mr. Lane also referenced the proposed restrictions on the brightness and the frequency of change, as well as the issues of color and characters on the signs, but said that would become the responsibility of the city's code enforcement, since there was no physical way to stop it. In short, he said he believed that it would be impossible to truly restrict the signs once they had been approved. He thought that the proliferation of those signs would be a huge and negative impact on the appearance and the character of the city and urged the Board not to recommend allowing any more than already existed.

Mr. John Bandorf, 18 Village Drive, said that without getting into particulars, he was concerned that the item that had been tabled. He thought it totally inappropriate that many of those present had received only three hours notice that a recommendation would be made to continue the item and stated that had yet to hear a good reason why. He said that the Board had demanded answers from the people who were requesting approvals and felt that the citizens before them deserved to know why the item was tabled. He said that they had received an e-mail informing them that one of the board members had a concern about hearing the application prior to the electronic ordinance being passed, but said that the city had a history [of such actions]. He cited the recent approval of a mural that was painted with a permit, yet in 2000, the city had taken the position

that a mural was a sign. He said that subsequently, the owner of a restaurant asked for a special exception for a mural and was told that the city did not yet have standards for murals. He felt that they should also be able to apply for a special exception to have their mural.

Mr. Bandorf said that the people in attendance were business owners trying to make a living. He said that he had just heard the Board approve the amendment for the project to house workforce housing, but said there would not be any jobs available if the city was not going to work with the businesses in the city. He said he did not understand why one applicant had to wait for standards to be developed, while another applicant did not. He said he was still awaiting an answer to his question as to why the item had been delayed.

City Attorney Hayes said his only comment was that there were sign standards in the [Land Development] Code for properties in the Greenbelt Preservation District and that the application process did not conform to those requirements.

Mr. Bandorf questioned how it did not comply.

City Attorney Hayes said that he would not get into that discussion other than to say it had been continued for further discussion and that he had rendered a legal opinion to the City's planning staff that afternoon with respect to problems with the application. He apologized for the late notice, but said it was not his doing. He said the Board would be happy to hear his input with respect to the desirability of electronic signs.

Mr. Bandorf stated that he had been brought up to believe that the government answered his questions. He said that the government had required the applicants to answer every one of their questions, but that he had just been told by his government, the city of Ormond Beach, that they could not say why that application had been tabled.

City Attorney Hayes stated for the record that the item in question was a public hearing item which required discussion during the public hearing process; therefore, they would not have discussion outside that public hearing process. He reiterated that in his legal opinion, the application was deficient and did not meet the standards for signs in that district; consequently, the consideration of that application that evening was inappropriate. He restated that the item had been continued and said that staff would revisit it and that the Legal Department would help them with the legal implications. Although he said that he understood the frustration of the residents and was not trying to be argumentative, they had to abide by the procedural requirements. Mr. Hayes said that it was his obligation to protect the record as they moved the issue forward and that they needed to discuss the item at hand, i.e., the general discussion regarding electronic signs.

Chair Thomas asked if a reason for the continuance would be available to the public at some point in the future.

City Attorney Hayes reiterated that the reason for the delay was that the application did not conform to the sign standards in the Code for properties in the Greenbelt Preservation area. He said that staff would re-evaluate the request to see how it could conform to those requirements.

Chair Thomas advised those present that although it might not be the answer they were looking for, the city attorney had answered the question.

Mr. Philemon Mitchell introduced himself as the owner of Suzee's Closet consignment shop in Amaral Plaza. He stated that he was saddened to see that Crossline Pottery was closing and leaving Amaral Plaza. He acknowledged the board members' comments regarding the economy and said that they knew the economy was in trouble and that was the reason they needed the Board to be progressive, expedient and fast. He said that they were trying to run their businesses and survive, but that their customers were telling them that they needed signs to let people know where they were located. He remarked that if they complied with the current signage regulations, the result would be ugly; he pointed out that the business owners were as concerned with aesthetics as anyone else. He stated that their options were to clutter up the frontage or put up one nice sign. He said that the Board looked like an experienced body, but were apparently inexperienced in handling something new. He said that the business owners needed them to be a little more progressive and a little more visionary; not reactive, as the mayor had said, but proactive. He thought they should look forward and anticipate what was about to happen in the city and be prepared for it. He felt that they had dropped the ball. He said that the reason the businesses were failing was not because of their prices or the quality of their products, but because no one knew where they were. He asked that the issue not be allowed to drag on for weeks and months.

Mr. Matt Reardon, 1687 W. Granada Blvd., said that he was appearing on behalf of Calvary Christian Center and as a citizen of Ormond Beach. He echoed Mr. Mitchell's comments and expressed his frustration as a citizen, as well as an attorney with a client to represent. He said that staff had done a great job of writing a sign ordinance that included electronic copy signs, which had been recommended for approval by the Planning Board and forwarded to the City Commission for their hearing. He said that the Commission, on the second reading, pulled out that one component (the electronic copy signs) because they had requested that churches of certain size be excluded from the ordinance. He said that the mayor had taken a consensus of the majority of the Commission at that meeting and had then directed staff to write an electronic copy sign code that would conform to what the 3-2 majority of the Commission had said they would like to see.

Mr. Reardon recalled that at the Planning Board meeting two months earlier, he was the only person other than Mrs. Press' husband and planning staff who had attended to discuss electronic copy signs. He said that he now understood that there was a lot of opposition to the signs and had attended this meeting to tell the Board that they wanted electronic copy signs in the city of Ormond Beach. He said he was frustrated by the lack of movement by the Planning Board, because he thought that the staff had done a pretty good job and instead of considering an electronic copy sign code asked for by the City Commission, they were instead back to another discussion. He reiterated that as a citizen of Ormond Beach, and on behalf of his client, he wanted to see a well-thought-out electronic copy code sign recommended for approval by the Planning Board at some point so that it could go before, and be considered by, the City Commission. He said that electronic copy signs were the wave of the future and could be done very tastefully and appropriately. He thought it was the job of the Board to work with staff to find the appropriate language and to move the item forward, not simply continuing to stall it so

that the city looked like a stagnant community. He urged the Board to find a way to develop an electronic copy sign code with which they were comfortable, so that the issue could be taken to the City Commission to establish an electronic copy sign code for the city of Ormond Beach.

Ms. Cathy Gilyard, a business owner in Amaral Plaza, stated that they were very proud of their accomplishments at the Plaza, but said there were serious issues to be addressed. She said that the signage would help all those who had invested everything they had in their businesses.

Ms. Debbie Kruck, owner of Fitness and Pilates Studio in Amaral Plaza, said that the businesses were simply trying to make it. She stated that her fiancé, Sgt. 1st Class Timothy Forrester, was currently putting his life on the line for the fourth time so that they could have the freedom to run their businesses and prosper, whereas she was attending a meeting to squabble over whether or not they could have a sign.

Mrs. Behnke stated that she was 70 years old, but would match her electronic abilities with anybody in the room. She said that her problem with the signs was not because they are electronic or because they were signs, but because Ormond was an elite, upscale city. She asked staff what the minimum price was for electronic changeable copy signs, with and without animation.

Mr. Spraker said a conservative estimate was probably between $30,000 to $50,000 for a basic sign, but that the price range could go much higher.

Mrs. Behnke said that $30,000 would buy an electronic sign and that once the customer bought the software, they could change the sign anytime they wanted.

Mr. Spraker said it was the same concept as a manual reader board.

Mrs. Behnke said that the city's allowing the signs to change only once every 12 hours did not mean that the business owners would comply, only that code enforcement action would then be necessary. She said that the original legislation mandated only fixed signs (no flashing, spinning, twirling, scrolling), but recalled that the request had been for a sign that scrolled from top to bottom or from side to side. She said that she simply did not think that their city needed to be trashed that way. She thought that the signs could be attractive and might be okay if maintained and handled correctly, but did not believe that would happen. She said that the city did not need to be a flashing Las Vegas.

Mr. Jorczak thanked the city attorney for the case law he had provided. He acknowledged that, as pointed out by Mr. Spraker, a distance requirement was never part of the drafted ordinance (only mentioned as part of the discussion) but asked the city attorney if there had been any information in the case law regarding distance/separation requirements for electronic signs, or regulations that would permit signs in only some locations within a certain zoning district.

City Attorney Hayes agreed that the separation distance had not been part of the ordinance, but had been suggested in the discussion memo as a possible alternative. He said that restriction with respect to place and manner had been studied as part of the legal review and that although it had given him some concern, it was one of the elements that was probably enforceable.

Mr. Hayes said that a number of communities had adopted such ordinances, but that the tricky part was in developing objective standards that were content-neutral. He said that there were, however, a number of cases regarding ordinances that indirectly affected content and that the courts had held those ordinances to be invalid. He said that each case was fact-specific to the issues involved and that the courts had generally struggled with the analyses, but that over the years they had developed a number of tests by which to analyze the situations. He further explained that signage was a form of speech, protected under the Constitution of the United States. He said that certain aspects of speech could be regulated by government, whereas certain other aspects could not, and that commercial speech could be regulated more so than non-commercial speech.

Mr. Jorczak asked that he define commercial speech for those present.

Mr. Hayes said that commercial would be something with an economic interest; non-commercial would be residential. He explained that depending upon how an ordinance or regulation was structured would determine whether or not it addressed commercial speech, non-commercial speech, or a mixture of the two, which usually resulted when ordinances created exemptions (e.g., a sign could be placed here, but not there). He said that the courts had determined that once labels were placed on exemptions by the use, it deemed to be related to the content of the sign. He cited the example of allowing religious signs, but not some commercial signs, i.e., favoring the reglious over the commercial.

Mr. Hayes continued by saying that the same rationale was present when creating exemptions for allowing government the right to do something that commercial could not, i.e., the implication that speech by government is favored over speech by others, which also goes to content. He said that, generally speaking, those pitfalls made it difficult to adopt and apply an ordinance consistently over time without making any changes to them. He said that it could be done; it was just difficult to do. He said he had tried to set forth the different standards and tests that the courts used in evaluating commercial vs. non-commercial, and content-based or content-neutral. He said that depending on the speech involved, different tests apply.

Mr. Hayes said that the question of distance was something that initially concerned him, but that based on his research, he was more comfortable that it could be an objective standard and could be regulated. He said that they could regulate based on zoning, operational standards, etc., but did not believe that the regulations could sub-classify within a zoning district. He said that they just had to be careful not to favor some over others.

Mr. Jorczak inquired as to whether the ordinance could address the issue of density in order to preclude having a string of electronic signs along a thoroughfare.

Mr. Hayes responded that, depending on the individual circumstances, it would most likely be a reasonable time/place/manner restriction. He explained that standards addressing setbacks and dimensional criteria, composition materials, brightness, etc., were valid, but that attempting to regulate the type of message displayed would not be valid. As an example, he said that an ordinance limiting electronic signage to the time and temperature would be invalid because it dealt with content. The challenge in creating standards for electronic signage was in dealing with

content, he said, because the city wanted them to be aesthetically pleasing, but that it was possible to develop an ordinance that would the legal criteria and be objective.

Mrs. Press recognized that business people in the city would not understand why their neighbors (developed in the County) could have the signs but stated that similar to murals, the content of the electronic signs could not be regulated because of the freedom-of-speech issue. She agreed that they would be a way for the Calvary Church to get their message out, but worried that the sign could also be used to espouse religious positions on controversial issues.

Mr. Hayes said that based on the case law that legal staff had reviewed, houses of worship are non-commercial uses and have more protection on speech than do commercial uses he agreed that the city could not dictate the type of message displayed on signs, whether traditional or electronic. He thought that the city could probably allow some non-commercial electronic signs, without having to allow them for commercial uses, but pointed out that the city could not regulate them if, e.g., a church wanted to recognize a business for contributions or good works by thanking them publicly (on a sign), even though it might be construed as a form of advertisement. He clarified that he was not suggesting it would happen, only that it could.

Mrs. Press stated that the laws had to be fair and equitable and that she thought they were trying to create something that would not be equitable. She said that a business that could have more than one monument sign could install multiple electronic signs. She thought that the best solution was not to allow them.

Mr. Wigley pointed out that not all houses of worship were free-standing buildings on 50 acres of land and asked if all houses of worship were exempt. He noted that churches were often located in shopping centers or office buildings, or as Mr. Thomas noted, in schools.

City Attorney Hayes explained that it was not that houses of worship were exempt, but rather that they were being treated as non-commercial for purposes of applying the laws for signage. He said that the objective standards that could be regulated were time, place and manner, as long as those standards are reasonable; objective standards (setbacks, zoning districts, whether or not they were located in strip malls0 could be regulated as long as they were content neutral. He reiterated that operational aspects could be regulated and exemptions could be created based on structural criteria for signs, but not exemptions based on use categories, since that would constitute favoring one type of speech over another.

Mr. Hays said that those were technicalities that the Board would have to evaluate in the process of preparing an ordinance. He recalled that the City Commission had directed city staff to prepare a draft ordinance and to review the legal parameters to provide the Board with some guidelines, and that the Board now needed to provide staff with some direction as to how to proceed. He said that the City Commission expected something back, with or without a favorable recommendation. He said that if their consensus was that they did not want it at all, staff would simply create the ordinance and bring it back so that they could address the particulars at that time.

Chair Thomas expressed his frustration at having to sit and listen. He referred to a member of the audience who had said that they looked like an experienced group and pointed out that there were

no 20 year-old members on the Board. He said that as a baby-boomer and part of probably the most special generation to come along, he said that he always fought for change and to stay young, not 'going calmly into that good night'. He said it was hard for him to not recognize what the future held and pointed out that in ten years, the Board would be comprised of Generation Xers who were the future of the country, the business people and the consumers who did not fight progress, and who were comfortable with changing technology. He said that it was time to face the reality that the world was changing around them and to embrace those changes, and that as a business person, employer and taxpayer who put a lot of money back into the community; he wanted to succeed in his business and needed to advertise his product. Mr. Thomas stated that newspapers do not sell product anymore, nor do the yellow pages. He wondered if the board members were so old that they could not recognize progress when they saw it.

Mr. Jorczak recalled that some of the cases identified in the research had gone to the Supreme Court, who also found the issue to be difficult. He said most of the cases appeared to have been brought by commercial entities and asked the city attorney if he knew how many such actions against municipalities had involved sign ordinances.

City Attorney Hayes said that his department did not track case volume based on subject matter, but did advise that most of the cases required complex analysis. He explained that there was a process the justices had to go through to determine what they were dealing with before they could figure out what tests to apply, which would then lead them to their conclusions. He agreed that the United States Supreme Court had struggled with the same question in the 1981 Metromedia case, which dealt with electronic signage. He said that the greatest legal minds in the country struggled with the issue and that one of their quotes was that the most effective way to deal with electronic signage for commercial speech is 'just don't allow it'.

Mr. Hayes said that developing a viable ordinance that would meet all of the legal criteria was a challenge, but that enforcing and regulating the ordinance (how it might change over time, how is applied) was the difficult challenge that fell to staff to implement. He stated that it was also difficult for the Board that had to provide a recommendation and for the city commission that had to approve it. He restated that the City Commission had expressed interest in the subject; therefore, it needed to move forward. He again solicited feedback from the Board in form of any specific do's and don'ts to be taken into consideration. He restated that an ordinance would be coming back to the Board for action one way or the other. He pointed out that every city ordinance had been broken, bent or challenged at one time or another and did not believe that an ordinance for electronic signage would be opening a new can of worms; he said it was just a matter of enforcement like that of any other ordinance.

Mrs. Press disagreed, saying she thought there was a difference. She recalled that the desire to task staff with investigating the electronic signage issue had not been unanimous on the part of the commissioners. She asked Chair Thomas if he would say that anyone in the city could have a changeable sign.

Chair Thomas said no and agreed that there were certain places where it could be done.

Mrs. Press then asked him whether no one else should be allowed an electronic sign if, e.g., a business on Granada Boulevard wanted an electronic sign and could not have one.

Chair Thomas replied to Mrs. Press that it was just the same as the fact that he could not build a home anywhere he wanted, nor could he open a business and manufacture shutters anywhere he wanted. He said that he had to adhere to the codes.

Mrs. Press questioned the criteria he would use for electronic signage.

Chair Thomas said he was not arguing the criteria, but was arguing that they be able to establish criteria. He said he did not yet know where he thought they should go, but was willing to listen. He pointed out that even the residential and commercial zonings started somewhere. He said that they first needed to determine whether or not to allow electronic signs, and if so, then set the criteria as to where they should be located. He suggested that if businesses wanted electronic signage, they should locate in areas where they were permitted instead of opening elsewhere and then challenging the codes.

Mr. Wigley recalled that they had already approved the use of electronic signs, but now wanted to approve it with added criteria.

Chair Thomas said it was not where he saw the discussion going.

Mrs. Behnke reiterated that the [electronic] signs did not belong in Ormond since they could not be regulated or controlled. She asked if the Board still planned to have a workshop.

Chair Thomas said that if they were going to have a workshop on the subject it should be dedicated solely to electronic changeable copy signs. He also thought they should make a decision for the people who had attended the meeting.

City Attorney Hayes thought the Board discussion was a good one and showed just how divisive the issue could be. He pointed out that Ormond was not the only community struggling with the issue. He said that although there was no ordinance for them to consider at present, they needed to talk with each other about their expectations with respect to allowing those types of signs and if there were certain aspects they might consider for approval. He said that staff could then bring forward a draft ordinance that incorporated those standards, which could help with the decisions they might make. Although he appreciated the frustration felt by some of the residents who wanted that signage now, he reminded those present that it was an important subject matter that would have a long lasting effect on the community if approved. He said that the city needed to take as much time as necessary to ensure doing it right the first time, because if they did not, they would not have time to back and fix it.

Chair Thomas said he whole-heartedly agreed, but thought they needed a deadline.

City Attorney Hayes cautioned that everyone to remember that the issues heard that evening were separate ones and would be treated that way.

Chair Thomas said that the request for electronic signage would not be resolved until the policy issue was resolved, and pointed out that the Planning Board only made recommendations to the City Commission. He said that he wanted a workshop, even though he doubted he would change his opinion. He said that he did not want animated signs with fireworks, flashing starbursts, etc.,

and agreed with Mr. Adams that it was time to talk about what they did and did not want in order to come up with some middle ground.

Mr. Adams thought that the Board would agree that they did not want electronic changeable copy signs in residential areas and felt that there were other aspects on which they could agree, but that it was an issue that needed its own meeting. He agreed with the sentiments of some of the other Board members that having so many major items on one agenda was not workable. He suggested that the Board set a time for a workshop in the near future in order to address the issues, come to a consensus and make a formal recommendation. He also suggested that the workshop include citizen involvement and input and perhaps invite some people from MainStreet to discuss what could and could not be done in the Downtown.

In response to Mr. Thomas, the city attorney advised that the workshop would be advertised and reiterated that he wanted as much feedback from the Board as possible regarding what they expected in the ordinance. He said that he could provide the Board with planning staff's draft ordinance for them to use as a guide discussion purposes.

Mr. Jorczak asked if there was a way to use the salient points covered in previous case law to help the Board members frame the parameters. He thought that if there were a way to determine what the impacts might be in a particular zone, it could potentially save the city money in the long run in the event of a court challenge.

Chair Thomas asked if it would be possible to use a comparison chart to show the worst case scenario that could be done with individual signage, banners, temporary signs or electronic signage in a particular zone. He thought that could also help in their decision making.

Mrs. Press remembered that the City had already scheduled a workshop on signage, not just electronic changeable copy signs early in September and thought that they were hoping for some guidance on electronic changeable copy signage to incorporate into that workshop.

Chair Thomas hoped that the workshop on electronic changeable copy signage would have already occurred.

Mr. Adams said that the information provided to the Board was most helpful. He clarified with the city attorney that the electronic changeable copy area of a sign could be spelled out as a percentage of the overall sign size. He asked if, based on the case law provided, the city could regulate how often the sign text could change.

City Attorney Hayes said it could, but they had to take care not to create sub-classifications that would allow some people to change it more frequently than others, since that would be considered favoring the speech of one over the other.

Mr. Adams said that at least they could limit the change to every so many seconds and could then establish guidelines regarding whether or not the text could scroll. He thought it would be productive if they could narrow down the aspects and come to agreement on some of the criteria, even if it was to establish where they did not want the signs.

Mrs. Press said that they could also look at font size and the proportion of the text to the size of the copy area. She recalled that she had voted to recommend approval for the electronic sign at The Trails and did not think it was that bad, but restated that she was not in favor of allowing electronic changeable copy signs.

Mr. Goss suggested that staff provide a decision matrix in a Power Point presentation that addressed the issue in a progressive manner, e.g., the first slide would simply ask whether or not they supported electronic changeable copy signs. By the end, they would have identified where the signs would acceptable and identified the legal parameters of the criteria that could be written into an ordinance.

Mr. Goss agreed with Mr. Jorczak that a visual presentation would make it easier for the Board to work through the issues. He said that he did not think that by next Thursday that staff would be able to identify every type of sign allowed for every commercial business in the B-5 zoning district, particular without knowing the criteria. He said that determining whether or not they wanted that type of sign and in which zoning districts (while staying within the time, place and manner parameters) would get them to a decision.

Mr. Adams asked if they could limit the electronic changeable copy signs to businesses, such as shopping centers over 80,000 square feet of retail space, or whether it would have to include every business within a certain zoning district.

Mrs. Press felt that the configuration of the shopping centers, and whether or not the stores were visible, should be considered. She said that buildings perpendicular to the street had less visibility.

Mr. Adams responded that it was somewhat related to the size, because larger centers had more visibility.

Mrs. Behnke responded to Chair Thomas' question that the current regulations allowed a monument sign for each business, but pointed out that the text on those signs could not changed every 18 seconds.

Chair Thomas opined that it would not matter if the issue was sign size.

Mr. Adams said that one of the biggest concerns was in allowing those electronic signs to be erected one after the other, which would result in the corridor looking like Las Vegas. He said that they would see far fewer electronic signs by limiting them based on the minimum square footage of a building, and realistically, the folks that were more likely to buy such a sign.

Chair Thomas referred to the development of cluster shopping centers on Hand Avenue as indicative of development in the future, with more than one building sharing a driveway and a plethora of signage, which he said could be ugly and obtrusive. He likened the signage to the monument sign at his place of business, where the sign structure actually blocked the view of people entering and existing. He said he would favor a smaller electronic sign to advertise the numerous businesses in the complex, thus taking up less space with less clutter, yet allowing everyone to advertise in a small amount of time.

Mrs. Behnke said she could only see the name of one business when driving by, not necessarily a business in which she would be interested. She also mentioned that she had attended the meeting at which the Caffeine's mural was approved and said that it did not set a precedent for all murals, because as the mayor had explained, the approved mural was in an inner court, closed on three sides on a small back street. Only another mural in exactly the same circumstance would have to be approved to be consistent; everything else would be impossible to compare.

Mr. Thomas agreed and recalled that earlier someone had mentioned the case of the parrot mural that had to be removed. He explained that was because the parrot was an advertisement for their "Parrot" bar, and was a logo. He said that the recently approved mural was not an advertisement and was a totally different issue.

Mr. Jorczak said he thought that the planning director's suggestion of a Power Point to establish the parameters would be helpful in establishing the criteria.

Mrs. Press said that she would second that if it was a motion.

City Attorney Hayes suggested that they should set the meeting date to avoid any potential Sunshine Law violation.

The Board decided to hold the workshop at 6:00 p.m. on Monday, August 23rd.

Mr. Hayes agreed to prepare the revised ordinance to make sure it was consistent with the standards they had reviewed and to give them time to think about it. He thought that they had had a healthy discussion, which would aid them in their future deliberations.

Chair Thomas hoped that his colleagues did not take his comments personally.

Mr. Hayes said that by having the workshop on the 23rd, they could then update the City Commission for their general signage meeting to be held on September 7th.

Mr. Goss agreed with the city attorney that it would be most helpful to be given some direction and to know what the Board wanted.

The Board members agreed to a five minute recess, after which they voted unanimously by roll call to continue the meeting after 10 p.m.

E. LDC 10-128: North US 1 Rezonings – Zoning Map Amendments

Mr. Spraker said that the rezoning request stemmed from the annexation of the Ormond Crossings properties. He recalled that when Ormond Crossings was annexed into the city, the annexation included parcels located east of the railroad tracks and west of US1. He said that the Department of Community Affairs (DCA) had found the subsequent land use amendment to be not in compliance. In February, 2010, when DCA then found the amendment to be in compliance, he said, everything west of the railroad alignment was assigned the land use of Activity Center; the properties east of the RR tracks maintained their County land use

M I N U T E S
ORMOND BEACH PLANNING BOARD
WORKSHOP

August 23, 2010 7:00 PM

City Commission Chambers
22 South Beach Street
Ormond Beach, FL 32174

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, SAID PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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 IN WRITING, OR MAY CALL 677-0311 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

Members Present	Staff Present
John Adams	Randal Hayes, City Attorney
Patricia Behnke	Ric Goss, AICP, Planning Director
Al Jorczak	Steven S. Spraker, AICP, Senior Planner
Patrick Opalewski	Chris Jarrell, Recording Technician
Rita Press	
Doug Thomas	
Doug Wigley	

Workshop Item - Electronic Changeable Copy Signage

Chair Thomas asked the city attorney to initiate the discussion.

City Attorney Hayes recalled that at the last Board meeting, they had discussed the legal standards applicable to signs and the challenges faced by local governments when trying to develop sign standards, since the law recognized signage to be protected speech. He said that the Legal Department had drafted a sample ordinance for use by the Board members as a guide in discussing and developing standards for electronic signage, while also recognizing the legal danger zones. He pointed out that the draft was not an endorsement of a particular position and that the numbers utilized in the draft were arbitrary, simply to be used as a starting point.

Mr. Hayes explained that staff had taken a very conservative approach in order to avoid the legal pitfalls that had caused problems for other jurisdictions and that staff had attempted to create standards that applied equally to everyone within the zoning districts in which signs might be allowed. He said that the

draft was as generic possible and created no exceptions for local government, hospitals, educational facilities, classes or sub-classes of business. He summarized the standards that the Board could discuss (1B through 12), which dealt with time, place, manner, and types of restrictions:

1) **Location by Roadway.** The draft would permit signs along Granada Boulevard, US 1, Nova Road and/or SR A1A. Mr. Hayes explained that labeling businesses by uses would create potential legal problems; allowing the signs in certain zoning districts on the roadway from which they would be seen was a more appropriate basis that would not create any class distinctions or labels.

2) **Location by Parcels.** The draft would allow signs on sites consisting of five contiguous acres or having 200 linear feet of frontage on the designated roadways. An operational/locational standard, Mr. Hayes reiterated that the numbers were arbitrary and something the Board might want to either change or exclude.

3) **Number Allowed.** The draft would not allow more than one electronic sign per site.

4) **Setback.** The draft would require that the signs be set back a minimum of 10 feet. He said that the distance separation criteria could be regulated and was simply an arbitrary number.

5) **Distance.** The draft would allow no sign within 1,000 linear feet of a single-family residence. Although the planning director thought that the requirement was restrictive, he said, the Board could increase or reduce the arbitrary distance requirement.

6) **Sign Type.** The draft would require the electronic signs to be constructed as monument signs. A dimensional criterion, the requirement was consistent with the city's policy of encouraging monument signage with landscaping within the applicable zoning district, Mr. Hayes said.

7) **Timing.** The draft would preclude the copy from changing more than once per hour. City Attorney Hayes said that the rule would apply to everyone equally with no exceptions. He said that whether or not the Board chose to change the timing, there could be no distinctions made between classes or groups so as to not favor the speech of some over the speech of others.

8) **Text.** The draft would allow electronic changeable copy signs to display only text. City Attorney Hayes said that this was an operational standard and that it was within the purview of the Board to allow images or blinking (etc.) if they so desired

9) **Copy Color.** The draft would allow only a dark background with white letters. Mr. Hayes stated the intent of the draft ordinance was to establish the most conservative approach from which the Board could work, but reminded the members that it was within their purview to allow colors.

10) **Brightness Monitoring.** The draft would require ambient light monitors to allow the brightness level to automatically adjust for daytime and nighttime copy, Mr. Hayes advised.

11) **Maximum Brightness.** The draft established the brightness levels for electronic signs to not exceed 5,000 nits for daylight hours or 500 nits between dusk and dawn. Mr. Hayes stated that the Board was free to establish other levels if they thought them more appropriate.

12) **ECC Application Review.** The draft would require the applicant to submit the operating manual for the particular sign during the site plan review so that it could be compared to the established criteria. City Attorney Hayes said that the Site Plan Review Committee (SPRC) would have 45 days to render a final decision, a number deemed by the courts to be reasonable. He said that unless a time limit was established, the courts would determine the regulation to be a prior restraint on speech and give government officials unfettered discretion to either accept, not accept or approve a permit application.

    The draft ordinance also established an appeal process for applicants who believed they were unjustly denied a permit, Mr. Hayes stated. He said that an applicant could appeal to the Planning Director within 15 days of a denial; if unsuccessful, they could then appeal to the Special Master. He said the Special Master route operated with attorneys and retired judges who are current with the law and was chosen because of the complicated legal issues; he said that route also operated outside the political realm and the legislative appeal processes. The third level of appeal would be to the circuit court, he stated.

City Attorney Hayes thought that the operational standards would be of most interest to the Board and pointed out that the Planning staff had compiled a matrix that might complement the draft ordinance. In response to Chair Thomas, he stated that the meeting had been advertised as a workshop only. He said that in addition to being a work session, it was also a public meeting and open for public participation at the discretion of the Planning Board chairman. He explained that because it was a workshop, the Board could not take final action, i.e., vote [on a recommendation], but that the public could provide the city staff direction by letting them know what they liked and did not like; conversely, he said that staff would do their best to answer any questions. He said that if staff might have to do additional research if they were unsure of an answer to a question, but would later provide the needed information so that they could make an informed decision.

Chair Thomas stated that the Board members would first be given three minutes in which to ask any questions or guidance of the city attorney related to the draft ordinance, but asked that they limit the discussion to legal issues only. The floor would then be opened to public comment, also limited to three minutes per speaker, he said, but reminded those present that the discussion was not related to a particular sign or place of business, but rather whether or not to allow electronic changeable copy signs. He explained having the Board members speak first allowed the public to get a sense of the members' positions from the beginning.

Chair Thomas asked the Board members if they had questions of the city attorney.

Mr. Opalewski replied that the city attorney had provided sufficient legal advice.

Mr. Adams asked City Attorney Hayes if the regulations would apply to existing signage, e.g., at The Trails.

City Attorney Hayes that it would not. He said that staff would create a grandfather clause for properties with existing signs. He pointed out that some properties with existing signs were allowed those signs through the land development process, with different regulations than existed at present.

Mr. Adams asked if the Community Redevelopment Agency (the Downtown) area was excluded.

Mr. Hayes said that the matrix had been created prior to, and separately, from the ordinance. He explained that legal staff had simply drafted a conservative ordinance based, on their knowledge of the legal standards, and without creating any distinctions. He thought that there might a way to exclude the CRA, but thought that creating standards based on lot sizes might be a better way to address exclusions in the Downtown. He acknowledged that he did not know if there were any 5-acre lots in the downtown.

Mr. Adams remarked that Granada Plaza at Granada Boulevard and A1A was probably the largest site.

City Attorney Hayes was unsure whether the draft ordinance and matrix provided by planning staff would be totally consistent, but thought there would be some commonalities that could be discussed as the material was reviewed. He deferred to planning staff regarding the operational sign standards. He responded to Mr. Jorczak that he did not know how the PAC sign compared to the proposed light levels.

Mr. Jorczak explained that he wanted to compare what people had already seen with what was proposed.

City Attorney Hayes said that in trying to establish the numbers, staff had reviewed standards utilized by other jurisdictions; he did not know how they compared with the PAC sign. He reminded the Board that the ordinance would create a legal standard by which to allow the existing sign to be grandfathered. He said that if it was instead rendered nonconforming, it could remain as a perpetual use (unless not used for a period of six months or more). He clarified that the same rule would apply to electronic signs that had been permitted by a County development order prior to annexing into the city.

In response to Mrs. Behnke's inquiry, Mr. Hayes said that a sign destroyed by a natural disaster might be able to be reestablished, but it would depend on the degree of destruction suffered and the particular circumstances at the time. He added that he did not know if the light standards as defined in the draft ordinance (in nits) had ever been litigated; he said those standards were used in ordinances by other jurisdictions and were included in the draft simply to serve as a benchmark for the discussion.

Chair Thomas reminded the Board members to delay any discussion of the detailed standards until after the discussion of the legal issues was concluded.

Mrs. Press questioned that the standards presented would withstand court challenges, such as the replacing of three monument signs with only one electronic sign per property or requiring that all electronic signs be monument signs, even if replacing a pole sign.

City Attorney Hayes reiterated that anyone could, at any time, find a lawyer to file a lawsuit over anything. He reminded the Board that the best defense was not to allow electronic signs for anyone and that if they decided to allow the signs, to create non-discriminatory, content-neutral standards. He said that although he could not assure Mrs. Press that it would not be challenged, based on his review of the case law he was confident that the city would have a very good defense since the ordinance did not create any class distinctions and treated everybody equally; he said it applied the same standards across the board and was designed to regulate in terms of time, place and manner.

Mr. Hayes further explained that the draft ordinance did not take anything away, but was instead giving something not currently allowed. He said that the ordinance did not take away other forms of signage and that there were alternative means of communications (signage); the regulation provided standards for anyone who wanted electronic signage. He explained that although the current draft did not address

allowing only one electronic changeable copy sign in lieu of two existing signs, he was confident that it would be defendable, since there were other means of communication available. He opined that the draft ordinance, as presented, met legal standards.

Mr. Wigley questioned the extent of possible legal appeals.

City Attorney Hayes said that an appeal to circuit court by a writ of certiorari entitled an applicant to an appellate review of the record from the lower tribunal (the review of the Special Master, who was a practicing attorney or retired judge). The circuit court judge, he explained, would evaluate the testimony and evidence previously developed to determine whether or not it met the requirements of law (whether or not it met, complied with, or did not comply with the standards in the Code). He pointed out that it was a difficult standard to meet, but that it assured the appellant that the application would be treated fairly. He said further review would be to the 5th District Court of Appeal.

Mr. Wigley said that he did not know if the city could write an electronic changeable sign code that would not be challenged and asked Mr. Hayes how comfortable staff was that the city could survive any such challenges.

City Attorney Hayes explained that policy questions were not the purview of the Board, but instead, they could define for the City Commission the legal parameters and where they thought there might be inherent risks associated with adopting the ordinance, as well as the likelihood of success on a court challenge. He pointed out that as city attorney, he conducted a very conservative practice as reflected in the very conservative draft ordinance; he thought the ordinance treated everybody fairly without creating any discrimination. He responded that the language in the draft was developed using a hybrid approach, taking into consideration the needs of the city of Ormond Beach and that the Board needed to concentrate on the objective standards, rather than on policy issues.

Chair Thomas said that he had nothing to add, having already met with the city attorney. He opened the discussion to the Board, allowing each member three minutes for comments. He reminded the public that the Board comments would be followed by time during which they could speak, but cautioned that they would have only one three-minute opportunity.

Mr. Wigley opined that was no need to draft something that could be expected to become a legal quagmire, but did not feel that the Board should function in a defensive position either. He agreed that the major thoroughfares previously mentioned were predominately commercial and that locating the signs along Granada Boulevard, US1, Nova Road or SR A1A would be the least visually intrusive, but did not think that the majority of the citizens wanted the signs. He expressed concern with the cost of litigation if the law was later challenged and overturned and said that they only way to prevent that was not to allow the electronic signs.

Mrs. Behnke said she still needed more information in order to make a qualified decision. She worried that the stipulations would not be properly monitored and controlled; she said the data provided indicated that there were plenty of businesses that could be expected to erect electronic signs regardless of the cost, particularly if a competitor had one. She thought it would not be attractive if a property that was allowed to have three signs had one electronic sign and two monument signs.

City Attorney Hayes stated that although the draft ordinance did not address that scenario, he thought that the city might want to require the removal of the standard monument signs in exchange for an electronic sign. He reminded the Board that they were not limiting or taking away a right that did not exist and were leaving open alternative channels of communication. He commented that the current Code encouraged the replacement of nonconforming signs with ground monument signs as an incentive to eliminate certain other signs; he said that could be included as a standard.

Mrs. Behnke commended the city staff for all their work and for the information provided. She reported that the city of Orlando sign regulations required an applicant to remove four board signs in order to erect one electronic sign.

Mr. Jorczak said that most of the people with whom he had spoken were not in favor of the signs. He said that when the City Commission first directed staff to provide them with proposals to evaluate, it was because of trying to accommodate a couple of requests for electronic signs; he pointed out that they did not have the benefit of all the research at that time and wondered if the City Commission would still want to move forward with the regulations. He reported that in talking with the city attorney he learned that once enacted, the regulations would difficult to remove if it was later decided that the signs were not a good idea; he said it would involve several issues and would consume a tremendous amount of the city's time. He felt that if anything was done, it should be very limited in scope in order to determine if the result was acceptable. He thought that the city would regret allowing the electronic signs.

Mr. Adams also thanked city staff for all the information, agreed with the comments of the other members, and agreed that it might result in something no one in the city wanted. He looked forward to the public comments.

Mr. Opalewski echoed the sentiments of the other Board members, but thought they had an obligation to provide the City Commission with an ordinance, as requested.

Mr. Jorczak responded to Chair Thomas that initially, his impression was that the City Commission request was more for informational purposes, rather than as a directive because they thought it was a good idea and wanted an ordinance for electronic signage. He thought that the City Commission probably was unaware of all the issues that the research had uncovered since that time.

Chair Thomas said he had been under the impression that the City Commission had referred it to the Planning Board for a recommendation.

Mr. Wigley thought it had been referred back to the Board for further review.

In response to Chair Thomas, City Attorney Hayes explained that any regulation to be added to the Land Development Code (LDC) required a recommendation from the Planning Board prior to being heard by the City Commission and before the Commission could take action. He said that their options were to 1) recommend that a conservative ordinance be forwarded to the City Commission, 2) recommend denial, or 3) simply table it indefinitely (noting however, that the City Commission was interested in receiving the information). He said that regardless, the LDC needed to be clear as to whether or not electronic signs were allowed in the city, since both the legal staff and planning staff needed some standards with which to work.

Mr. Hayes also responded that whether or not to make a recommendation was not within his purview to advise, but reiterated that there were areas in the LDC that needed to be addressed and that the only way to do so was to move the issue forward. He said that if they chose to allow the signs on only one roadway, e.g., it would be defendable, because it was a distinction based on zoning (place) and would not disallow other means of signage communication.

Mrs. Press acknowledged that while there might be a few businesses and a church who wanted the electronic signage, there was not much enthusiasm from the Board or the community for allowing them. She felt that allowing the signs only on Granada Boulevard would be challengeable, since it was neither something easily understood, nor fair. She suggested that if the Board created standards severely restricting the use of the signage, it would inhibit their use.

Chair Thomas pointed out that the Board would be starting over using the draft provided to establish acceptable standards for the signage.

City Attorney Hayes agreed and said that some of the questions on the matrix would complement the standards in the draft ordinance. He reminded everyone that any recommendation of the Planning Board was only advisory, but would serve to move the item forward; he said the City Commission might endorse it or might decide to do something totally different. He said that the Board might also opt to recommend to the City Commission that they were not in favor of the signs, but were presenting a very conservative ordinance to them in order to move the matter forward.

Mr. Goss reminded the Board that the standards shown in the draft ordinance were arbitrary and for discussion purposes only; he said that the matrix listed the issues that needed to be addressed by the Board and for which the Board could establish standards.

Mr. Jorczak agreed and felt that would give the City Commission a much better understanding of the ramifications as a result of the legal review. He said that the Board first needed to decide what, if anything, they would allow with regard to the electronic signage and convey their rationale for that.

Mr. Hayes said that if it was the consensus of the Board at a public meeting not to allow the signs, their recommendation would proceed to the City Commission. He pointed out that the work of staff would not be over, however, because they would need to go through the same education process with the City Commission in trying to get them to develop standards without the Board's input.

Chair Thomas opened the workshop to public comment. He asked that they limit their comments of whether or not to allow electronic signage to a maximum of three minutes.

Mr. Matt Reardon, 1687 West Granada Boulevard, spoke on behalf of Calvary Christian Center. He recalled that staff had done a wonderful job of writing a sign ordinance for the City that had included electronic changeable copy signs and which had been unanimously recommended for approval by the Planning Board. He said that because there were people present at the City Commission meeting who wanted electronic copy signs not permitted by the ordinance, the Commission had pulled that part of the sign ordinance for further discussion. He recalled that the mayor and two other commissioners had then built a consensus and directed the Planning Board to present an electronic changeable copy sign ordinance that they could consider. He said that the City Commission had given a clear directive to the Planning Board to identify some specific criteria by which they could or could not abide.

Mr. Reardon said he did not how much more information they thought they needed and felt that it was time to move the issue forward. He wanted the Board to act regardless of whether or not the ordinance was conservative. He disagreed with the Board assessment that no one in the community wanted electronic copy signs, saying that they were the wave of the future. He said that the signs were more environmentally friendly, used less electricity than fluorescent bulbs, and opined that the signs with channel letters currently in use in the city were hideous. He thought that that the city might end up with a legal challenge anyway, since the city's code did not currently allow electronic signage anywhere in the city, yet noted that there was an electronic sign at the Performing Arts Center (PAC). He said that the Calvary Christian Church on West Granada Boulevard wanted an electronic sign and had offered several suggestions for allowing for such a sign, such as designating an interchange corridor to allow the signs within a certain distance from I-95, perhaps with different restrictions west of the interchange.

Mr. Reardon disagreed with Mrs. Press, saying that allowing the signage in certain zones or areas of the city would withstand a legal challenge and was appropriate, as was allowing them by sign plan, building square footage or acreage size. He thanked the Board for their efforts and urged them to forward something for the city commission to consider.

Mr. Adams asked Mr. Reardon why he and his client thought that the electronic signage would make such a difference to them. He advised that most of the people with whom he had spoken were opposed to the electronic signs, but agreed that it was time to take action.

Mr. Reardon agreed that some were opposed, but noted that few had appeared at any of the meetings to voice that opposition. He said that the new technology had not been available when they moved their 1970's sign to the current site. Although grandfathered, they felt the electronic copy sign would be more aesthetically pleasing and would better serve the needs of Calvary Christian Center by allowing for the display of service times as well as the ability to advertise upcoming events.

Mrs. Behnke asked city staff if government-owned buildings were currently entitled to electronic changeable signs.

City Attorney Hayes stated that they were not.

Mr. Spraker said that prior to the change in the LDC in March, 2010, electronic signs were allowed for planned business developments (PBD's) that exceeded 120,000 square feet and for governmental signage, which had permitted both The Trails sign and the sign at the Performing Arts Center. He said that those signs were now nonconforming because there are no standards in place. He agreed with Chair Thomas that the signage had gone before the City Commission for approval, but only for the funding not for the development approval.

There were no further audience remarks and Chair Thomas opened the meeting to Board comment.

Mr. Wigley stated that it was time to move forward on the issue, since people were awaiting some resolution. He noted that the city could invite legal action if the sign issue was tabled indefinitely. He felt that it was better for the City Commission not to pass an ordinance that they knew would be challenged.

City Attorney Hayes suggested that if the Board indeed wanted to move the item forward, they could begin by evaluating the standards in Paragraph B, Items 1-12. He thought that by discussing the pros and cons of each standard, they would provide staff with the needed information to refine the ordinance.

Chair Thomas agreed and asked if anyone wanted to add or delete anything from the list.

1) - Location by Roadway

Mr. Adams thought the list was too expansive. He agreed with having the signs near the interstate interchanges, but thought they were inappropriate in the historic areas and downtown.

Mr. Jorczak agreed but noted that overall, the Board members did not like the signs and would prefer not to have them. If they were to be allowed, however, he thought the both the number and location should initially be limited (within legal limits) as a test case.

City Attorney Hayes responded that he thought that it would be legally acceptable to have staff determine the number of signs that could be allowed in a given area.

Mrs. Behnke stated that once a business spent thousands of dollars for a sign, they would not take it down. She pointed out that businesses such as Granada Plaza (in the CRA* district) would also want electronic signage, but agreed that allowing them at the interstate area would be a better place to start. *Community Redevelopment Agency

In response to Chair Thomas, Mr. Hayes thought that planning staff could later help define the interchange area without being arbitrary by identifying the surrounding properties

Mr. Jorczak thought those properties preferred pole signage because of visibility from the interstate.

Mrs. Behnke disagreed with the comment that the North US1 businesses did not help the city, but did not want to see an excess of electronic signs in that area.

Mr. Wigley pointed out that once the signs were allowed, they could not be removed. He also noted that the price of the signs could be expected to come down substantially over time.

Mr. Adams said he had suggested the interchange areas first mentioned by Mr. Reardon, because there had been two requests at those locations: one on North US1 and the other west on SR 40.

Chair Thomas said that the property on North US1 was a considerable distance from the interchange and that although Calvary Christian was close to the interchange on SR40, the Baptist church was not. He thought that setting a distance parameter would be very difficult. He suggested that they instead look at using US 1 and only sections of Granada Boulevard, such as west of Nova Road.

Mr. Adams suggested the areas of Pearl Drive to Tymber Creek Road on SR 40 and north of Hull Road on US 1, which would include both interchange areas.

Mrs. Behnke noted those locations were not close to residential uses.

City Attorney Hayes responded to Chair Thomas, saying his staff could study whether or not they could legally defend that as the definition of an interchange.

Chair Thomas thought that defining the area US 1 north of Granada, and SR 40 west of Nova Road could be easily defined and justified and would include businesses such as the Playtex/Hawaiian Tropic facility. He did not think that using geographic lines made sense.

Mrs. Press reiterated her desire to start with something on which they could all agree.

Chair Thomas explained that the method of proceeding had been recommended by the City Attorney and staff, but would follow the consensus of the Board.

Mrs. Behnke said that they would ultimately have to deal with them all. She did not want to define distance parameters that would include residential areas, but thought that from Hull Road north was fine.

Chair Thomas thought that using Hull Road would be too restrictive, and instead suggested using Wilmette Avenue. He concurred with Mr. Opalewski that there was already a city sign at that location.

Mr. Adams agreed that not much could be built between there and Airport Road. He suggested using the river as the southern parameter and did not think that having the sign at the PAC, south of the river, was of any consequence.

Mr. Jorczak agreed.

Chair Thomas agreed that they could not vote on the issue, but could develop a consensus that they wanted to limit where the signs could go.

Mr. Goss said that they were discussing the signs because there were businesses that could not get their message out. He said that limiting the signs to parcels of a certain size would limit the number of properties that would be eligible for an electronic sign. He referenced the matrix and pointed out that limiting the signs to parcels of 30,000 square feet or more would result in the potential for less than 20 signs in the entire city of Ormond Beach. He responded to Chair Thomas' concern that they would be spread throughout the city by noting that such (shopping center) parcels tended to be located in certain zoning districts (such as the B-6 and B-7).

Chair Thomas suggested they try to develop consensus by using Mrs. Press' suggestion.

3) - Number Allowed

Mrs. Behnke asked if a property with an electronic sign could also have other signage.

City Attorney Hayes said that the ordinance would include a provision that would preclude any additional signage for properties with an electronic sign.

No one was opposed to the location of electronic changeable signs at least 10 feet from a right-of-way.

Mr. Adams asked if corner lots would also lose their monument sign on the second frontage if allowed an electronic sign. He cited the case of the plaza at Granada and Williamson Boulevards, noting that passersby on Williamson would not be able to see the signage facing Granada.

City Attorney Hayes said that the location and setback requirements would have to be consistent with the requirements within the applicable zoning district. He said that was a planning question, but suggested that the double frontage signage could perhaps be addressed through the PBD process. He thought that they could look at that as a separate issue at a later time.

Mr. Wigley clarified that the question was whether or not such a property could have an electronic sign on one frontage and retain their traditional monument sign on the other.

City Attorney Hayes reiterated that a provision for that circumstance could be included in the ordinance.

Mr. Adams and Mrs. Behnke thought it was a good idea.

Mr. Adams thought they could agree that no more than one electronic changeable copy sign shall be allowed for each property and that a second [traditional] monument sign be allowed for properties fronting on corner lots.

The Board members agreed.

4) - Setback

Chair Thomas and Mrs. Behnke thought that not allowing an electronic changeable copy sign within 1,000 feet of a single-family residence was too restrictive. Chair Thomas wanted to include language that would exclude nonconforming residences.

Mr. Opalewski questioned the distance from residential uses for the existing electronic signs, to which Mr. Spraker responded that The Trails sign was about 400 to 550 feet from residential.

Mr. Opalewski thought 500 feet might be a better distance, since it appeared to be working.

Mr. Thomas clarified with the city attorney that the distance was measured as the crow flies from the residences to the leading edge of the sign, even if it was a different street. He did not think it made sense, because 1,000 feet was behind The Trails shopping center, e.g., and the residents could not see it.

City Attorney Hayes said that they could measure it any way they wanted, as long as they understood that the criteria would have to address all properties, not just The Trails. He reminded the Board that the stated criterion was arbitrary and had been included only as a starting point; he said it could be changed and that the nonconforming residence exception could also be included.

Mrs. Press commented that visibility was the issue, not distance; Chair Thomas agreed.

Mr. Opalewski pointed out that there already were illuminated signs in the city and that if the electronic signs were static, the lighting would not be much different.

Mr. Hayes agreed that the same standard, if reasonable, could be applied since it would be consistent. Following discussion regarding the 300-foot distance for legal notification, **Mr. Hayes said that staff would test the distance for reasonableness and bring it back to the Board.**

Mr. Spraker replied to Mrs. Behnke that the maximum height for a monument sign is seven feet above the crown of the road, with the top two feet for the sign. He cautioned that the language for ground monument signs was included in the pole sign districts, and noted that a ground monument sign could be 20 feet in height. He said that they should instead use the term "monument sign" if that was the goal.

City Attorney Hayes thought the terminology needed work to make sure that the definition for monument signs was consistent with what the Board was trying to accomplish and would provide the Board with that information as well.

Chair Thomas said that the consensus was for a distance of 300 to 500 feet.

Mr. Spraker also pointed out that by enacting the legislation they could be mandating going from pole signs to ground signs in certain zoning districts, such as along SR A1A.

6) - Sign Type

The Board was in agreement with this criterion.

7) - Timing

The Board decided to skip the criterion, since it would not be a simple discussion.

8) - Text

The Board members agreed that the criterion was a good one, but wanted the word "scrolling" added to the restrictions.

9) - Copy Color

The Board consensus was for a one-color dark background and one-color lettering.

10) - Brightness Monitoring

Mrs. Behnke asked how the lighting could be monitored.

Mr. Goss explained to Mrs. Behnke that the signs came with built-in automatic dimmers to control the lighting intensity.

The Board members agreed with the criterion and said that the automatic dimmers should be required.

11) – Maximumu Brightness

Mr. Adams thought that the maximum light emanation from the electronic signs should be by foot-candle measurement of no greater than 4.3, rather than nits, and should be measured 200' from the sign.

Chair Thomas questioned the industry standard, but had no problem with Mr. Adam's statement.

Mr. Opalewski thought they could use the standard used by existing signs for the sake of consistency.

Mr. Goss had established a maximum foot-candle property line threshold (0.03), and said that the city had neither the equipment nor the training to measure the effect in nits.

Mr. Adams suggested the standard be measured by use of a foot-candle meter and that it conform to the city's current signage standards.

Mr. Spraker explained that staff had talked with four different sign contractors in doing research, who had stated that there were disadvantages in using nits, whereas the foot-candles and the foot-candle meter were relatively inexpensive; thus, the measurement 0.03 foot-candles at a distance of 200 feet. He said that the illumination did not change from daytime to nighttime, but rather, dimmed automatically. He agreed with Mr. Jorczak that the wave length of the light from an LED was different from that of an incandescent or halogen bulb, but noted that they were different technologies.

Mr. Jorczak pointed out that they had to measure the light output with the instrument appropriate for the particular technology in order to get an accurate reading.

The Board consensus was for the criterion with the changes as recommended by Mr. Adams.

12) - ECC Application Review

The Board concurred with the Items 12 -17, as provided by the city attorney.

8) - Text, Revisited

Mrs. Press pointed out that Criterion 8 did not include language to prohibit the use of graphics.

The Board agreed that they did not want pictures and in response to Mr. Adams inquiry regarding logos, agreed that they wanted to limit the signs to text only.

Mrs. Press again expressed concern with the size of the font and the percentage of a sign that could be used for text.

In response to Chair Thomas, who said he needed visual examples, City Attorney Hayes said that those things could be included in a re-draft.

Mrs. Press referenced the PAC sign, saying that it was not readable when first established. She said it was constantly moving and the letters were too large to allow more than one or two words. She opined that if applying now, The Trails would most likely want a larger sign.

Chair Thomas recalled a conversation with Robert Carolin (Leisure Services Director) who said that the initial setup took some time, but pointed out that the problems had been corrected since that time. He agreed with Mrs. Press that the sign at The Trails was much smaller than the sign at the PAC, but pointed out that it had been the first, part electronic copy sign and part monument sign. He thought the sign at the PAC was more attractive.

7) - Timing

Chair Thomas pointed out that in the recent past, the planned business development (PBD) had been utilized to allow multiple businesses in one development. He said that if the electronic signage allowed at these locations were limited to only one change per hour, some businesses could conceivably be without advertising during business hours.

Mrs. Behnke said that The Trails shopping center was managing with changing their sign only once every 12 hours.

Chair Thomas thought if they had it to do again, they might not agree to that condition. He said that if the city was going to allow electronic signs, they would be doing it to help the business community generate more business and added that he did not think one change per hour was reasonable.

Mr. Wigley thought that the owners might rotate the advertising slots for their businesses so that everyone got maximum exposure and thought that other Board members would agree that once per hour was too much. He said that was an issue between the owner and the lessees and did not think the Board should be involved in that aspect.

Chair Thomas felt the Board was already regulating it by limiting the change to once per hour. He strongly disagreed that once per house was too much and said that anyone owning a business knew it was not enough. He reminded the Board that the applicant on North US 1 had already lost one tenant as a result of the lack of signage.

Mr. Wigley pointed out that some owners only allowed their tenants to advertise on the property signage if that right had been included in their lease.

Mrs. Behnke added that the right to advertise sometimes had to be purchased.

The Board consensus was to limit the text change to once per hour.

2) – Location by Parcels

Mr. Wigley asked how many commercially-zoned parcels were five acres or greater.

Mrs. Behnke thought that separation by linear footage would keep the signs from being right on top of one another.

Chair Thomas agreed and pointed out that a 5-acre parcel might have only 200 feet of frontage. He said that limiting the signs by parcel size would exclude smaller churches.

Mrs. Press said that it was a difficult question and one for which she had no answer.

Mr. Opalewski concurred. He thought the language "per property owner" was only fair.

City Attorney Hayes responded to Mr. Opalewski that ultimately it was a question of how restrictive or how broad they wanted the standards; he restated that the intent [of the draft ordinance] was to avoid the pitfalls of labeling, classifications and class distinctions. He said that therefore, the designation of roadways and lots by size was employed because they were typically enforceable regulations. He said that they could, if they so desired, allow the standards on any property along the designated roadways.

Mr. Opalewski thought that the linear front footage made more sense.

Mr. Adams agreed that a limitation of one per 200 linear feet would prevent electronic signs from being stacked and would eliminate the need for the 5-acre restriction.

Mrs. Behnke pointed out that the matrix identified 241 lots with a lot frontage of 200 or more feet.

Mr. Spraker answered Chair Thomas that parcels shown on the matrix as having 100+ feet of frontage would include any lots having frontage up to 200+ feet of frontage. He reminded the Board that the matrix had been developed independently of the ordinance and did not account for the roadways along which the Board might want to locate the signs. He said that it could be re-analyzed to show the maximum potential sites under the revised draft ordinance.

Chair Thomas acknowledged the Board's concern with having many electronic signs next to each other, but said that it would not happen, since the properties were in different zoning categories. He felt that the Board would not recommend the electronic signs on each of the streets listed.

Mr. Wigley noted that there were eight houses of worship between Nova and I-95, as well as the South Forty Shopping Center, Ormond Towne Square, Lowe's and several banks.

City Attorney Hayes suggested that the city staff take another look at this criterion, since the Board seemed to feel it was too restrictive, but was not sure what was appropriate. He said if they want to use roadways as the basis, they could present the re-draft in relationship to that.

Chair Thomas agreed that the consensus was to eliminate the 5-acre standard, but said that they were unsure whether or not the 200-foot threshold was too much or too little.

Mr. Jorczak said that they needed to recognize that if the employed roadways to set the standards, the Board would likely be concentrating the signs in one area. Although the density was increased, he said, it would also be isolated to those areas of the city. Mr. Jorczak agreed with Chair Thomas that the effect would be lessened if spread out, but thought that they should isolate the signs in one area as a method of control and could then decide whether to utilize linear feet of frontage or property square footage. He noted that electronic signs were becoming more prevalent in the surrounding areas.

Chair Thomas thought that the signs should be limited to the commercial areas of North US 1 (north of Wilmette, for example) or along Granada Boulevard (west of Nova Road or Clyde Morris Boulevard). He responded to Mrs. Behnke that limiting the location would inundate the area, but pointed out that they did not want the electronic signs along Atlantic Avenue. He likened the situation to the NIMBY

(Not In My Backyard) approach. He thought that the City Commission would adopt some regulations and said that he did not believe that they would prohibit houses of worship from having electronic signs.

Mr. Opalewski said that perhaps they needed to think about who the end users might be.

Mr. Hayes cautioned the Board to refrain from creating distinctions, which could be troublesome.

Mrs. Press said that the Planning Board represented the people of Ormond Beach and were not a rubber stamp. She felt that the people in the community did not want the signs and that the Board action should reflect that. She recalled that the city commission directive had not been unanimous and that the Board should make it clear that the regulations were restrictive and that the ordinance they recommended was the best they could come up with, even though they were not in favor of the signs. She reported that she had received telephone calls from everyone in her zone and that only two had been in favor of the signs.

Mr. Thomas thought that the people with whom Mrs. Press was acquainted might not like the signs, but that the people in the business community with whom he was acquainted did want the electronic signs. He said that he had not received any phone calls about the signs. He agreed with Mrs. Press that because the issue would go to public hearings, the public would have an opportunity to attend and make their wishes known and that anyone strongly opposed to the signs would attend.

Mr. Jorczak said that they should proceed cautiously, not only because it would be a long-term program and would be hard to rein in once established, but also because the technology would continue to improve and could be expected to be quite different in ten years.

Mrs. Press agreed and said she was afraid that the City Commission had been moving too quickly and without all the necessary information. She thought that the issue was complicated and that the repercussions could be considerable; therefore the Board should proceed very slowly, she said.

Chair Thomas recalled that since they began dealing with electronic signage in December, 2008, there had been no public outcry against the signs. He said people would have attended the past meetings *en masse* if there had been a lot of opposition to the electronic signage.

Mrs. Press responded that people had not attended in the past because they had not known about the meetings regarding electronic signage. She added that people were generally busy with their own lives and expected their elected and appointed officials to look out for their best interests.

Mr. Jorczak stated that the Board should take as much time as was needed to address the issue because of the implications and the difficulty in getting rid of the regulations if they made the wrong decision.

Mr. Opalewski felt that the Board needed to move something forward to the City Commission, since it was their decision to make.

City Attorney Hayes summarized that staff would provide more information for Criteria #2 in the re-drafted ordinance.

#1) – Location by Roadway

Mr. Jorczak thought that Criteria #1 was a matter of density; Mr. Adams disagreed.

City Attorney Hayes suggested looking at the criteria in terms of property owners in order to avoid classification. He said the signage was not for businesses or for houses of worship, but was for property owners within certain zoning districts or along certain roadways. He asked them to focus on the which roadways they wanted to exclude, if any, and/or distance criteria in order to be able to address the remaining two categories.

In response to the city attorney's inquiry, several Board members expressed opposition to electronic signs along certain sections of Granada Boulevard. **After discussion of the characteristics of the different segments of Granada Boulevard, the Board agreed to limit the signs to the commercial areas of SR40 from Clyde Morris Boulevard west.**

The Board also discussed the North US 1 corridor and decided upon the commercial area north of the intersection with North Nova Road.

City Attorney Hayes questioned the parameters, if any, for Granada Boulevard, west of the I-95 interchange. The initial consensus was for the area to terminate at the intersection with Tymber Creek Road.

(In response to Mr. Jorczak's inquiry, Mr. Spraker said that Daytona Beach planned some commercial property on west SR 40, but that it would include a 50-foot scenic setback.)

Mr. Adams pointed out that there were at least three churches located west of Tymber Creek Road.

Mr. Hayes asked if there was a reason that they needed to establish a limit on West Granada. He pointed out that the city would have no control over what the commercial uses in Daytona might do.

Mr. Spraker agreed that there were some scattered commercially-zoned properties on West Granada, and reminded the Board that staff could do an analysis based on lot frontage and/or acreage along West Granada from Tymber Creek Road, giving them a basis for their decision.

Mr. Spraker responded to Mr. Wigley by recalling that the issue began as a discussion item before the Planning Board and that standards had been included in an LDC amendment to the city's sign standards. The Planning Board had recommended approval and the item was forwarded to the City Commission for action, he said. He remembered that during the City Commission meeting, the representative of a house of worship indicated their desire to be included and the electronic sign standards were then extracted from the amendment for further review and analysis.

Mr. Wigley stated that he was not opposed to churches, but pointed out there were at least 12 churches along West Granada, all of whom would potentially want electronic signs, not including the businesses along that route.

Mr. Spraker advised that staff would return with analysis that would help the Board identify and define the standards they wished to use.

Chair Thomas asked that the analysis include the distance measurements in mileage from a) from Nova to the interstate in the North US1 corridor, and b) from Clyde Morris Boulevard to the interstate along West Granada. He pointed out that there were two houses of worship east of the intersection with Clyde Morris Boulevard.

In reply to Mr. Wigley's concern that houses of worship were sometimes located in shopping centers, Chair Thomas noted that the center would be allowed only the signage allowed by their approval.

Following discussion regarding commercial uses along North US 1, City Attorney Hayes again asked the Board to focus not on uses, but on the linear footage and parcel size standards. He acknowledged that it was difficult to separate the uses from the points of reference, but reminded the members that the transcription of the meeting would be a part of the public record. He agreed with Chair Thomas that secondary impacts to residential were an important factor and an appropriate consideration, but stated that he did not want the Board members to discuss business classifications.

In discussing the distance parameter as it related to residential uses off of North US1, Mr. Spraker explained that the measurement was intended for the single-family lot, not to the areas under the ownership of the homeowners' associations.

The Board consensus was stated to exclude SR A1A (Atlantic Avenue) from eligibility and decided to postpone a decision regarding Nova Road until staff was able to analyze the properties along that roadway.

Mr. Jorczak and Mr. Wigley were not in favor of allowing the signs along Nova Road.

Mr. Spraker, in response to Chair Thomas, explained that the cemetery on Nova Road was zoned as B-1; he noted that it had tremendous frontage and depth.

Chair Thomas pointed out that there were already two electronic message boards on Nova Road: The Trails sign and billboard. He added that there was another electronic sign on Nova Road, just south of the city limits, and said he did not have as much as a problem with including Nova Road as did Mr. Jorczak.

Mrs. Press wanted the additional information regarding Nova Road properties that had been offered by staff before making a decision.

Chair Thomas stated that he was also not opposed, as were others, to allowing the signs along Atlantic Avenue. He thought the signs should be spread out around the city.

Mr. Wigley questioned whether any thought had been given to allowing electronic signs along the commercial areas of Hand Avenue.

Mr. Spraker said that the businesses along Hand Avenue were primarily office development, with a smaller percentage (20%) of retail. He confirmed for Mr. Wigley that the largest undeveloped parcel was owned by Tomoka Christian Church and had been approved for a house of worship.

Chair Thomas said he wanted staff to look at that area also, because he considered most of the development along Hand Avenue to be commercial.

Mr. Wigley thought that since part of the Board's role was to help business, they should reconsider allowing electronic signs along SR A1A. He said some of the hotels were hurting financially.

City Attorney Hayes advised that there had to be a basis for allowing a different standard of measurement for signs along SR A1A, which meant additional study in that area.

Chair Thomas stated that if they were going to consider including Nova Road, they should consider Atlantic Avenue as well, but pointed out that did not mean they were going to add those thoroughfares.

Mr. Spraker explained that SR A1A was zoned B-6, which allowed both transient lodging and single-family homes; he thought that would an issue in assigning standards.

Chair Thomas opined that the electronic monument signs would be nicer than the existing pole signs. He felt that the single-family homes used as rentals should be considered as commercial.

Public Comment

Mr. Antonio Amaral, representing Amaral Plaza, 1360-1370 North US1, stated that font size would be dictated by the size of the sign, a problem that would solve itself. He said that by limiting the electronic signs to fixed text, the signs would not be as distracting; therefore, the need to limit the text change to one time per hour was moot. He thought the actions of the Board at the meeting showed progress and hoped that it continued, since he felt some resolution of the issue was needed.

Mr. John Bandorf, 18 Village Drive, expressed concern with the appeal process and thought that the City would be abdicating their responsibility to judges and lawyers. He said that they courts did not represent the public; the elected city officials did.

Mr. Wigley explained that the Special Master would review the city's order by means of an appeal.

Mr. Bandorf questioned the process for the appeal of regular sign issues and asked if that process was different. He felt that the regulation would circumvent the job the Board was appointed to do and was, by nature, a change in the process for appeals.

Chair Thomas explained that the Planning Board was only advisory and only made recommendations to the City Commission, the elected body that made the decisions and established city regulations.

Mr. Bandorf apologized if the appeal being established for electronic signs was the same for traditional signs, but stated that if it was different, they were in the wrong.

City Attorney Hayes stated that city staff would look at the appeal process for other signs and other appeal routes, but said he liked to use that route for those procedural issues that related to project applications. He said he liked to use lawyers and judges for the review of local legislation, since they are trained to apply the law as written. Although he did not know whether his review would change the process in the draft ordinance, he would see if there was a distinction to be made and would advise the Board.

Chair Thomas asked how the Planning Board could recommend denial of an electronic sign that met all the guidelines, given the proposed language in the ordinance that would allow property owner appeals.

Mr. Hayes explained that the signage would be reviewed by the SPRC (Site Plan Review Committee), who was charged with applying the criteria in the ordinance to the sign application. He said they would be obligated to approve the application if it met all the standards; if not, the SPRC could deny the permit. He clarified that some things had appeal routes that were different; e.g., some would go first to the Chief Building Official, then on to circuit court. He added that if an application met the criteria and was turned down, it would then go before the Special Master, who could look at the standards and order staff to issue the permit if the denial was in error. He explained that the judicial appeal route de-politicized the process.

Chair Thomas questioned how the SPRC could turn down something that the City Commission would eventually approve.

Mr. Wigley gave an example of an application that was denied by the SPRC because of a slight shortcoming in a requirement; an applicant could then appeal the decision. He thought that every denial of an electronic changeable sign would most likely be appealed.

City Attorney Hayes further explained that government officials had to apply the standards in the adopted Code regulations. He said that if they did not, for whatever reason, the property owner had to have an avenue of relief, which in this instance, was the due process route called an appeal. He said that since the judicial system was the ultimate protector of citizens' rights, they were the last body that one would expect to be prejudiced. Elected officials, he continued, were the most vulnerable because they were the ones most apt to be pressured politically. **He reiterated that staff would compare the appeal route with other appeal standards in the LDC.**

Ms. Kimberly Bandorf, 18 Village Drive, thought that the city attorney's comments were hogwash. She opined that the lawyers were just as political as was the Board. She stated that they needed electronic signs, which she called the wave of the future. She thanked the Board for their efforts, but said she thought that they had a long way to go.

Ms. Bandorf said that the electronic signs on North US1 were more aesthetically pleasing than most of the existing signage near the interchange. She thought the residents in the area would be pleased to see the signs upgraded and also thought it would be a good thing for the businesses in the area. She stated that she did not understand the problem, particularly since not everyone could afford such an expensive sign. She pointed out that the signs could also be commandeered to disseminate information in emergency situations, a benefit to the city that the city would neither have to pay for nor maintain.

The Planning Board recessed for five minutes.

Mr. Jorczak suggested that if Planning staff was prepared to do so, the Board could discuss the issue further at the next meeting or at a workshop.

Mr. Goss said he preferred a workshop session that could be devoted solely to electronic signage.

The Board decided to wait until the September meeting of the Board to set a date.

In response to Mr. Jorczak, Mr. Goss confirmed that the Form Based Code would be heard by the Planning Board, following another meeting with Ormond MainStreet on August 31st.

I. ADJOURNMENT

The meeting was adjourned 9:05 p.m.

Respectfully submitted,

Ric Goss, AICP, Planning Director

ATTEST:

Doug Thomas, Chair

Minutes transcribed by Betty Ruger

Exhibit E

Site analysis as presented at 09.28.2010

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Additional analysis: Hand Avenue and U.S. 1 from Wilmette Avenue to Nova Road

CITY OF ORMOND BEACH

FLORIDA

PLANNING

MEMORANDUM

TO: Planning Board Members

FROM: Steven Spraker, AICP, Senior Planner

DATE: September 22, 2010

SUBJECT: Planning Board Workshop –September 28, 2010

Please find attached an analysis relating to the August 23, 2010 Planning Board workshop focusing on the following issues:

1. Potential roadways to allow Electronic Changeable Copy (ECC) signage.
2. Number of properties with a minimum of 200' of lot frontage.
3. Number of properties that are 300' and 500' away from residential uses.
4. Parcel sizes by roadway corridor.
5. Additional potential criteria for consideration, such a building size and multi-tenant or use properties.

There are a number of potential combinations of the criteria listed above. In reviewing the data, staff was mindful of the reasons for the investigation of the use of ECC signs, which include:

1. To provide signage for multi-tenant or multi-use buildings that cannot locate all the tenants on tenant panel signs.
2. To provide signage for those buildings that has large setbacks from the right-of-way and may have limited signage.
3. To provide a better aesthetic look for businesses other than multiple tenant panels that can be hard to read.

Staff analyzed the following corridors:

1. Granada Boulevard, from Clyde Morris Boulevard to Breakaway Trails.
2. US1, from Nova Road to Flagler County line.
3. South Atlantic Avenue, from Granada Boulevard to south City limits.
4. Nova Road, from North US1 to south City limits.

Based on the attached analysis, staff would recommend the following criteria for ECC signage:

1. **Potential Roadways for ECC:**
    a. Granada Boulevard, from Clyde Morris Boulevard to Breakaway Trails.
    b. US1, from Nova Road to Flagler County line.
    c. Nova Road, from North US1 to south City limits.
2. **Minimum lot frontage:** 200 feet.
3. **Minimum distance from residential uses:** 300 feet.
4. **Minimum parcel size:** 3 acres.
5. **Additional ECC criteria:** Only for multi-tenant occupancy.

Number of properties that meet the recommended criteria

Roadway	**Granada Boulevard** (Clyde Morris Boulevard to Breakaway Trails)	**US1** (Nova Road to Flagler County line)	**Nova Road** (North US1 to south City limits)
200' lot frontage	66	92	44
300' from residential uses	42	88	27
Parcel size of at least 3 acres	16	50	13
Multi-tenant	**11**	**9**	**6**

There are currently 26 properties that would meet the criteria listed above.

Attachments:

ECC Sign Roadway Corridor Analysis

ECC Sign Roadway Corridor Analysis

Analysis of the following roadways: (Item I.(b).1 of August 23rd draft revision)

A. Granada Boulevard: Clyde Morris Boulevard to Breakaway Trails;

B. US1: Nova Road to Flagler County line

C. South Atlantic Avenue: Granada Boulevard to south City limits

D. Nova Road: US1 to south City limits

Electronic Changeable Copy Sign Criteria:

1) Minimum of 200' of lot frontage. (Item I.(b).2 of August 23rd draft revision)

2) Distance from the sign to conforming residential uses – using 300' and 500' distance separation. (Item I.(b).5 of August 23rd draft revision)

3) Analysis of parcel sizes. (Item I.(b).2 of August 23rd draft revision)

4) Optional criteria, building square footage and multi-tenant or use. (additional criteria not previous reviewed)

Notes:

- Parcel size and square footage obtained from Volusia County Property Appraiser and City GIS (Looking Glass program).
- Distance from residential measure by the City GIS (Looking Glass program).
- Final determination of parcel size, building square footage, multi-tenant use and distance from residential is required to be determined by site survey.

Granada Boulevard from Clyde Morris Boulevard to Breakaway Trails

300' away from residential

	Total number of lots/parcels:			76
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			66
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			42
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			9
	1 acre to 1.99 acres:			14
	2 to 2.99 acres:			3
	3 or more acres:			16
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**2**	**0**
	1 acre to 1.99 acres:	**1**	**3**	**1**
	2 to 2.99 acres:	**2**	**1**	**1**
	3 or more acres:	**9**	**11**	**9**
	Total:	**12**	**17**	**11**

500' away from residential

	Total number of lots/parcels:			76
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			66
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			27
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			7
	1 acre to 1.99 acres:			9
	2 to 2.99 acres:			3
	3 or more acres:			8
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**2**	**0**
	1 acre to 1.99 acres:	**0**	**0**	**0**
	2 to 2.99 acres:	**1**	**0**	**0**
	3 or more acres:	**4**	**5**	**4**
	Total:	**5**	**7**	**4**

The criteria for Electronic Changeable Copy (ECC) signage was based on the discussion at the August 23rd Planning Board workshop meeting. The first criterion is the number of parcels that have a minimum of 200' of lot frontage. There are 66 parcels that have 200' of lot frontage.

The second criterion applies to those properties that are at least 300' from any conforming residential use. Along Granada Boulevard, from Clyde Morris Boulevard to Breakaway Trails there are 42 properties that meet these two criteria. Staff also analyzed a distance from residential uses of 500' which reduced the total number of eligible properties to 27.

The third criterion applies a minimum lot size to the properties that have a minimum lot frontage and distance away from residential uses. Utilizing the 300' distance standard away from residential uses, there are 9 properties that have less than 1 acre of total lot area, 14 properties that have between 1 and 1.99 acres, 3 properties that have 2 to 2.99 acres, and 16 properties that have 3 or more acres. Utilizing the 500' standard away from residential use, there are 7 properties that have less than 1 acre of total lot area, 9 properties that have between 1 and 1.99 acres, 3 properties that have 2 to 2.99 acres, and 8 properties that have 3 or more acres. The Planning Board did not establish a minimum lot size at the August 23rd workshop.

The fourth potential criterion applies two more restrictions. It is the Board's decision to apply both, one or neither of the criteria analyzed. The first restriction is the size of the building on the properties. One option is to restrict ECC signs to those properties which have larger building sizes. Staff used a criterion of buildings over 10,000 square feet, although the Board can select an alternative square footage threshold. Using the 300' residential standard, there are 12 properties that are over 10,000 square feet. Using the 500' residential standard, there are 5 properties that are over 10,000 square feet.

Another potential restriction is to limit ECC signs to properties that are multi-tenant (different units in a shopping center or office complex) or multi-use (such as a Church with a daycare or school). There are 17 multi-tenant or multi-use properties in this corridor using the 300' residential distance standard and 7 using the 500' residential distance standard. A final criterion could require a property be both over 10,000 square feet and multi-tenant or multi-use. There are 11 properties along the corridor using the 300' residential distance standard and 4 using the 500' residential distance standard.

Summary Points:

1. This corridor is a Gateway/Greenbelt corridor requiring only monument signs.
2. Granada Boulevard west of Clyde Morris Boulevard is an office and commercial land use corridor.
3. The properties are generally larger in size and the residential uses are limited west of Williamson Boulevard to Tymber Creek Road where commercial and interchange uses exist.

US1: From Nova Road to Flagler County Line

300' away from residential

	Total number of lots/parcels:			136
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			92
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			88
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			4
	1 acre to 1.99 acres:			19
	2 to 2.99 acres:			15
	3 or more acres:			50
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**0**	**0**
	1 acre to 1.99 acres:	**3**	**4**	**3**
	2 to 2.99 acres:	**1**	**1**	**1**
	3 or more acres:	**21**	**9**	**9**
	Total:	**25**	**14**	**13**

500' away from residential

	Total number of lots/parcels:			136
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			92
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			73
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			4
	1 acre to 1.99 acres:			10
	2 to 2.99 acres:			11
	3 or more acres:			48
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**0**	**0**
	1 acre to 1.99 acres:	**2**	**2**	**2**
	2 to 2.99 acres:	**1**	**1**	**1**
	3 or more acres:	**20**	**8**	**8**
	Total:	**23**	**11**	**11**

US1: From Nova Road to Flagler County Line

The criteria for Electronic Changeable Copy (ECC) signage was based on the discussion at the August 23rd Planning Board workshop meeting. The first criterion is the number of parcels that have a minimum of 200' of lot frontage. There are 92 parcels of a total of 136 parcels that have 200' of lot frontage.

The second criterion applies to those properties that are at least 300' from any conforming residential use. Along US1, from Nova Road to the Flagler County line, there are 88 properties that meet these two criteria. Staff also analyzed a distance from residential uses of 500' which reduced the total number of eligible properties to 73.

The third criterion applies a minimum lot size to the properties that have a minimum lot frontage and distance away from residential uses. Utilizing the 300' standard away from residential use, there are 4 properties that have less than 1 acre of total lot area, 19 properties that have between 1 and 1.99 acres, 15 properties that have 2 to 2.99 acres, and 50 properties that have 3 or more acres. Utilizing the 500' standard away from residential use, there are 4 properties that have less than 1 acre of total lot area, 10 properties that have between 1 and 1.99 acres, 11 properties that have 2 to 2.99 acres, and 48 properties that have 3 or more acres. The Planning Board did not establish a minimum lot size at the August 23rd workshop.

The fourth potential criterion applies two more restrictions. It is the Board's decision to apply both, one or neither of the criteria analyzed The first restriction is the size of the building on the properties. One option is to restrict ECC signs to those properties which have larger building sizes. Staff used a criterion of buildings over 10,000 square feet, although the Board can select an alternative square footage threshold. Using the 300' residential standard, there are 25 properties that are over 10,000 square feet. Using the 500' residential standard, there are 23 properties that are over 10,000 square feet.

Other potential criteria are properties that are multi-tenant (different units in a shopping center or office complex) or multi-use (such as a Church with a daycare or school). There are 14 multi-tenant or multi-use properties in this corridor using the 300' residential standard and 11 using the 500' residential distance standard. A final criterion could require a property be both over 10,000 square feet and multi-tenant or multi-use. There are 13 properties that meet this criterion using the 300' residential standard and 11 using the 500' residential distance standard.

Summary Points:

1. The US1 corridor is a Gateway/Greenbelt corridor requiring only monument signs.
2. There are a number of larger parcels (65 over 2 acres in size) in this corridor. Some of these are vacant and can be subdivided into additional parcels with 200' of lot frontage.
3. A majority of properties are not within 300' of residential uses.
4. A number of properties in this corridor are located in unincorporated Volusia County. Of 88 eligible properties for ECC signage, 55 are in Volusia County and 33 are in the City.

South Atlantic Avenue: Granada Boulevard to South City limits

300' away from residential

	Total number of lots/parcels:			**106**
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			**25**
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			**14**
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			**1**
	1 acre to 1.99 acres:			**3**
	2 to 2.99 acres:			**7**
	3 or more acres:			**3**
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**0**	**0**
	1 acre to 1.99 acres:	**3**	**0**	**0**
	2 to 2.99 acres:	**4**	**1**	**1**
	3 or more acres:	**2**	**0**	**0**
	Total:	**9**	**1**	**1**

500' away from residential

	Total number of lots/parcels:			**106**
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			**25**
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			**7**
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			**0**
	1 acre to 1.99 acres:			**2**
	2 to 2.99 acres:			**4**
	3 or more acres:			**1**
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**0**	**0**
	1 acre to 1.99 acres:	**2**	**0**	**0**
	2 to 2.99 acres:	**3**	**0**	**0**
	3 or more acres:	**1**	**0**	**0**
	Total:	**6**	**0**	**0**

South Atlantic Avenue: Granada Boulevard to South City limits

The Planning Board elected not to include the South Atlantic Avenue in the list of eligible roadways for ECC signs. Several members did express an interest to look at this corridor, so it is provided as an informational item. The first criterion is the number of parcels that have a minimum of 200' of lot frontage. There are 25 parcels of a total of 106 parcels that have 200' of lot frontage.

The second criterion applies to those properties that are at least 300' from any conforming residential use. Along South Atlantic Avenue, from Granada Boulevard to the south City limits, there are 14 properties that meet these two criteria. Staff also analyzed a distance from residential uses of 500' which reduced the total number of eligible properties to 7.

The third criterion applies a minimum lot size to the properties that have a minimum lot frontage and distance away from residential uses. Utilizing the 300' standard away from residential use, there is one property that have less than 1 acre of total lot area, 3 properties that have between 1 and 1.99 acres, 7 properties that have 2 to 2.99 acres, and 3 properties that have 3 or more acres. Utilizing the 500' standard away from residential use, there are no properties that have less than 1 acre of total lot area, 2 properties that have between 1 and 1.99 acres, 4 properties that have 2 to 2.99 acres, and 1 property that have 3 or more acres. The Planning Board did not establish a minimum lot size at the August 23rd workshop.

The fourth potential criterion applies two more restrictions. It is the Board's decision to apply both, one or neither of the criteria analyzed The first restriction is the size of the building on the properties. One option is to restrict ECC signs to those properties which have larger building sizes. Staff used a criterion of buildings over 10,000 square feet, although the Board can select an alternative square footage threshold. Using the 300' residential standard, there are 9 properties that are over 10,000 square feet. Using the 500' residential standard, there are 6 properties that are over 10,000 square feet.

Other potential criteria are properties that are multi-tenant (different units in a shopping center or office complex) or multi-use (such as a Church with a daycare or school). There is one multi-tenant or multi-use property in this corridor using the 300' residential standard and no properties using the 500' residential distance standard. A final criterion could require a property be both over 10,000 square feet and multi-tenant or multi-use. There is one property that meets this criterion using the 300' residential standard and no properties using the 500' residential distance standard.

Summary Points:

1. There are a limited number of properties that are 200' in width (25 out of 106).
2. The 300' residential distance requirement standard eliminates a majority of commercial properties. The lot depth along most of SRA1A is less than 300'. The B-6 zoning distance allows single-family residences, transient lodging, and condominiums.
3. Properties along South Atlantic Avenue are permitted to have pole signs which allow more square footage than monument signs.
4. The direction of the Planning Board was not to include this corridor for ECC signs.

Nova Road: US1 to South City limits

300' away from residential

	Total number of lots/parcels:			89
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			44
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			27
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			2
	1 acre to 1.99 acres:			6
	2 to 2.99 acres:			6
	3 or more acres:			13
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**0**	**0**
	1 acre to 1.99 acres:	**1**	**2**	**1**
	2 to 2.99 acres:	**3**	**3**	**3**
	3 or more acres:	**11**	**6**	**6**
	Total:	**15**	**11**	**10**

500' away from residential

	Total number of lots/parcels:			89
Criteria 1	Number of lots/parcel with a minimum lot width of 200':			44
Criteria 2	Number of lots/parcels that are or have a portion of the lot further than 300' from a residential use – any part of the lot line, as measured by a radius:			18
Criteria 3	Size of the lots/parcels that meet criteria 2			
	Less than 1 acre:			1
	1 acre to 1.99 acres:			4
	2 to 2.99 acres:			2
	3 or more acres:			11
Criteria 4	A: Building over 10,000 square feet. B: Multi Tenant or Multi Use.	**A Only**	**B Only**	**A & B**
	Less than 1 acre:	**0**	**0**	**0**
	1 acre to 1.99 acres:	**0**	**1**	**0**
	2 to 2.99 acres:	**1**	**0**	**0**
	3 or more acres:	**9**	**4**	**4**
	Total:	**10**	**5**	**4**

Nova Road: US1 to South City limits

At the August 23rd Planning Board workshop there was discussion regarding the Nova Road corridor. Board members desired additional information of the characteristics of the corridor. The first criterion for ECC eligibility is the number of parcels that have a minimum of 200' of lot frontage. There are 44 parcels of a total of 89 parcels that have 200' of lot frontage for this corridor.

The second criterion applies to those properties that are at least 300' from any conforming residential use. Along Nova Road, from US1 to the south City limits, there are 27 properties that meet these two criteria. Staff also analyzed a distance from residential uses of 500' which reduced the total number of eligible properties to 18.

The third criterion applies a minimum lot size to the properties that have a minimum lot frontage and distance away from residential uses. Utilizing the 300' standard away from residential use, there are 2 properties that have less than 1 acre of total lot area, 6 properties that have between 1 and 1.99 acres, 6 properties that have 2 to 2.99 acres, and 13 properties that have 3 or more acres. Utilizing the 500' standard away from residential use, there is one property that has less than 1 acre of total lot area, 4 properties that have between 1 and 1.99 acres, 2 properties that have 2 to 2.99 acres and 11 properties that have 3 or more acres. The Planning Board did not establish a minimum lot size at the August 23rd workshop.

The fourth potential criterion applies two more restrictions. It is the Board's decision to apply both, one or neither of the criteria analyzed. The first restriction is the size of the building on the properties. One option is to restrict ECC signs to those properties which have larger building sizes. Staff used a criterion of buildings over 10,000 square feet, although the Board can select an alternative square footage threshold. Using the 300' residential standard, there are 15 properties that are over 10,000 square feet. Using the 500' residential standard, there are 10 properties that are over 10,000 square feet.

Other potential criteria are properties that are multi-tenant (different units in a shopping center or office complex) or multi-use (such as a Church with a daycare or school). There are 11 multi-tenant or multi-use properties in this corridor using the 300' residential standard and 5 properties using the 500' residential distance standard. A final criterion could require a property be both over 10,000 square feet and multi-tenant or multi-use. There is 10 properties that meet this criterion using the 300' residential standard and 4 properties using the 500' residential distance standard.

Summary Points:

1. Properties along Nova Road are permitted to have pole signs which allow more square footage than monument signs.
2. There are residential areas directly behind the commercial zoning which eliminates a number of properties ability to utilize ECC signage.
3. Nova Road is a commercial corridor with large commercial centers such as the Trails and Tomoka Plaza shopping centers, smaller commercial centers such as Capital Plaza and Nova Ace, and with multi-tenant office buildings.

Exhibit F

Correspondence received regarding ECC signage

Spraker, Steven

From: Spraker, Steven
Sent: Friday, May 21, 2010 2:10 PM
To: 'mlahue@cfl.rr.com'
Cc: Ruger, Betty; Roeper, Denise
Subject: RE: Online Form Submittal: Report a Concern

Ms. LaHue:

Thank you for your e-mail regarding the discussion on electronic changeable copy signage. I will provide your e-mail in the agenda packet that goes before the City Commission and Planning Board. Below are the tentative dates that the item is scheduled to be reviewed:

Planning Board: June 10, 2010
City Commission (1st Reading): July 20, 2010
City Commission (2nd reading): August 4, 2010

All of these meetings are public meetings starting at 7pm in the City Hall Commission Chambers, where there will be an opportunity to speak regarding the potential Land Development Code amendment.

If you wish to discuss further, please contact me.

Thank you

Steven

Steven Spraker, AICP
Senior Planner

Planning Department
22 South Beach Street
Room 104
Ormond Beach, FL 32175

Direct Line: 386.676.3341
Department: 386.676.3238
E-mail: spraker@ormondbeach.org

From: support@civicplus.com [mailto:support@civicplus.com]
Sent: Friday, May 21, 2010 12:18 PM
To: PW Office Operations
Subject: Online Form Submittal: Report a Concern

If you are having problems viewing this HTML email, click to view a Text version.

Report a Concern

To report a concern or request service, please complete the information below. Contact information is necessary to properly address your concern or request. Please provide some details in the description box below.

Name* Marsha LaHue

Address 6 Ironwood ct

Phone* 386-677-6966

Email* mlahue@cfl.rr.com

Public Notice: Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic email to this entity. Instead, call 386-677-0311 or send your concern/request in writing.

Location of concern/request* Granada Blvd

Animal Services

- ☐ Animal Abuse/Cruelty
- ☐ Dangerous Dog
- ☐ Nuisance/Barking
- ☐ Running at Large
- ☐ Unsafe/Unsanitary Conditions

Code Violations

- ☐ Abandoned Vehicles
- ☐ Noise Abatement
- ☐ Overgrown Vegetation
- ☐ Parking Violations
- ☐ Unlicensed Business
- ☐ Water Restriction Violation

General

- ☐ City Employee
- ☐ Park or City Property Maintenance
- ☐ Utility Billing
- ☐ Utility Service
- ☐ Website
- ☐ Other

Sidewalks/Streets/Street Lights

- ☐ Sidewalk Damage/Dangerous
- ☐ Street/Pot Hole
- ☑ Street Sign
- ☐ Street Light Out

Stormwater

- ☐ Blocked Drain
- ☐ Flooding

Solid Waste/Recycling

- ☐ Recycling
- ☐ Solid Waste
- ☐ Yard Waste

Description of concern or request

I'm totally opposed to any change in signage along Granada or anyplace else in OB! Churches are well enough defined as they are. Mark Lane calls it cheesy; I call it tacky to increase & embellish signs. I'm told Lori my feelings, too.

For beach questions or concerns, please contact Volusia County 386-239-6414. Volusia County Beach Safety

For consumer complaints, please contact Florida Division of Consumer Services, Consumer Complaints 800-435-7352. Consumer Complaints

* indicates required fields.

The following form was submitted via [redacted]r website: Report a Concern [redacted]

Name: Marsha LaHue

Address: 6 Ironwood ct

Phone: 386-677-6966

Email: mlahue@cfl.rr.com

Location of concern/request: Granada Blvd

Animal Services: not checked

Code Violations: not checked

General: not checked

Sidewalks/Streets/Street Lights: Street Sign

Stormwater: not checked

Solid Waste/Recycling: not checked

Description of concern or request: I'm totally opposed to any change in signage along Granada or anyplace else in OB! Churches are well enough defined as they are. Mark Lane calls it cheesy; I call it tacky to increase & embellish signs. I'm told Lori my feelings, too.

Additional Information:
Form submitted on: 5/21/2010 11:17:38 AM
Submitted from IP Address: 97.104.27.44
Form Address: http://www.ormondbeach.org/forms.aspx?FID=41

Spraker, Steven

From: Goss, Ric
Sent: Thursday, June 10, 2010 3:23 PM
To: 'Norman Lane'
Cc: Spraker, Steven
Subject: RE: Lighted Signs

Mr. Lane: Email letter confirmed as received. Will enter into record. Ric Goss

---

From: Norman Lane [mailto:norman@rotomation.com]
Sent: Thursday, June 10, 2010 3:22 PM
To: Goss, Ric
Subject: Lighted Signs

Dear Mr. Gos:

I had hoped to come to the Planning Board meeting tonight to voice my opinion if possible, but have a schedule conflict. I hope that you will read my comments into the record.

I am opposed to allowing these signs anywhere in the city. I believe that it will be impossible to maintain the kind of restrictions that have been proposed. Restrictions on the types of properties or their locations will be seen as arbitrary and unfair and will fall over time. Similarly, restrictions on the color, brightness, patterns, and frequency of change will also erode. This is a very slippery slope that I believe will result in our beautiful city being peppered with distracting and unsightly moving picture signs.

If the present owners of changeable text signs are just trying to save labor, it seems unlikely that they will pay for the high cost of the signs any time soon.

Thank you for your consideration

Norman Lane
1314 Northside Drive
Ormond Beach, FL 32174

Spraker, Steven

From: Ruger, Betty
Sent: Thursday, March 11, 2010 4:29 PM
To: Goss, Ric; Spraker, Steven
Cc: Kornel, Laureen; Finley, Shawn; Weedo, Becky; Johnson, Sabrina M
Subject: FW: "New sign law will favor churches"

From: An Oracle [mailto:anoracle@live.com]
Sent: Thursday, March 11, 2010 4:27 PM
To: Community Development
Subject: Re: "New sign law will favor churches"

Re: "New sign law will favor churches" News-Journal March 11, 2010

Any "Law" "Favoring" "Church" Violates the US Constitution First Ammendment's "Separation Clause"! ie."---Shall make no law---"etc.

I say: The "Planned "Flashing Signs" are an admission of ignorance by those who are supporting such an obvious demonstration of 'Bigotry" against; and illogical neglect of, the 'RATIONAL' members of our Comunity.

This "Planned" 'Advertisement' also favors Government "Faith-Based", supported "Tax-Free" entities that compete with "Tax-paying" "Legitimate Businesses"!

Please re-consider this proposed immoral scheme designed to further divide residents of our Community?

Thank You, Jim Hanley

Re: "Religious Freedoms Should be Savored" News-Journal March 11, 2010

COPY

Hello Mark I. Johnson; Do you realize;

Your tolerance of "Religions" is condoning their crimes!

Our US Government is supporting "Religion's Organized Crime"!

RELIGIONS ARE ORGANIZED CRIME

"Religions" corrupt the minds of innocent children and naive fools with ATROCIOUS LIES & fairytales! A "Crime"!

'Islam' "Religion" 'is KILLING innocent children with EXPLOSIVES tied to their bodies which is ignited in the presence of "INFIDELS"; people like YOU, and your FAMILY MEMBERS, or friends or neighbors! "The "Crime" is "Murder"!

'Christian' "Religion" KILLS the "FETUSES" they 'save', once they are old enough to DIE in an "ILLEGAL", IMMORAL "INVASION" or, WAR! The "Crime" is "Murder!

The "RELIGIOUS" "Majority", are "responsible": for, 'ELECTING' ALL the ROTTEN ELECTED THIEVES and "WAR-MONGERING-GREEDY-MILITARY-INDUSTRIAL-COMPLEX" MURDERERS who profit from killing Americans on battlefields!

"RELIGIONS" are doing everything possible to INFECT every school-age child in the World with the ROTTEN MIND DESTROYING PLAGUE "RELIGION'!

You, and your TOLERANT ILK, are 'COHORTIC' CRIMINAL ASSISTANTS TO THOSE RATS!

"Religious Freedom" is Freedom To Corrupt Humanity!

The worst form of child abuse is corrupting their minds!

When given a choice between: "INFINITE" "UNIVERSE" or, "INFINITE" "GHOSTLY APPARITION"

'Rational' people say: "INFINITE UNIVERSE"!

Now! In the Twenty First Century; we must put an end to this DEBAUCHERY that is the cause of DUMBING-DOWN all of HUMANITY!

We must make a serious effort to incarcerate ALL those "Religious" criminal "proselytizers", and, end their atrocious perfidy!

ALL "Religious" 'people' are INSANE VICTIMS OF 'MIND-CONTROL'! Or, the 'Charlatans' who enslave them!

They are contaminating the World! "RELIGION" IS ROTTING 'MINDS'!

Mark; You are aiding and abetting the ENEMIES OF HUMANITY! You need an Editor!

There aint't no "God", and a so-called "Jesus Creator" never, never lived! GOOGLE IT!

Jim Hanley

Hotmail: Powerful Free email with security by Microsoft. Get it now.

Spraker, Steven

From: An Oracle [anoracle@live.com]

Sent: Thursday, August 19, 2010 8:30 PM

To: Spraker, Steven

Subject: August 23, 2010 - Planning Board workshop regarding electronic signage

Hello Steven Spraker, AICP Senior Planner;I
Once again I call your attention to the LAWS governing the actions you
may be 'tampering' with regarding "Signs" for "Religious Organizations".
Please be cognizant of these very practical and IMPORTANT LAWS?
As you certainly know both the State of Florida; and, our
U.S. Constitution prohibit enactment of 'ANY' "LAW" condoning or abetting religion.
ie.
CONSTITUTION OF THE STATE OF FLORIDA
SECTION 3. Religious freedom.--
"There shall be no law respecting the establishment of religion"
==========
And:------ U.S. Constitution First Amendment:

"Congress shall make no law respecting the establishment of religion."(!)

-

To grant "LEGAL PERMISSION" via a 'NEW LAW" for churches to
"ADVERTISE" A "RELIGION"
is most obviously an outright violation of both "Florida's Constitution",
and our "U S Constitution's First Amendment"!
Such obvious violation will most likely be challenged in a Court of Law.
This will then require extensive expenditure of large amounts of taxpayers'
hard- earned money to defend.
Isn't it time to exercise rational judgement and discard this idea, of
providing just another artifice for the promotion of a "RELIGION"?
==========

CONSTITUTION OF THE STATE OF FLORIDA

SECTION 3. Religious freedom.--

"There shall be no law respecting the establishment of religion---

No revenue of the state or any political subdivision or agency thereof shall ever be taken from the public treasury directly or indirectly in aid of any church, sect, or religious denomination or in aid of any sectarian institution".

==========

Jim Hanley

Spraker, Steven

From: Terra Fisher [Terra.Fisher@daktronics.com]
Sent: Tuesday, October 05, 2010 10:02 AM
To: Spraker, Steven
Cc: thesignpeople@mindspring.com
Subject: RE: Ormond Beach Meeting
Attachments: Lewin Distance Breakdown Chart.docx; Comparison PPT.ppt

Hello Steven,

Thanks for the summary. Did it pass the Planning Commission? Also, please see my comments in red below as well as the attached documents.

Thanks,
Terra

Terra Fisher
Signage Legislation

tel 605.275-1040 ext 51145 mobile 605.691-1285
email terra.fisher@daktronics.com
website www.daktronics.com

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Scoreboards. Displays. Video. Sound.

From: Spraker, Steven [mailto:spraker@ormondbeach.org]
Sent: Tuesday, October 05, 2010 6:52 AM
To: Terra Fisher
Subject: RE: Ormond Beach Meeting

Terra:

I was a out a few days. Below is a summary:

• Permit electronic message center signs on North US 1, from Wilmette or Nova Road, to the Flagler County line. The terminus at Nova or Wilmette will be decided at the public hearing.

• Locational standards permit electronic message center signs on parcels which are 3 acres or larger, have 200 feet or more linear feet of road frontage and contain multiple tenants.

• Electronic message center signs would be permitted as monument only.

• Electronic message center signs would not be in addition to current number of signs permitted by code; however, existing monument signs could be switched out for electronic message center signs.

• Setback from road would be 5 feet.

• Changes in messages on the electronic message center signs could only occur once per hour.

• Scrolling, flashing, etc., would not be permitted.

• One color dark background and one-color lettering only.

This has in many jurisdictions, and will likely in your jurisdiction, lead to a degradation in the visual environment of the area. Single color, monochrome display requirements create a disincentive for sign owners to buy quality displays and will ultimately lead to a shoddy appearance. Additionally, the use of full color, static images (not the use of animation or video, but static images) allow the sign to appear more like any other static sign. To quote an over-used saying, a picture is worth a thousand words. It's a lot easier to disseminate information if given the latitude to display images rather than just static, monochrome text. This is especially true with an hour long hold-time. I have attached a PowerPoint document for your reference above.

• Light intensity should incorporate automatic dimmers and enforcement on brightness would be measured using .03 foot-candles at a 200 feet.

This is going to lead to some really bright signs. We suggest measuring our digital billboards (the 10.5ft x 36 ft) at this distance. If you allow this for much smaller signs, it will allow them to be brighter than they should be. Additionally, coupled with the monochrome requirement above, you are much more likely to get a low-quality display (without automatic dimming capabilities, as this brightness provision would most likely not even require smaller signs to dim, as they would be in compliance without dimming).

I attached our suggested break-down for measurement based on size. This will ensure that the signs are dimming appropriately.

• Signs would only be text. No videos or animated pictures.

Again, we are not asking for video or animated pictures. We are asking for the city to consider it visual environment and allow static images as well as text.

• No more than 50% of the allowable sign area could be electronic message center signs, but will be discussed further at the Planning Board Public Hearing.

• Screen resolution would be 20 millimeters or less.

• Appeals of denials for electronic message center signs would follow current code appeals.

Thank you

Steven

From: Terra Fisher [mailto:Terra.Fisher@daktronics.com]
Sent: Wednesday, September 29, 2010 12:42 PM
To: Spraker, Steven
Subject: Ormond Beach Meeting

Hello Steven,

Just checking to see if the Planning Commission passed on the sign ordinance revisions last night. Please advise, and if possible send me on any revisions they chose to make.

Thanks,

Terra Fisher
Signage Legislation

tel 605.275-1040 ext 51145 mobile 605.691-1285
email terra.fisher@daktronics.com
website www.daktronics.com

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WHICH WOULD YOU RATHER SEE IN YOUR COMMUNITY?

People changing with poles?



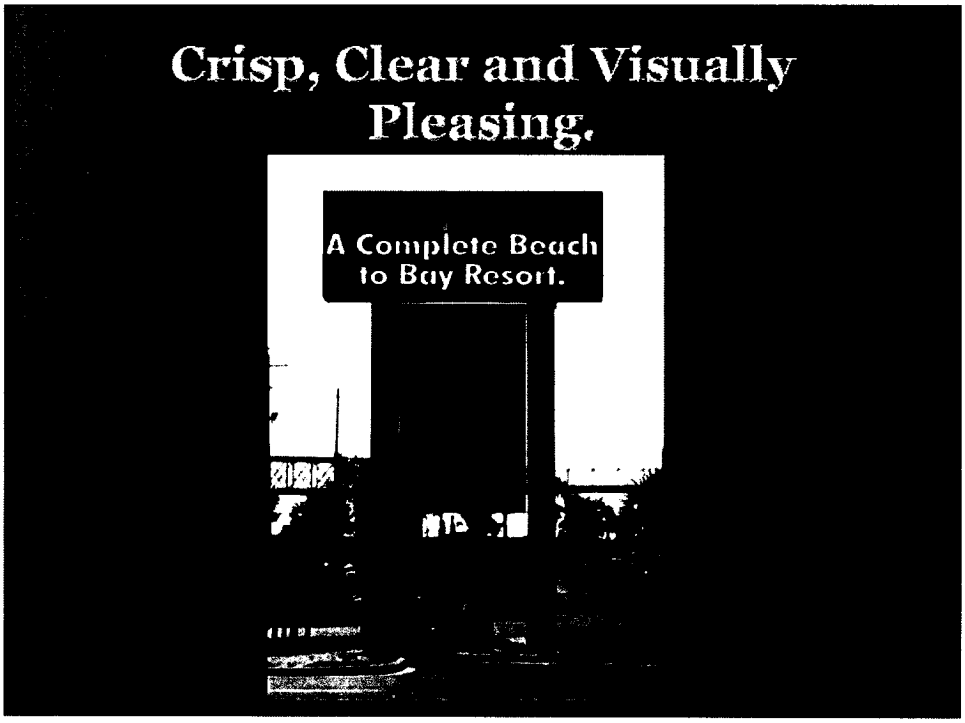
Changed automatically.

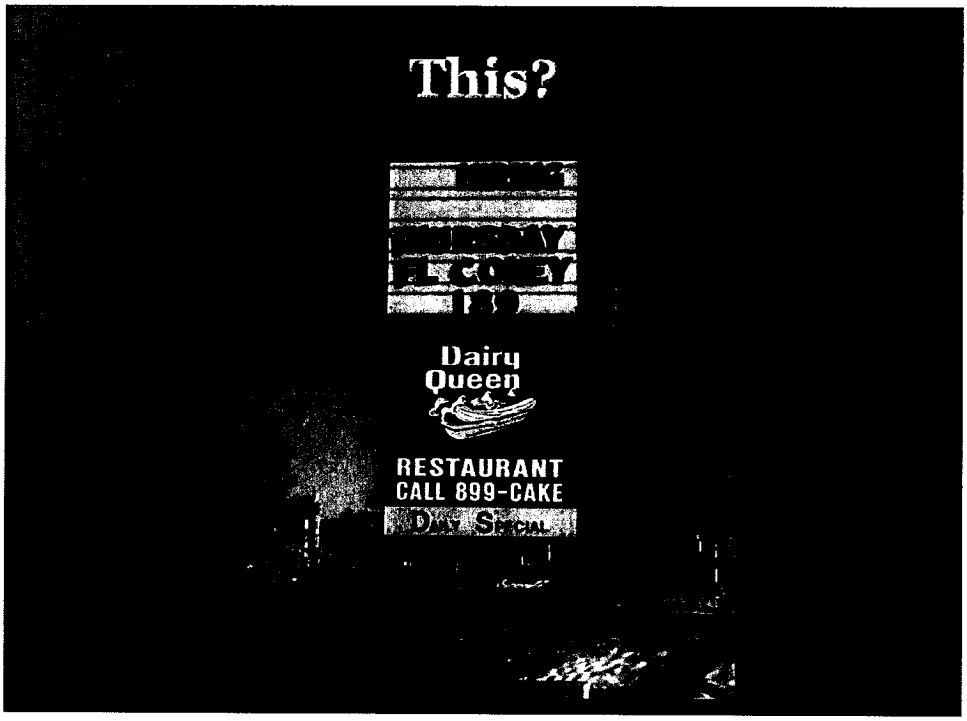


Open Every Day

Cracked and Yellowed?




Crisp, Clear and Visually Pleasing.
A Complete Beach to Bay Resort.

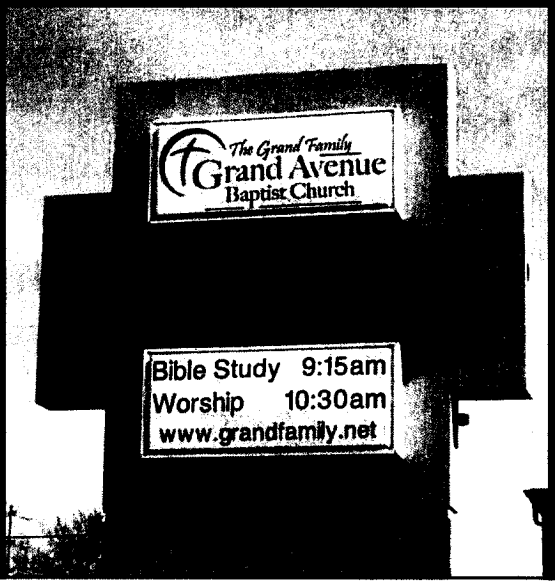

This?
Dairy Queen
RESTAURANT
CALL 899-CAKE

This.



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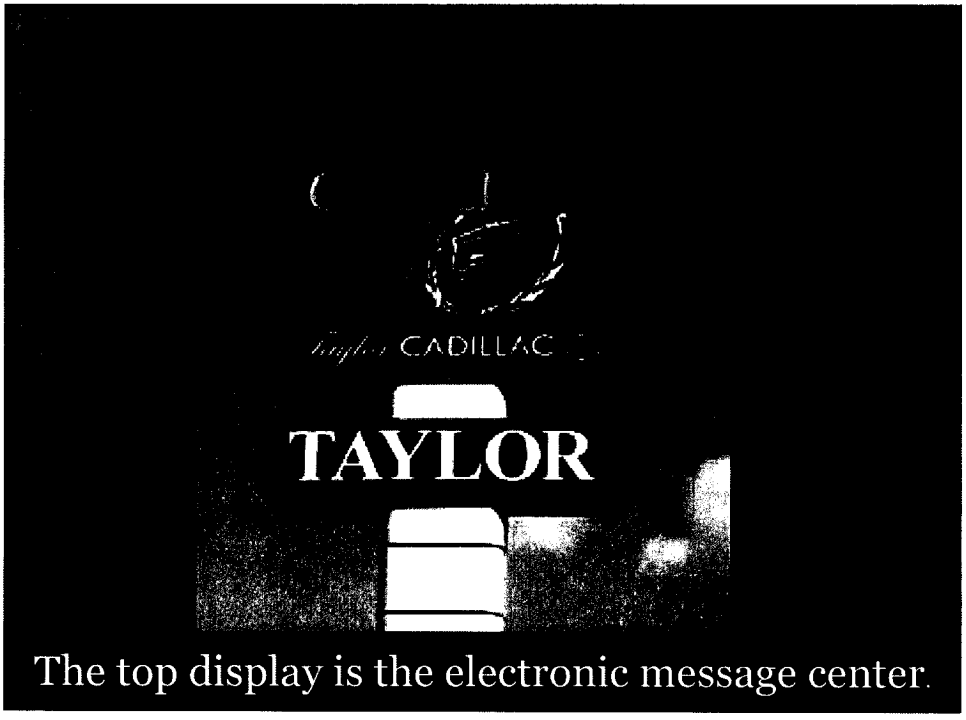
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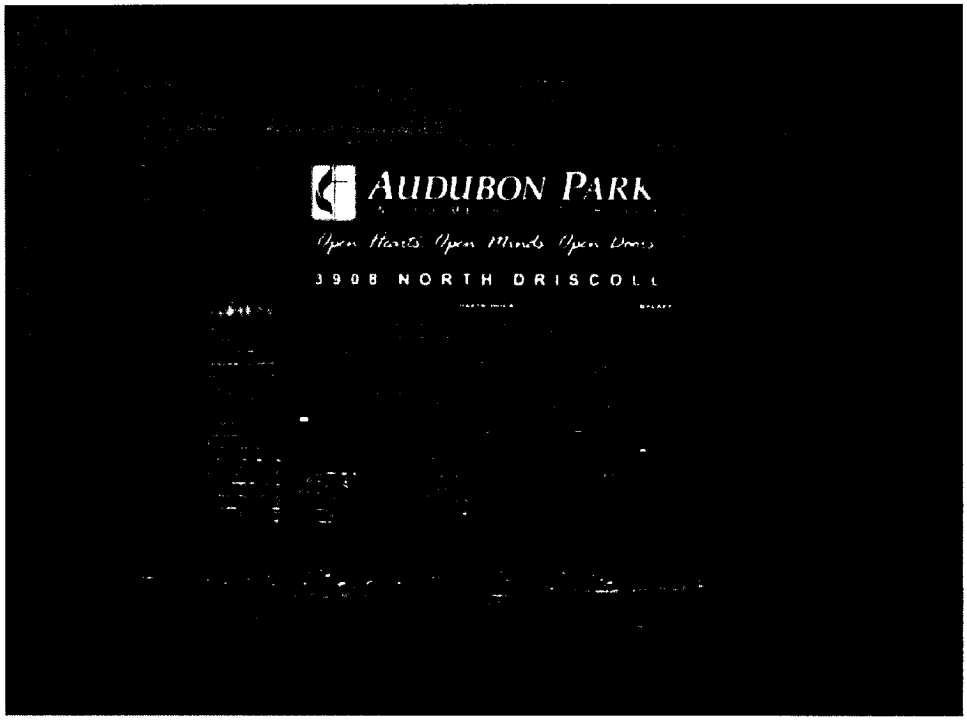
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The top display is the electronic message center.


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Open Hearts Open Minds Open Doors
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NEBRASKA
HUMANE
SOCIETY
Join the Humane Race.

Spraker, Steven

From: Rearden, Matthew [MRearden@iscmotorsports.com]
Sent: Friday, March 19, 2010 1:44 PM
To: Spraker, Steven
Cc: Troy McCoy; Goss, Ric; Costello, Fred
Subject: RE: Calvary Church - Sign
Importance: High

Steve,

As I'm sure you know, the City Commission sent the entire Electronic Changeable Copy sign issue back to the drafting board on Tuesday. We were obviously disappointed with this result, as it appeared to be acceptable to all parties during the first reading. However, the commission indicated a willingness to quickly research and re-consider inclusion of language into the code.

It appears this change of direction will also temporarily stop the installation (or at least operation) of the Performing Arts center sign on US1.

I spoke with the Mayor and Ric Goss about the issue briefly Tuesday night following the meeting. I am happy to assist you with any information you may need and would appreciate it if Calvary would be included in the consideration, display and re-draft of any code sections. I think staff is aware of the desires of Calvary to replace the old and very outdated sign on Granada with a new, more modern and energy efficient LED changeable copy sign.

Our church is currently working with a few sign companies in the area, including Don Bell. (We understand Don Bell is the contractor on the Performing Arts sign as well). Calvary would be happy to assist with the coordination of the workshop requested by the commission or do anything else needed to move this along.

As someone who watches the activities of other communities in this area, I believe Ormond Beach would benefit from these changeable copy signs and trust that the staff and commission ultimately find a way to make this happen.

I believe staff did a great job with the sign code re-write and trust that the Electronic Changeable Copy sign allowance will quickly find its way into this new code.

I look forward to hearing from you and working with you.

Matt

Matthew W. Rearden, Esq.
Ofc: 386.681.4076 | Fax 386.681.4976

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From: Spraker, Steven [mailto:spraker@ormondbeach.org]
Sent: Wednesday, February 24, 2010 8:16 AM
To: Rearden, Matthew
Cc: Troy McCoy
Subject: RE: Calvary Church - Sign

Matt:

It took us some time to come to a final recommendation.

In the attached City Memorandum, staff recommends amending the proposed sign amendments to allow Houses of Worships over 20 acres to have the electronic changeable copy signage based on the variety of uses and events that occur on these large campus. When staff looked at the large Houses of Worships, we did not find any that meet the 75 acreage threshold in Ormond Beach. There are 4 Houses of Worships that meet the 20 acreage minimum threshold (1 of which is already permitted to have these types of signs). Staff recommended this option because it is the most narrow option of limiting electronic changeable copy signage of Granada Boulevard and Hand Avenue.

I would highly recommend that someone from Calvary be present at the March 2nd City Commission meeting to address the Commission on this item. I will forward the agenda once it is completed. If you have any questions, please contact me.

Thank you

Steven

Steven Spraker, AICP
Senior Planner

Planning Department
22 South Beach Street
Room 104
Ormond Beach, FL 32175

Direct Line: 386.676.3341
Department: 386.676.3238
E-mail: spraker@ormondbeach.org

From: Rearden, Matthew [mailto:MRearden@iscmotorsports.com]
Sent: Tuesday, February 16, 2010 5:29 PM
To: Spraker, Steven; Goss, Ric
Cc: Troy McCoy
Subject: Calvary Church - Sign
Importance: High

Steve,

Thanks for your time earlier today. As discussed, with the construction of the new sanctuary at Calvary we would like to upgrade our sign on Granada. We understand that there is an amendment to the current city code regarding LED/LCD/Electronic Changeable Copy signs. (Please send me the most recent draft when you have a moment.) As currently written, I don't believe the church is included in this change because of our location at 1687 W. Granada Blvd. Please consider this email our formal request to be included or to find an alternative allowing the church to erect a LED/LCD/Changeable Copy Sign at the Granada Blvd. entrance.

A bit of history on the current church sign.... The current "monument sign" on Granada Blvd. was grandfathered in when the church moved to its current location. The sign was actually brought with us from the churches' former location on

US1. It is obviously old, outdated and we would love to get our main entrance sign more current. However, we have not changed in because we did not want to be [redacted]tricted to the much smaller monument s[redacted] now required by city code.

If there was a way for the church to be permitted to install a newer Copy Change capable sign, we would certainly consider a sign upgrade. I have reviewed the proposed language (dated February 4th) and offer a few suggestions for inclusion of the church property into this proposed change as follows:

1) Limit the Granada restriction to Granada Blvd. East of 95. (As you are aware, the church property is West of 95.) The intent of the planning board seemed to try to keep the Changeable Copy signs out of the main Ormond Beach corridor and other residential areas. The areas west of 95 to not fit the intent of the planning board and are mostly commercial in nature.
2) Form an interchange zone at I-95 and Granada, allowing property owners within 2500 feet of the 95 interchange to have the Changeable Copy Signs.
3) Add an exception to the restricted areas to allow Houses of Worship with over 75 contiguous acres to have one Changeable Copy Sign on their property. In my estimation that would apply to Calvary, Tomoka Christian (at their proposed new location on Hand Ave.) and Riverbend on the West end of Granada.

As a less attractive alternative, the church would also be willing to consider implementing a sign plan for our property, but we would want to include the Changeable Copy sign in that plan. If there is not some freedom in the proposed language, possible even "or as otherwise allowed via a sign plan with the City", then that attempt may not work.

We are very flexible on the vehicle to accomplish our desires, but believe that a new sign to complement the almost complete sanctuary would be appropriate.

I have copied Pastor Troy McCoy on this note, as he is the main church contact. I'll be handling this issue for the church from the legal side.

Let me know how you would like for us to proceed. With eth proposed language up for consideration in March, we would like to meet with you to develop a course of action in the very near future. I look forward to hearing from you.

Matt

Matthew W. Rearden, Esq.
Managing Associate General Counsel
International Motorsports Center
One Daytona Boulevard | Daytona Beach, FL 32114
Ofc: 386.681.4076 | Fax 386.681.4976

ISC and Design color NEW.jpg

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Spraker, Steven

From: Chris Calabucci [chris@elitecme.com]
Sent: Friday, September 24, 2010 4:40 PM
To: Spraker, Steven
Subject: ECC Signage
Attachments: Sign Memorandum 9-24-2010.doc

Steven,

Thank you for the opportunity to offer comments for the upcoming Planning Board workshop on ECC Signage. Attached, please find our comments and a question.

Have a nice weekend.

Chris

Christopher M. Calabucci
CCTM Real Estate Holdings, LLC
1452 N. US HWY 1, Suite 100
Ormond Beach, Florida 32174
888-857-6920, ext 312 – Phone
386-673-3563 – FAX
386-235-5569 - Cell

Memorandum

9-24-2010

To: Steven Spraker, AICP, Senior Planner
City of Ormond Beach Planning Board

From: Chris Calabucci and Todd Mowl of CCTM Real Estate Holdings, LLC 1452 N US HWY 1, Ormond Beach

RE: Electronic Changeable Copy (ECC) Signage

We are sorry that we are unable to attend your workshop, but unfortunately, we must be out of town on other business. We cannot emphasize enough to the planning committee how important this issue is to us and many of our fellow businesses along the gateway corridors. We believe the ability for businesses like ours to use Electronic Changeable Copy (ECC) signage can help insure the long-term viability of our enterprises.

A little background about our particular business; we own the Elite Executive Center, a new office building which consists of 17 all inclusive office suites available for lease. We currently have a lighted monument sign on US 1 and would be interested in replacing the current sign with an ECC monument sign for many of the same reasons that have been presented to the planning board previously:

1) With our current monument sign we are be unable to offer signage to all our tenants. Additionally, due to the size limitations placed upon us individual sign panels are severely limited with regards to copy. In some instances, we have had to use abbreviated business names in order to ensure the panel was readable. An ECC would provide us the flexibility and visibility to offer signage to all current and future tenants.

2) Our visibility from US 1 is limited because our business sets some 100+ feet off of US 1 behind another building. An ECC monument sign would make it easier to identify our location.

3) If granted the ability to use an ECC sign, we could remove our current real estate sign advertising office availability, thereby cleaning up the look of our property and US 1.

We have recently reviewed the staff recommendations and those of the planning board's regarding the use of ECC signage on the US 1 corridor. Overall, we would agree that the recommendations for ECC usage are reasonable however we would like to submit some specific comments and questions regarding the proposed criteria which will determine if a business would qualify to use an ECC sign:

1) The proposed criteria from staff, suggests that the building requesting use of an ECC must be over 10,000 sq. ft. Our building is 10,000 sq. ft. so we would be unable to meet this proposed criterion. As previously mentioned we can lease space to 17 different businesses and certainly believe that this should qualify an enterprise like ours for ECC usage. We would respectfully request that the threshold begin with buildings that are at least 8,000 sq. ft. This would help smaller business plazas who are struggling in this difficult economy.
2) We do not believe the 200 feet of frontage requirement is excessive however we do find the 3 acre (130,680 sq. ft.) parcel size to be onerous. We would recommend reducing this size requirement as you can easily fit a qualifying use building on a site half the size of the 3 acre proposed requirement. One acre (43,560 sq. ft.) would be a fair starting point.
3) We believe that clarification needs to be made as to what qualifies as a "conforming residential use". For instance, the lawn equipment repair business located next to ours (within 300-500 feet), also has an occupied doublewide manufactured home sited on the property. Under the proposed criteria, would this preclude us from having an ECC even though the property in question is zoned or soon to be zoned B-7 (Highway Tourist Commercial)? Certainly from a valuation standpoint its highest and best use is commercial but can it also be deemed a "conforming residential use"? If so, we believe that this would be unfair.

We appreciate the work that the planning board and the city staff have completed on this issue and appreciate the opportunity to share our thoughts. We believe that allowing tasteful ECC signage on US 1 will provide much greater flexibility for qualifying businesses and enhance the appearance of this "gateway" to Ormond Beach.

Again, thank you for soliciting input from the business community on this issue and for your kind consideration of our issues addressed above.

October 14, 2010

Planning Board Meeting Minutes

M I N U T E S

ORMOND BEACH PLANNING BOARD

Regular Meeting

October 14, 2010 7:00 PM

City Commission Chambers
22 South Beach Street
Ormond Beach, FL 32174

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, SAID PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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 IN WRITING, OR MAY CALL 677-0311 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

I. ROLL CALL

Members Present

Patricia Behnke
Al Jorczak
Patrick Opalewski
Rita Press
Doug Thomas
Doug Wigley

Staff Present

Ann-Margret Emery, Deputy City Attorney
Ric Goss, AICP, Planning Director
Steven Spraker, AICP, Senior Planner
Chris Jarrell, Recording Technician

Members Excused

John Adams

II. INVOCATION

Mr. Wigley led the invocation.

III. PLEDGE OF ALLEGIANCE

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 10:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 10:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

V. APPROVAL OF THE MINUTES

The minutes of the September 9, 2010 Planning Board meeting were approved as presented.

VI. PLANNING DIRECTOR'S REPORT

Mr. Goss deferred any comments to the public hearing.

VII. PUBLIC HEARINGS

A. LDC 10-114: Electronic Changeable Copy (ECC) Signage Amendment

Mr. Spraker highlighted provisions in the draft ordinance that would allow a limited number of electronic changeable copy signs in the City of Ormond Beach. He reiterated that the purposes for potentially allowing ECC signs were to serve the tenants of multi-tenant or multi-use developments, who might not be able to have individual advertising panels on existing development signage, as well as to advance the aesthetics of the signage in the city. The provisions, previously agreed upon by consensus at the numerous meetings and workshops, would limit electronic signage:

- to the North US1 corridor, from Wilmette Avenue to the north city limits.
- to multi-tenant/multi-use developments that have a minimum parcel size of three (3) acres and minimum lot frontage of 200 feet.
- to one electronic changeable copy sign per parcel. Individual parcels that met the site criteria could have an electronic sign in lieu of their existing sign, or if otherwise allowed more than one sign (such as corner parcels), could utilize one electronic sign in lieu of one of the allowed signs.
- to monument signs only, with the display area limited to 50%. (Since the maximum signage area for a monument sign is 64 square feet, the maximum signage area for ECC signs would be a maximum of 32 square feet). Signs would always have a base and frame.
- to a minimum distance of 300 feet from residential uses.
- to text only; no scrolling, animation, flashing, fireworks, etc.
- pixel spacing for text to a minimum of 20mm, and would recommend pixel spacing of 16mm if graphics were to be allowed.
- to text changes of no more than once per hour.
- to a dark background with light-colored text.
- by requiring automatic dimmers to adjust the brightness of the sign. The Land Development Code (LDC) also regulates light emanation, with brightness based on 0.03 foot-candles.
- to proposed submittal/processing requirements: submittal to Building Division and review by Site Plan Review Committee within 45 days. Staff approval only, based on SPRC review. A manufacturer's sign manual would be required as part of submittal,

along with a certificate signed by the applicant stating that they will abide by Code regulations.

Mr. Spraker outlined the properties along the defined North US 1 corridor that met the proposed criteria for electronic changeable copy signs.

Wilmette Avenue to Nova Road

- No properties meet size criteria. Area comprised mostly of shallow lots and mosquito control ditches.
- Performing Arts Center (PAC) has an existing ECC sign, which would become nonconforming. By extending the southern boundary to Wilmette Avenue, it would be possible for the city to replace the sign if destroyed (contingent upon multi-use/multi-tenant).

Nova Road to Airport Road

- Action Golf and RV Storage
- Tomoka Business Center
- Bull Run Farm Supply

Airport Road to Hull Road

- One property in County met the criteria and would use the city's Gateway and corridor standards.

Hull Road to I-95 Interchange - 5 properties, including:

- Hull Pointe Business Park
- Ormond Commerce Park
- MBA Business Center
- Gardens Business Center

I-95 to North City Limits

- Hotel and restaurant at 1614 North US1
- Destination Daytona complex
- Large, vacant parcel could be developed to meet the criteria.

Recalling the discussion at the previous Planning Board meeting, Mr. Spraker reported that planning staff had analyzed the Hand Avenue corridor from Nova Road west and said that there were numerous properties that would meet the criteria, including 1400 Hand Avenue, Root Commerce Park, and two medical office buildings at the intersection with Clyde Morris Boulevard (Florida Urology and the offices of Drs. Cohen and Rubin).

Chair Thomas opened the meeting to public comment.

Ms. Kim Campbell, 1 Huntsman Look, a city resident since 1974, expressed concern that the signs had the potential to degrade the community aesthetic or the property values in the city. She

questioned whether they would benefit anyone other than the small group of people who were seeking exposure for their businesses.

Ms. Eunice Ennis, a business owner in Amaral Plaza and former marketing executive of a Fortune 500 company, stated that she had conducted some marketing research related to electronic changeable copy signage. She reported that a syndicated study by Harris Polls for the Silicon View company found that 94% of passersby remembered an electronic sign, whereas only 45% of people remembered monument signage. She added that a business owner could expect up to a 107% increase in sales, as opposed to only 57% for those with a monument sign. She said that denying the use of electronic signage would affect not only the business community, but the consumers as well, and said that the Planning Board had the power to create a look that would be acceptable in any community.

Ms. Constance Taylor, 18 Village Drive, felt that a sign was necessary in order for them to attract customers and stay in business. She likened the electronic changeable copy signs to cell phones and computers as simply another technological advancement and begged the Board members to approve the proposed ordinance.

Mr. John Bandorf, 18 Village Drive, said he was a fourth generation Floridian whose family had seen the changes made in the area over the years, from cars to flat screen televisions, computers and cell phones. He said the technological progression to electronic signs would happen whether the residents wanted them or not; he felt that they could not stop progress and agreed with the Board member who had pointed out that there were existing signs in the city that were much less attractive than the proposed signage. He opined that Ormond was no longer a bedroom community and that the Board decision should be based on job creation/retention and the economy. He said that it was time for Ormond to join the 21st century.

Mr. Greg Scull, 7 Watercliff Lane, asked if any consideration had been given to the added costs to the business community and whether or not the Board had considered regulation in different districts. He commended the Board for tackling the issue and hoped that they would be able to come to some resolution.

Mr. Wigley explained to Mr. Scull that incurring the additional cost for an electronic sign would be the choice of the individual property owner and assured him that both city staff and the Board had looked at the different areas of the city in their study and deliberations.

Board Member Comments

Mrs. Press stated that she was not opposed to electronic signs, but rather was opposed to their implementation at the present time. She also explained to the Amaral Plaza business owners that having been a small business owner herself, she was not anti-business. She said that she continued to remain active as a SCORE counselor, giving her time to mentor small business owners. She noted that the city had adopted Gateway standards that were not designed to deter retail from succeeding on that thoroughfare, but pointed out that the North US1 corridor was a median-divided high-speed highway along which the city required a minimum 36-foot landscape buffer. She said that Amaral Plaza had been designed for destination-oriented businesses, not

retailers, and that the limited visibility (because of the buffering and the site configuration), coupled with the speed of traffic, made for a difficult situation for retailers. She questioned whether, given the number of tenants at the plaza and the times per day that the text could change, an electronic sign would really help. She understood their dilemma, she said, but thought that there were other things the retailers could to increase their customer contact, such as seminars, etc.

Mrs. Press stated that employing a test area for the electronic signage was not fair; if the city was to allow them she said, they should be allowed for everyone. She added that once allowed, those signs would always be present in the city. She thought it ironic that the one of the early proponents of the ECC signs, Calvary Christian Church, was located in an area that would not be designated for the electronic signage (west of I-95 on Granada Boulevard). She pointed out that the land areas west of I-95 on SR40 were under three jurisdictions and hoped that the new City Commission would push for Gateway standards for that area in order to give the city more negotiating power and hopefully, better control of the development in that area.

Mrs. Press said the city should be finding ways to improve the sign standards, since the proliferation of signs was detrimental to the community. She said that she did not want to see the electronic changeable copy signs throughout the city and did not think that the time was right for them. She concluded by saying that the proposal was arbitrary and unfair and remarked that the city did not need any more lawsuits.

Mrs. Behnke agreed that technology would advance and that businesses needed signage, but stated that she would not live an area that allowed electronic signage. She pointed out that cell phones and computers were personal items and did not have the same potential to negatively affect others. She agreed with Mrs. Press that allowing the ECC signs in limited locations was unfair and that it was neither the right time nor the right place for electronic signage.

Mr. Jorczak commented that he had not changed his position and believed that the electronic signs were a problem for the city. He said that the city's legal and planning departments had spent considerable time in researching and establishing the parameters under which the signs could be developed and said that likewise, the Planning Board had invested considerable personal time and effort in developing acceptable standards. He said that while he preferred not to allow them, the net result of those efforts was an ordinance that could withstand legal challenges and signs that would, hopefully, provide for the most aesthetically pleasing electronic signage possible, should the City Commission desire to allow them. And, he added there was nothing in the proposed language that would prevent the Board from revisiting the issue to address other things, such as additional road segments or allowing logos and/or graphics. He hoped that the newly seated commission would provide their input regarding electronic changeable copy signs in the city of Ormond Beach.

Mr. Opalewski said he did not feel that there would be a proliferation of the electronic changeable copy signs and pointed out that there were already such signs in the city. He noted that they were not distracting and did not emanate any more light than the existing lighted monument signs. He said he supported the electronic signs and the proposed ordinance, given the stated parameters, and would support allowing the signs in other areas, as well.

In response to Mr. Wigley, Mr. Spraker explained said that the locational parameters included the Performing Arts Center because if it were not included they would not be able to replace their electronic sign if it were ever destroyed. He pointed out that just because they did not have more than one business tax receipt at present, did not mean that they would not have more than one business tax receipt at some future date.

Mr. Wigley felt that the legality of the ordinance would be challenged because of the city's attempt to limit the scope of the signs and to limit the corridors in which they would be allowed. He felt that the electronic signage issue would be fought in the courts for years to come and stated that the only way to eliminate such legal challenges was to prohibit electronic changeable copy signs in the city. He also stated that the city did not need to be enacting legislation for one small group of retailers who were experiencing severe economic problems in their current location. He agreed that change was inevitable, but felt that the quality of life experienced by those who live in Ormond Beach should be maintained; he said it was one of the things that brought people to the city.

Chair Thomas stated that whatever the Board decided to do, it needed to act on the ordinance. He pointed out that the meeting was the seventh time the Board had considered electronic changeable copy signage and that regardless of the outcome of the vote, it was time to move it forward. He said the Board owed that to the new members of the Board, to the city and to the residents, both for and against. He said that as a business person, he was embarrassed that they had spent so long on the issue. He also reminded the Board members that the city attorney had studied the issue and said that the proposed ordinance could withstand legal challenges as to time, place and manner, i.e., which included road segments. He advised Mrs. Press that she was free to make a motion to deny the electronic signs and stated that as Chair, he was charged with controlling the meeting. He said that he should be afforded the same opportunity as every other Board member to express his opinion.

Mrs. Press responded that she did not like the Chair's attitude and stated that she deserved the same respect as any other Board member.

Mr. Jorczak made a motion to adopt LDC 10-114, as presented. He added that it was his fervent hope (as a recommendation) that the new City Commission act on the amendment.

Mr. Opalewski seconded the motion.

Mr. Jorczak clarified for Mrs. Press that the motion included the area from Wilmette Avenue to the Flagler County line, as drafted, and that it did not include a time limit. If enacted, he explained, the electronic changeable copy signs approved under that ordinance would be there in perpetuity.

Chair Thomas noted that the ordinance would not be heard by the City Commission until after the November elections.

Ms. Jarrell called the vote.

Mr. Wigley	No
Mrs. Behnke	No
Mr. Jorczak	Yes
Mr. Opalewksi	Yes
Mrs. Press	No
Chair Thomas	Yes

Chair Thomas stated that a recommendation of denial would be forwarded to the City Commission.

Deputy City Attorney Emery advised the Board that they could also send forward a recommendation of their feelings about the legislation if they so desired.

Mr. Wigley pointed out that the minutes included the comments and opinions of the members.

Deputy City Attorney Emery also remarked that other communities were struggling with the issue and said that the amount of time it had taken to produce a draft ordinance was not unusual.

Mrs. Press agreed that it was a complicated issue and that there were ramifications to the Board's actions, as shown by the split vote.

Chair Thomas concurred and pointed out that no one on the Board had changed their opinion in over a year, which was why he felt it was time to move it forward.

Mr. Jorczak said that although he had no desire to sit on the Commission, he would vote against the legislation if he had that decision to make.

VIII. OTHER BUSINESS

There was no other business to be discussed.

IX. MEMBER COMMENTS

There were no member comments offered.

X. ADJOURNMENT

The meeting was adjourned 8:52 p.m.

Respectfully submitted,

Ric Goss, AICP, Planning Director

ATTEST:

Doug Thomas, Chair

Minutes transcribed by Betty Ruger

September 28, 2010

ECC Signage Planning Board Workshop Minutes

M I N U T E S
ORMOND BEACH PLANNING BOARD
WORKSHOP

September 28, 2010 7:00 PM

City Commission Chambers
22 South Beach Street
Ormond Beach, FL 32174

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, SAID PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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 IN WRITING, OR MAY CALL 677-0311 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

Members Present	Staff Present
John Adams	Randal Hayes, City Attorney
Patricia Behnke	Ric Goss, AICP, Planning Director
Al Jorczak	Steven S. Spraker, AICP, Senior Planner
Patrick Opalewski	Chris Jarrell, Recording Technician
Rita Press	
Doug Thomas	
Doug Wigley	

Workshop Item - Electronic Changeable Copy Signage

Mr. Steven Spraker said that the continuation of the August workshop was to allow for further analysis of some of the locational criteria as requested by the Planning Board: 1) potential roadways, 2) the number of properties with a minimum of 200 feet of lot frontage, 3) the number of properties that are 300-500 feet from residential uses, and 4) parcel acreage size. He said that staff had also added potential criteria to their research, e.g., buildings of more than 10,000 square feet or multi-use developments.

Mr. Spraker stated that the process was three-fold:

1) to provide roadway signage for all **multi-tenant users.**

   He said that the Land Development Code (LDC) limited pole and monument signs for multi-tenant properties to six (6) tenant panels; properties with more than six tenants therefore had insufficient signage. Additionally, he said, the visibility of some properties was restricted by

having buildings that are removed from the road frontage. He said that based on staff analysis, the electronic copy signs provided a better aesthetic for multi-tenant panels that could be difficult to read and allowed for a cycle by which all tenants could advertise.

2) To identify the **roadway(s)** on which to allow electronic signage.

Mr. Spraker said staff recommended the follow locations:

- **Granada Boulevard, from Clyde Morris Boulevard to Breakaway Trails**
  - Total 76 properties; 42 with 300' of lot frontage and 300' from residential
  - Total 16 properties of 3 acres or more
  - 11 multi-tenant properties larger than 3 acres, with 10,000 SF or more of building size, at least 200' in width and more than 300' from residential.
  - Greenbelt Preservation District - allows only monument signs
  - Mixture of both office and commercial uses; some complexes allow other uses
  - Generally larger parcels west of Williamson Boulevard and Tymber Creek Road
  - Residential uses between Clyde Morris and Williamson would limit the impacts
  - Sites appearing to meet all criteria between Clyde Morris Boulevard and Seminole Drive were Tomoka Christian Church and Tuscany Shoppes.
  - Approximately 10 sites between Seminole Drive and I-95 had multiple uses per the business tax receipts and appeared to meet all criteria, including Wal-Mart, Block-buster Plaza and Ormond Towne Square. Blockbuster Plaza appeared to meet the 300-foot separation requirement.
  - Sites appearing to meet all criteria between I-95 and Tymber Creek Road included Calvary Christian Church, Halifax Hospital and Tymber Creek Shoppes.
  - Sites appearing to meet all criteria between Tymber Creek Road and Breakaway Trails included Faith Lutheran Church and Riverbend Church.

- **US1 from Nova Road to the Flagler County line**
  - Total 88 eligible properties: 33 in the city, 55 in the county; 50 meet size criterion, but only 9 are multi-tenant, such as Bull Run, Ormond Beach Commercial Center, Ormond Commerce Park, Amaral Plaza, MBA Business Center, Gardens Business Center
  - Greenbelt corridor - currently requires maximum 7-foot monument signs.
  - Most properties are large and not within 300 feet for residential uses.

- **Nova Rd. from US1 to the south City limits**
  - Primarily a commercial corridor with several multi-tenant shopping centers
  - Six (6) eligible properties: The Trails, Capital Plaza, Nova Ace Plaza, Rivergate Shopping Center, Renaissance Center, and Ormond Marketplace

- Currently allows monument, ground monument and pole signage. Pole signage allows a 120 square feet; monument sign copy area limited to 64 square feet.

3) To provide the **minimum dimensional criteria**.

- **Minimum lot frontage of 200 feet.**
- **Minimum distance from residential of 300 feet.**
- **Minimum parcel size (to be determined).**

  Mr. Spraker reported that the research indicated several properties over three acres in size with generally larger buildings, multi-tenants and that fit the purpose criteria.

Mr. Spraker said that the term "multi-use" needed to be better defined, noting that it could be multiple use per business tax receipts or perhaps a church with a pre-school. Distance separation, he explained, would be measured from the sign to the adjacent residential property line.

Mr. Spraker confirmed for Mr. Adams that churches, such as Faith Lutheran, would be considered multi-tenant because they have a pre-school daycare (two tenants). He commented that the Church of the Holy Child had only one business tax receipt, so it would not be considered multi-tenant. He agreed with Chair Thomas that they would be forced to start a daycare if they wanted an electronic changeable copy sign and surmised that there were 4-5 churches along the Granada corridor that would be eligible for the electronic signs [under the stated criteria].

Saying that the electronic signage would change once an hour, Mr. Spraker stated that the signs would give all tenants some exposure, thereby precluding the need for the occupants of the multi-tenant buildings to ask for sign waivers. He added that developments with two principal buildings would be allowed a second traditional sign, but not a second electronic sign. He said that there were instances in which two signs would be allowed, such as those having multiple principal buildings or those on corner lots.

Mrs. Press questioned the allowable height of a monument sign; she thought it was 20 feet.

Mr. Spraker explained that a *monument sign* within the Greenbelt Preservation corridor could be a maximum height of five feet (5') to the top of the copy, with an additional two feet (2') for the site address, a maximum of seven feet (7'). He said that in areas for which monument signs were not required (such as along Nova Road and Atlantic Avenue) *ground signs* could be utilized, which had a maximum height of 20 feet.

Mrs. Behnke asked if the bank and fast-food out-parcels at the Ormond Towne Square shopping center could each have their own sign.

Mr. Spraker responded that each of those outparcels was a separate lot of record; therefore, the shopping center had only two buildings and that signs for a principal building were based on the lot frontage. He said that the actual Granada Boulevard frontage was limited and that although they could have two signs, the signs would be quite small. He said that the outparcel businesses would be able to a standard sign, but would not qualify for electronic changeable copy signs, because they did not have 200 feet of lot frontage and were not three acres in size. He reminded the board that that the purpose of the criteria was to allow the electronic signs for larger, multi-tenant properties and

that simply being a multi-tenant property did not mean a property would be allowed an electronic sign.

Mrs. Press acknowledged the amount of work and research that staff had conducted in trying to establish acceptable criteria. She questioned, however, how they arrived at some of the numbers, such as the 200-foot frontage requirement, since they seemed to be arbitrary. She also thought that allowing the signs west from Clyde Morris Boulevard was also arbitrary and unfair.

Mr. Spraker explained that the locations had been chosen because they had commercial land uses and zonings, whereas the area from Orchard Street to Clyde Morris Boulevard consisted primarily of office uses, which are destination-oriented and have different characteristics than do commercial uses. He pointed out that those were the areas of the corridors that the Board had previously directed staff to study and noted that they made sense when viewed in the context of the stated purposes.

Mrs. Press disagreed, saying that the Office Depot located east of Clyde Morris, was commercial, as was the nearby strip center. She reiterated her concerns that the criteria were not fair.

Mr. Spraker said that although not requested by the Board, staff also studied the SRA1A corridor. He said that thoroughfare did not fit well with the criteria because of the close proximity to residential uses. He said that there were also not many parcels over three acres in size, and none that were also multi-tenant, with frontage of 200 feet and 300 feet away from residential.

Public Comments

Ms. Louise Taylor, 18 Village Drive in the Village of Pine Run, reported that it had taken EVAC 20 minutes to arrive at an incident call in Amaral Plaza on Saturday morning because they had been unable to find the plaza; she thought that the lack of signage had caused an unacceptable delay. She also stated that she had erected a legally permitted temporary sign and that during the time it was up, her business had increased significantly. She asked the Board if there was any way to extend the 14-day period for temporary signs in the interim, noting that the lack of signage was also hurting her business.

Mr. John Bandorf, 18 Village Drive, asked if staff had honored his previous request to see if the appeal process for electronic changeable copy signage was the same as it was for all other signs allowed by Code as he thought it should. He stated found it interesting that the city had been dealing with the issue of electronic changeable copy signs for two years, yet were able to become involved with the bikini bar [opening on North US1], shut off their water and attempt to force them into the city within a month. He asked what they needed to do in order to get that kind of attention for their signage request.

Planning Board Member Comments

Mr. Wigley confirmed with Mr. Spraker that the Tomoka Christian Church would meet the stated criteria for electronic changeable copy signs. He noted that their property was currently for sale and asked if a new owner would be allowed to maintain an electronic sign if it was for a different use or whether they would have to re-apply.

Mr. Spraker thought that if the new business did not meet the criteria, the sign would then be nonconforming. He said that the ordinance could include a provision stating that a different use would have to meet the criteria.

Mr. Wigley stated that as a resident of Breakaway Trails, he was not in favor of electronic signs on SR40. He thought the city had created a wonderful boulevard effect along Granada Boulevard from Clyde Morris Boulevard to I-95 and felt that there was nothing to be gained visually from allowing them. He said the signs might be appropriate on US1 or Nova Road, but thought they would be of limited use to passersby traveling at 45 mph or more. He felt that the issue was being driven by people who had located their retail businesses in a location originally planned as warehouse space and who thought that without the electronic signage, their businesses would fail. He did not believe that issue should dictate the need for electronic signs in the city of Ormond Beach, which he felt could affect the quality of life of the residents or the look of the city to visitors.

Mr. Jorczak asked the city attorney what the process would be if the Board were to adopt standards that were so stringent that they resulted in only a few electronic signs, and then later wanted to broaden those standards because they found that the public accepted them.

City Attorney Hayes responded that it would be the same as for the other matters the Board considered; i.e., it would require an LDC amendment, first heard by the Planning Board and then acted upon following the two public hearings before the City Commission. He agreed that a second effort might take less time because the basic structure had already been established, but pointed out that the time frame would depend on how controversial the change might be.

Mrs. Press questioned the effect of the city's Gateway standards on the issue of electronic changeable copy signage.

Mr. Spraker said that an existing provision in the Volusia County Code of Ordinances required businesses within the city's Greenbelt and Gateway areas to comply with the city's Land Development Code requirements for signage and was the reason why county properties had been included in the staff analysis. He said that vacant site located in the County's jurisdiction would have to comply with the city's landscaping, signage, building architecture and utilities. What was in debate, he said, was whether those standards applied to an existing site that was changing use.

City Attorney Hayes explained that his understanding of the County's position was that adherence to the City's Greenbelt standards depended on whether or not it was internal renovation of an existing structure or whether it involved a renovation of more than 25% of the existing footprint.

Mrs. Press said she had mentioned the gateway standards not only because of the situation on North US1, but also because of the Ormond Beach/Daytona Beach mix of properties on State Road 40 in the area across from Breakaway Trails, among others. She referenced the memorandum from the Elite Business Park, which had 17 all-inclusive office suites and now wanted commercial uses, and asked if office uses would also be allowed to have electronic signage.

Mr. Spraker said that the property was less than three acres in size and would not meet the drafted criteria. He noted, however, that the Board could change the criteria or could limit the roadways. He

explained to Mrs. Press and Mrs. Behnke that a percentage of commercial uses was allowed within the office zoned districts, as was personal services.

Mrs. Behnke felt that the infrequent sign changes would limit the effectiveness of advertising 17 businesses, even with multiple names on each iteration. She said that an owner could also use the sign to advertise the lease space for rent, thereby further limiting the tenant exposure. She felt that the current economic situation should not be used as an excuse to include in the LDC things that would not otherwise be permitted.

Mr. Spraker responded to Mrs. Behnke's inquiry that a double-wide mobile home on a site that was commercially land used and zoned would be considered nonconforming and would therefore have no effect on the distance requirements for electronic changeable copy signage.

Mrs. Behnke stated that the more standards in the code, the more need for code enforcement, and said that if staff could not handle the enforcement issues created by a particular standard, it did not need to be put into the Code. She commented that the city already had more sign problems than code enforcement staff could handle. She felt that allowing the signs for the multi-use businesses would open a can of worms; though limited at first, the business community would want more and more concessions from the city to allow additional locations and capabilities. She viewed everything that came before the Board as whether or not it would be good for the city, she said, and that in this instance there was too much potential for abuse.

Mr. Adams recalled his initial concern at the idea of the electronic signs along SR A1A and other major thoroughfares in the city, but had changed his mind once the Board had developed the criteria that would severely restrict their use. He thought that the criteria were a good solution in getting things started and complimented Mr. Spraker on his research in developing the guidelines. He thought the work was solid and lent credence to the numbers and saw no reason why the Board could not use that information to move the item forward.

Mr. Opalewski echoed Mr. Adams comments and said that the Board was under a directive from the City Commission to provide them with language for electronic changeable copy sign regulations so that they could decide whether or not the signs were appropriate for the city. He said he was encouraged that the last meeting had been so productive; he thought there was a place in the city for electronic signage and hoped the Board could find a compromise that was acceptable to everyone.

Chair Thomas remarked that the time and location of the workshop had been a feature on the front page of the Neighbors section of the newspaper and expressed disappointment that the meeting was not well-attended. He questioned the opposition to the electronic signage and stated that those with whom he had spoken wanted the signs. He agreed with Mr. Adams and Mr. Opalewski that he was not concerned about allowing the signs on A1A, given the results of the research that showed so few eligible locations along that tourist corridor south of Granada Boulevard.

Chair Thomas also stated that:

- Hand Avenue would become a commercial corridor, with traffic diverted from SR40 once the overpass over I-95 was constructed and the road connection made with LPGA Boulevard and should be considered as an eligible corridor for electronic signage.

- Electronic changeable copy signs belonged on SR40 between Tymber Creek Road and Breakaway Trails, noting that there were businesses there that required them.
- Although he thought Wilmette Avenue would be a good southern boundary for the electronic signage along US1, he had no problem with designating Nova Road.
- The criteria provided by staff would severely limit the number of properties that would be eligible for the electronic signage.
- Because he was a businessman, he would probably be more lenient than other Board members.

Mrs. Press remarked that the diversity of opinions of the Board members was a good thing and pointed out that although the City Commission did ask for the Board's recommendation, they should not function as a rubber stamp. She also stated that as Board members, they were charged with the responsibility of representing the residents and doing what they thought best for the city, regardless of whether or not people attended the meeting.

Mr. Jorczak asked whether it was legally acceptable to designate only a segment of a roadway.

City Attorney Hayes responded that it was alright, since it was a reasonable regulation that dealt with location and because it was an additional form of signage that did not take away another means of signage communication. He thought that by designating only a segment, the Board could evaluate the result over time, or that alternatively, they could accept the criteria and designate all the roadways.

Mr. Jorczak thought that electronic changeable copy signage was a huge issue for the city and that although he was not opposed to electronic signs *per se*, he was very cautious about how to employ the technology in Ormond Beach. He agreed with Mr. Wigley and stated he did not want them along SR40; he did not believe it was the appropriate look for that main entrance to the city. He said that US1 north of Nova Road was more of a general commercial corridor, with a mixture of uses including industrial and some retail, and would better serve as a test case to give some businesses the benefit of the signs, while gauging the reaction of the public. He said that allowing the signs on a limited basis would also help the Board to determine whether or not the established parameters were appropriate, while limiting the impacts to the city.

Mr. Spraker responded to Chair Thomas that the existing electronic sign at the Performing Arts Center (PAC) was currently nonconforming and could remain unless damaged more than 50% or completely destroyed.

Chair Thomas doubted that the city would allow it to be removed because of the cost of the sign and asked if it was possible to include a statement in the ordinance that would allow the existing signs to be grandfathered.

Mr. Spraker said that the corridor would have to be extended to Wilmette Avenue and that the property would have to meet the criteria; he did not believe the property was a multi-tenant use.

Chair Thomas pointed out that the sign benefitted a large percentage of the citizens of Ormond Beach and had been the reason he wanted Wilmette as the southern boundary of the designated

roadway segment. He said that the criteria and the presence of wetlands would preclude most other properties from Wilmette to Nova Road from having the signs.

City Attorney Hayes asked that the Board determine whether or not there was a consensus for the criteria not addressed at the last workshop, so that his staff could finalize the draft ordinance.

Mr. Spraker stated that the Board had reached consensus on all the criteria except for Items 1, 2 and 5, as shown in the Board minutes from that workshop.

Item 1 – Roadway Designation

- Staff wanted Board direction regarding US1, Granada Boulevard and/or Nova Road and offered to study the Hand Avenue corridor if the Board so requested.
- Three (3) board members were adamantly opposed to the concept of electronic signs; four (4) board members were not opposed, but would allow only with conditions.
- Mr. Adams and Mr. Jorczak liked the criteria provided, but wanted to allow electronic signage on a limited basis, only on North US1.
- City Attorney Hayes said that once electronic signage was allowed along a designated roadway segment, it would be permitted until the ordinance was amended or another ordinance was adopted to prohibit the signs (at which time any existing signs would become legally nonconforming). Not the same as sunsetting.
- Chair Thomas wanted to include in the ordinance a time certain (two years) at which time staff would re-analyze the electronic signage issue. He thought that not allowing electronic signage continued to give license to the unattractive signage that already existed in the city. He did not think it should take so long for the city to decide whether or not to allow electronic changeable copy signage.
- Mr. Jorczak was not in favor of the signs and thought it would be a long-term nightmare, but felt the Board recommendation should provide the commissioners with the criteria developed should the City Commission want to permit them.
- Mrs. Press thought it ironic that those who wanted the signs were not located in the proposed corridor. She pointed out that the Commission directive had not been unanimous and said that it was not the right time to move the issue forward.
- Mr. Wigley questioned establishing Wilmette as the southern boundary on US1, since the PAC was not multi-tenant and would not meet the criteria if the existing electronic sign was destroyed. The city attorney pointed out that only if included could the city possibly re-establish another sign that did conform to regulations in the ordinance. Mr. Spraker said that the PAC did not currently have more than one business tax receipt (used to identify it as a multi-use property), but offered to look into it before the next meeting.
- Mr. Spraker also agreed to take a look at those businesses that had hung interior electronic signage in their windows, as noted by Mr. Jorczak. Both he and the city attorney were unsure whether or not those signs were legal.
- **The Board agreed to include the multi-tenant criteria.**

- **The Board agreed, for the purpose of drafting the ordinance, to identify the designated roadway segment in the draft ordinance as US1 between Wilmette Avenue and the northernmost city limits.**

Item #2 – Locational Criteria

- The draft would include 200 feet minimum lot frontage and three (3) contiguous acres.

Item #3 – Number of Signs

- Mr. Adams said that there did not appear to be any corner lots within the designated roadway segment, but felt that they should be allowed a second sign if they had 200 feet of frontage on both streets.
- A property with two two principal buildings and allowed two signs by right, could have one electronic sign and one regular sign, but would not be allowed to have a third sign. The electronic sign would be in lieu of one of the standard signs.
- City Attorney Hayes said that language needed to be included in the ordinance for electronic changeable copy signs, regardless of whether or not it was located elsewhere in the code.
- City Attorney Hayes agreed to include language to address the sign regulations for a multi-building, multi-tenant property.

Item #4 – Setback Criteria

- Mr. Spraker suggested a sign setback of five feet (5') rather than the ten feet (10') as specified in the draft ordinance, to be consistent per other regulations in the Land Development Code and prevent the unnecessary destruction of some landscaping in the buffer area to allow for site/sign visibility.
- In response to Mr. Jorczak, Mr. Spraker said that a sign to be constructed in a utility easement would require a release from the appropriate utility.
- **Consensus: 5-foot sign setback, as with other sign setbacks in the LDC.**

Item #5 – Distance Criteria

- The draft would include a 300-foot separation between electronic signage and residential uses.

Item #5 – Sign Type

- **Consensus was for a *monument sign*, rather than a ground monument sign.**
- Staff suggested setting a square footage standard within the ordinance, noting that the maximum for a monument sign was 64 square feet (100%).
- Chair Thomas thought that 100% text area would be easier for passersby to read.
- Mr. Adams thought that the signs should include the business location and address as well.
- Consensus was to leave sign area at 50%, with the option to amend it at the next meeting.

Item #11 – Brightness

- The Performing Arts Center signage is 25mm pixel spacing; staff recommended 20mm pixel spacing for static text and 16mm pixel spacing for changeable copy to ensure the sharpness.
- Chair Thomas asked that staff provide visual aids at the next meeting for purposes of illustration.
- Staff confirmed that light would be measured by foot-candle.

Appeal Process

- Current signage appeals are from the Chief Building Office or Site Plan Review Committee to the City Commission; further appeal is by writ of certiorari to the circuit court.
- **Consensus was the keep the appeals process the same for all signage.**

City Attorney Hayes advised the Board members that Legal would work with planning staff to revise the ordinance and present it to them at the next regular Planning Board meeting on October14th.

Chair Thomas asked the city manager if they could call attention to the Planning Board's hearing regarding electronic changeable copy signage by using the Friday newsletter. He thought that a prominent notice would help in encouraging the public to attend.

Mrs. Behnke opined that residents, both for and against the signage, would be more inclined to attend the City Commission meeting. She asked if there was any way to provide relief to the tenants at Amaral Plaza.

Mr. Goss explained that staff had to adhere to the regulations in the Code and could not simply waive those requirements. Mr. Spraker added that a Code amendment would be required, but pointed out that they could have a banner four times a year for 14 days each time. He cautioned that any amendment to the LDC would apply not only to one property, but would apply citywide. He responded to Mr. Jorczak that he could provide aerials of the locations along the US1 corridor that met the draft criteria and would include approved PRDs (planned residential developments) or those in the process of approval, even if they had not yet been constructed. He said that they could also identify larger vacant tracts with the potential for electronic signage.

I. ADJOURNMENT

The meeting was adjourned 9:05 p.m.

Respectfully submitted,

Ric Goss, AICP, Planning Director

ATTEST:

Doug Thomas, Chair

Minutes transcribed by Betty Ruger

ATTACHMENT 2

Other Volusia County jurisdictions regulations for electronic changeable copy signage

Daytona Beach

a. An easel sign is a one-sided sign displayed outside a business by placement on a three- or four-legged easel-type supporting structure.

b. Where permitted, easel signs shall meet the following standards:

i. The sign area shall not exceed eight square feet.

ii. The sign shall be placed on private property, such as within a recessed building entrance or foyer.

iii. The sign shall have a professional, finished appearance; and shall be maintained in good condition. The sign may contain a chalk or white board area for daily changeable copy.

c. Denial of a Sign Permit for an easel sign in a Redevelopment Area may be appealed to the applicable Redevelopment Board.

6. *Electronic Message Center Signs.*

a. An electronic message center sign is a sign that is capable of displaying electronic images, including text, where the rate of change is electronically programmed and can be modified by electronic processes.

b. A permitted ground or wall sign may be an electronic message center sign provided the following criteria are met:

i. Landscaping shall be provided in accordance with requirements in Section 6.10.J.7, Ground Signs.

ii. A ground sign with sign face on two sides and no more than 4.5 feet of separation between faces shall be considered a single sign, and the total sign area shall be the area on a single face.

iii. Sign copy may change only at intervals of not less than 60 seconds. Continuous scrolling, animation, or flashing of lights is prohibited.

iv. Graphics shall not be displayed at any time on the display screen area.

v. The display screen area shall provide a high-resolution picture quality with pixel spacing of 16 millimeters or less.

vi. Maximum brightness is 5,000 nits during the day and 500 nits from dusk to dawn.

vii. A malfunctioning sign must be turned off or display a blank screen.

viii. Electronic message center signs shall not be used to change or expand any nonconforming sign.

ix. No off-site advertising is permitted.

xx. These criteria may be waived or altered by the City Commission in a Comprehensive Sign Plan, Planned Development Agreement, or Public or Semi-Public Use Permit.

c. In addition to the enforcement and penalties provided in Article 10: Enforcement, failure to adhere to the operating standards in Sections 6.10.J.6.b.iii through 6.10.J.6.b.ix above shall result in suspension or revocation of the sign permit, as follows:

i. For a first violation within any continuous 12-month period, the sign permit shall be suspended for a period of 24 continuous hours.

ii. For a second violation within any continuous 12-month period, the sign permit shall be suspended for a one-week period.

iii. For a third violation within any continuous 12-month period, the sign permit shall be revoked, the sign must be removed from the property, and no permit for an electronic message center at the site shall be issued for a period of one year.

iv. Finding of violation:

(a) City staff shall personally deliver written notice of the violation, including a hearing date and time, to the permit holder or responsible person at the premises where the sign is located. If the recipient at the premises is not the permit holder, a copy shall also be sent to the permit holder by certified mail.

(b) The hearing shall be held before a Special Magistrate appointed by the City Commission. The Special Magistrate shall consider all relevant evidence presented by the parties. All parties shall have an opportunity to respond, to present evidence and argument, to conduct cross-examination and submit rebuttal evidence, and to be represented by counsel or other qualified representative. The lack of actual knowledge of, acquiescence to, participation in, or responsibility for, a violation on the part of the permit holder shall not be a defense.

(c) If the Special Magistrate finds that a violation has occurred, the special magistrate shall suspend or revoke the sign permit and provide written notice of the decision and suspension period or revocation date within ten days of the date of the hearing. The Special Magistrate's final order is subject to review in a court of competent jurisdiction in Volusia County, Florida, as provided by State law.

7. *Ground Signs.*

a. Ground signs shall be either monument signs or pole signs as follows:

i. A monument sign is a sign that is erected directly upon the existing or artificially created grade and supported by a constructed finished base or two or more posts, with a maximum height of eight feet, as measured from the natural grade, and has a maximum open area below the base of the sign of two feet.

ii. A pole sign is a detached freestanding sign that is supported by one or more poles, and is over eight feet high.

b.

DeLand

All signs shall comply with the regulations of the applicable Gateway District. If the site is outside the Gateway District, then the following standards shall apply.

b. The maximum area of the sign shall be 48 square feet per side. The maximum height of a ground sign shall not exceed eight feet.

c. The maximum area for a building sign shall be 32 square feet. The building sign may be in the form of a marquee type sign.

2. *Day care, nursery school, associated with houses of worship.* The maximum area of a ground sign shall be 16 square feet per side. The maximum height of a ground sign shall be eight feet. Ground signs shall comply with the provisions of section 33.90.03(o) or be set back a minimum of five feet from the right-of-way, whichever is greater.

3. *Home occupation.* The maximum area of a sign shall be one square foot, affixed on the wall adjacent to the front entrance of the building.

(g) *Public uses and buildings.* Public buildings, parks, community centers, and other public uses are exempt from the sign regulations. Design of signs shall be compatible with the building design.

(h) *Bed and breakfast signs.*

1. *Generally.* A permanent accessory sign may be displayed by any permitted bed and breakfast facility regardless of the zoning district in which they are located provided that the following standards are met.

2. *Restrictions.*

a. One cantilevered pole sign or ground sign shall be permitted in the front yard setback area provided the front lot line abuts a public right-of-way. The sign may be a single sign structure with two faces of equal size.

b. Each bed and breakfast may also display one nonilluminated wall mounted sign with a maximum area of three square feet.

c. Bed and breakfast advertising signs shall comply with the following standards:

(1) In any residential zoning district and in the P-1 and E-1 district, the maximum pole or ground sign area shall not exceed ten square feet per side.

(2) In residential zoning districts and in the P-1 and E-1 district, the overall height of the pole or ground sign/structure may not exceed eight feet.

(3) Bed and breakfast advertising signs may be lit by incandescent or fluorescent shielded lights or landscape lighting, provided the bulb wattage does not exceed 100 watts and the illuminated area is limited to the subject property.

(4) In no instance shall neon, metal halide, quartz, low- or high-pressure sodium lighting be permitted to be incorporated into the sign or to illuminate the sign.

(5) In commercial zoning districts, the signs must comply with the applicable zoning district or Gateway District.

d. Under no circumstances shall an off-premises sign be permitted to advertise a bed and breakfast located in a residential zoning district.

(i) *Utility signs.* Public utility signs that identify the location of underground utility lines and facilities, high voltage lines and facilities, and other utility facilities and appurtenances are permitted so long as they do not exceed three feet in height, and so long as the sign face does not exceed one square foot.

33-75.05. *Electronic or LED signs.*

(a) *Time-temperature-date signs.* Time-temperature-date signs are permitted as a permanent accessory sign on commercially developed parcels notwithstanding the general prohibition on changing signs. These signs may only display numerical information in an easily comprehensible way and shall be kept accurate. They may be ground or building signs, and are subject to the regulations applicable to such signs. They shall be counted as part of an occupancy's allowable sign area.

(b) *[Electronic message center signs.]* Electronic message center signs are permitted in place of a manual changeable copy board sign, provided that the following conditions are met:

1. A notarized affidavit is provided with the sign permit application stating the sign will be constructed and operated in compliance with city code, and that it will not flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color in accordance with section 33-73(y); and

2. The freestanding sign that contains a display screen shall meet the requirements of this chapter; and

3. The display screen shall not be oriented toward or face a residential zoning district; and

4. A photometric plan outlining the proposed illumination levels in foot-candles shall be provided with the sign permit, which plan shall demonstrate that illumination levels shall not exceed 0.3 foot-candles, measured with an illuminance meter set to measure foot-candles accurate to at least two decimals. Illuminance shall be measured with the electronic message center off, and again with the electronic message displaying a white image for full color-capable signs, or a solid message for single color signs. All measurements shall be taken perpendicular to the face of the electronic message center at a distance determined by the total square footage of the sign as set forth in the accompanying "Electronic Message Center Sign Area Versus Measurement Distance Table" below:

Electronic Message Center Sign Area
Versus Measurement Distance

AREA OF SIGN SQUARE FEET	MEASUREMENT (DISTANCE IN FEET)
10	32
15	39
20	45
25	50
30	55
35	59

; and

5. The display screen must be integral to the design of the sign structure and shall not be the dominant element; and
6. Only the identification of the tenants within the center shall be permitted, as off-site advertisement is prohibited; and
7. The display area shall apply towards the maximum amount of signage permitted per each site regardless of whether it is illuminated or utilized; and
8. Copy change of display screen shall not be more frequent than once per day; and
9. The display screen is restricted to a single permanent background color, per copy change. A malfunctioning electronic message center shall be programmed to turn off or otherwise display a blank screen. Electronic message centers must be equipped with software programming controls that automatically turn the sign off if the display is malfunctioning in any way; and
10. Any message or picture displayed shall be static in nature and shall not scroll, blink, flicker, flash, scintillate or be otherwise animated; and
11. The display screen area shall provide a high resolution picture quality. Exposed neon or fiber-optic tubing on electronic message centers is prohibited; and
12. Electronic message centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and can be programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurements; and
13. An information sheet shall be submitted as part of the sign permit application which includes the manufacturing specifications of the display screen being installed, along with contact information of the property owner, sign contractor and the display screen maintenance provider; and
14. The conversion of any existing permitted sign to an electronic message center or the installation of an electronic message center on or within an existing permitted sign shall require the approval of a new sign permit.

33-75.06. *Directional signs.* Directional signs limited in area to three square feet, giving directions to motorists regarding the location of parking areas and access drives, shall be permitted as permanent accessory signs on all parcels and shall not be counted as part of an occupancy's allowable sign area.

(Ord. No. 2013-11, § 1, 8-5-13)

Deltona

Sec. 102-4. - Permanent sign time, place, and manner regulations.

Signage regulations for permanent signs are as follows:

Table 102-1: Permanent Sign Height and Sign Area as Measured by the City

Sign Type	Max. Sign Height	Max. Sign Area
Monument (multi-tenant or single tenant)	10-ft. from street grade or curb	80-SF sign
Pole/pylon (multi-tenant or single tenant)	20-ft. from street grade or curb	64-SF sign
Wall/fascia/fascia return	Per wall copy area	35% of copy area
Awning/canopy	Per awning/canopy copy area	35% of copy area
Under-canopy/hanging	2-ft. over an 8-ft. clear zone	8-SF
Window/etching	Per window copy area	50% of window copy area
Menu-boards/Drive-through	8-ft.	48-SF
Home Occupation	1-ft.	2-SF

(1) Permanent signs have no time limit on their use.

(2) Sighting and location of signs shall be based on a sign plan per site and shall not violate any other provisions in the city's Code of Ordinances.

(3) Signs shall place the public health, safety, and welfare as paramount, be located in a safe manner that maintains clear site lines/visibility triangles, and does not obstruct public safety personnel.

(4) Signs shall not impede pedestrian or motorist safety, as determined by the city.

(5) Sign information shall be clearly legible to pedestrians and motorists.

(6) Sign construction and installation shall be in compliance with the Florida Building Code and Florida Fire Prevention Code standards, as amended.

(7) Maintenance of any sign is the sole responsibility and expense of the sign owner or user/tenant.

(8) Signs shall not create public or private nuisances or interfere with other electronic devises.

(9) All free-standing signs shall be placed along a property frontage with the adjacent roadway.

(10) All free-standing signs per lot shall be a minimum of one sign per 100-LF measured from the bottom of the sign for a minimum separation distance. The minimum separation distance shall not include measurement from signs on adjoining/adjacent lots.

(11) Signs shall not be located closer than ten feet from any applicable property line.

(12) Signs shall use decorative architectural features, where possible.

(13) Signs are for on premises use only, unless defined through a remote signage agreement/use permit that has been approved by the city upon a showing of necessity.

(14) Changeable/electronic changeable copy signs are permitted for a permanent sign or copy area and shall be equipped with automatic dimming technology that automatically adjusts for a sign's brightness in direct correlation with ambient light conditions, as applicable.

(15) Billboards shall only be permissible using federal highway sighting standards, directly adjacent to/oriented towards the interstate roadway travel-lane frontage, and shall be approved through section 102-11 of this sign code for their dimensions, placement, and lighting standards.

(16) Signs may be placed on property only with the written permission of the property owner.

(17) Signs shall comport to convenience business security standards in F.S. ch. 812.

(Ord. No. 29-2016, § 1, 4-17-2017)

New Smyrna Beach

Temporary wall banners may be displayed on the premises for a maximum of 60 days during any 12-month period. A permit is required for these temporary wall banners and only one permit will be allowed in any 12-month period. The temporary wall banners provided for in this section 604.12G(6)d. are expressly prohibited for single or multi-family residential dwellings, hotels, motels, assisted living facilities, and condos.

(7) Signs located at bed and breakfast homes, adult living facilities, nursing homes, public and private schools, and private and semi-public clubs located within residentially-zoned areas and non-residential uses within the RA zoning district shall conform to the following:

a. Ground signs.

1. Maximum copy area: 32 square feet.

2. Maximum height: 8 feet.

3. Materials and illumination. Must utilize indirect lighting to illuminate only the sign face.

(8) Electronic message centers. Electronic message centers shall only be allowed in the B-3 and B-5 zoning districts. Electronic message center signs shall be prohibited east of U.S. 1, except for properties with direct frontage on the east side of U.S. 1, regardless of zoning. Additionally, electronic message centers shall conform to the following requirements:

a. Minimum separation between electronic message center signs is 600 feet unless approved by the planning manager based on visibility needs.

b. Electronic message center signs must not face property zoned for single-family residential uses.

c. Electronic message center signs shall be prohibited within historic districts or facing a historic district if the electronic message center sign will be within 200 feet of the historic district.

d. The maximum light emanation from an electronic message center sign shall be no greater than .3 foot-candles, measured 200 feet from the sign.

e. Every electronic message center shall be equipped with an automatic dimmer device.

f. All electronic message centers shall comply with the appropriate city sign and other regulations.

g. Any malfunctioning electronic message centers must be turned off or display a blank screen until repaired.

h. All electrical equipment shall be UL listed.

i. All power to an electronic message center shall be supplied via underground carrier, inside approved conduit, and shall be installed according to the city electrical requirements.

j. All electronic message centers shall be kept in good operating condition and maintained with good external appearance.

k. Copy cannot change more than once every eight seconds.

(9) Additional signage on properties subject to active listing for sale or lease. Additional signs may be erected on properties subject to active listing for sale or lease in accordance with the following criteria:

a. Exempt signs: The following additional signs may be erected without a permit:

1. One sign not exceeding six square feet in area may be erected for each street or water frontage adjoining the parcel of property offered for sale, lease, or rent.

2. A maximum of three "add-on" or "rider" signs may be attached to each exempt additional sign, provided the total area of all "add-on" or "rider" signs does not exceed five square feet and provided that no "add-on" or "rider" sign exceeds the width of the exempt additional sign.

3. Minimum setbacks: Ten feet from side property lines and two feet from public right-of-way lines.

b. Non-exempt additional signs may be erected on property zoned C, RC, FR, R, A-1, A-2, MU, B-2, B-3, B-4, B-6, B-6A, CM, I-1, I-2, I-3, I-4, PUD, and COZ provided a permit is obtained and the additional signs conform to the following:

1. Maximum size: 32 square feet.

2. Maximum number of signs: One per each street or water frontage for each premises.

3. Minimum setbacks: five feet from any adjacent right-of-way, except where the applicant demonstrates that existing vegetation or other obstructions would preclude compliance with the five-foot setback.

c. Non-exempt additional signs may be erected on property zoned RA, RE, R-1, R-2, R2-A, R-3, R3-A, R3-B, R-4, R-5, R-6, MH-1, and MH-2, provided a permit is obtained and the additional signs conform to the following:

1. Maximum size: 16 square feet.

2. Maximum number of signs: one per each street and/or water frontage for each premises.

3. Minimum setbacks: Five feet from all property lines.

d. Visibility requirements: All additional signs allowed pursuant to this paragraph (9) shall be located outside the required visibility areas at the intersections of rights-of-way and outside the required visibility areas on waterfront parcels with the exception that when the visibility areas on a waterfront parcel overlap due to the width of the parcel, either one exempt sign or one non-exempt sign may be placed at the approximate mid-point of the water frontage.

(10) Flags in addition to exempt flags shall conform to the following:

a. Maximum number: Two flags per premises.

b. Flags shall be mounted on a single flag pole or separate flag poles installed either on the building or adjacent to (within 15 feet) the building.

c. No single flag shall exceed 40 square feet in area, and the aggregate size of all flags shall not exceed 72 square feet.

d. For the purpose of determining the size of a flag, only one side of the flag shall be counted as display surface.

e. Flags do not count in determining the maximum number of signs permitted.

(11) Signs in the New Smyrna Beach National Register of Historic Places Historic District and the Coronado National Register of Historic Places Historic District. Signs in the New Smyrna Beach National Register of Historic Places Historic District and the Coronado National Register of Historic Places Historic District that meet all other signage regulations may additionally be of the following types:

a. Dual Pole Sign consisting of two structural poles supporting the copy area between the poles. (Figure 604.12.G.(12)a.)

Port Orange

Section 9: - Digital signs and string lighting.

(a) *Digital signs.* Digital signs are subject to the following standards:

Figure 15:13 Examples of digital signs



(1) The digital sign area of a monument sign shall be integrated into the design of the sign. The digital sign area shall not be an add-on feature onto the monument sign, but rather must be fully integrated into the sign design.

Figure 15:14 Examples of electronic message area integrated into a monument sign



Figure 15:15 Example of the digital sign area not being integrated into a monument sign



(2) Each message on the digital sign shall be displayed for at least 60 seconds in duration. Message changes shall be completed instantaneously and shall be unnoticeable.

(3) Digital signs shall contain static messages changed only through dissolve or fade transitions and shall not have movement or the appearance or optical illusion of movement during the static display period of any part of the sign. A static message shall not include any flashing or the varying of light intensity, and the message shall not scroll. The change of message using dissolve or fade transition shall not exceed one second of time between each message displayed on the sign.

(4) The intensity of the light source for a digital sign shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety, or welfare.

(5) Digital signs shall not operate at brightness levels of more than 0.3 foot-candles above ambient light as measured using a foot candle (Lux) meter at a preset distance depending on sign area. Illuminance measurement requires two steps: First—ambient light shall be measured with the sign turned off. Second—sign light output shall be measured with the sign turned on as a solid white display. The difference between the two measurements shall be 0.3 foot-candles or less. The distance at which to take measurements is calculated with the following formula and rounded to the next whole number: Measurement distance = √ (Area of sign square feet × 100)

(6) Prior to the issuance of a sign permit for a digital sign, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory pre-set not to exceed 0.3 foot-candles above ambient light and that the intensity level is protected from end-user manipulation by password-protected software or other similar method as deemed appropriate by the administrative official. The electronic message center shall have automatic dimmer software or solar sensors to control brightness for nighttime viewing or as ambient light conditions change.

(7) The technology currently being deployed for digital signs is LED (light emitting diode), but there may be alternate, preferred and superior technology available in the future. Any other technology that complies with the performance standards for digital signs, including the maximum brightness levels as stated above, is permitted.

(8) A digital sign shall include systems and monitoring to either turn the display off, show "full black" on the display, or include a default mechanism that freezes the sign in one position if a malfunction occurs, and

(9) Be designed so that a catastrophic power surge will cause the sign to go dark or to deploy the maximum brightness limitations, and

(10) Digital sign faces shall have a pixel pitch of no more than eight millimeters.

(11)

Prior to the issuance of a sign permit, the applicant shall provide the phone number and email address of a person or company available to be contacted at any time and to turn off the digital sign promptly if a malfunction occurs.

(12) The light modules for a digital sign shall be repaired or replaced if they become broken, burned-out or substantially dimmed.

(b) *String lights.*

(1) String lights are allowed in all zoning districts as an accent element for outdoor dining area, porches, patios, event spaces, or similar structures or elements.

(2) String lights are not counted toward the maximum wall sign area allocation in this chapter.

(3) String lights on non-residential or multi-family zoned lots shall be shown and approved on a site plan, subdivision, building permit, or an approved application form provided by the city.

(4) The intensity of the light source for string lighting shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety, or welfare.

Figure 15:16 Examples of allowed string lighting



(Ord. No. 2021-13 , § 2, 10-19-21)

Volusia County

ii The copy area shall not exceed five square feet for each ten feet of street frontage, but in no event shall the maximum copy area exceed 125 square feet.

iii The height shall not exceed 30 feet measured from finished grade to the highest point on the sign, except that signs in the B-6 zoning classifications shall not exceed 50 feet in height.

iv A clearance of nine feet between the finished grade and the bottom of the sign shall be maintained for any portion of the sign which extends over any sidewalk.

v On any premises abutting the Atlantic Ocean, no ground signs shall be erected between a principal building and the ocean.

vi Signs within the thoroughfare overlay zone areas must comply with subsection 72-297(j).

vii Signs within a non-urban land use category must comply with subsection 72-297(j).

viii. Signs within the AP zoning classification must comply with the requirements under the AP classification, as described in chapter 72, division 7 of the Volusia County Code.

2. *Marquee signs:*

i Only one marquee sign shall be erected to or hung from a marquee, and such sign when hung from a marquee shall be at least nine feet at its lowest level above the sidewalk or ground level, and further, such sign shall not extend outside the line of such marquee.

ii Except as provided in subsection 2.i. above, a marquee sign may be erected to the sides and front of a marquee, and such sign may extend the entire length and width of said marquee, provided such sign does not extend more than six feet above, nor one foot below such marquee; but under no circumstances shall the sign have a vertical dimension greater than eight feet.

3. *Projecting signs:*

i Only one projecting sign not exceeding a maximum copy area of 32 square feet may be erected on any premises.

ii A projecting sign may extend more than 12 inches but less than four feet beyond the wall of the building to which it is attached.

iii A minimum clearance of nine feet above the finished grade of a sidewalk shall be maintained.

4. *Wall signs:* Only one wall sign shall be permitted for each organization or business establishment. The copy area shall not exceed two square feet for each linear foot of building frontage up to a maximum of 750 square feet. On corner or double frontage lots, a maximum of two wall signs are permitted provided that one of the sign's copy areas shall be figured on the basis of half of the percent allowable for lots that front along a single street. Wall signs may be erected on any wall.

5. *Canopy signs.* Signage shall meet the requirements of this section [72-298] of this article; provided, however, up to 16 square feet of copy area containing the name, logo, initials, or other identification symbol of the business may be displayed on attached or detached canopy structures. If the total copy area of signage located on the canopy structure exceeds 16 square feet, the canopy shall be considered a ground sign.

6. *Electronic message centers.*

i. An electronic message center shall only be located on parcels zoned P, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, I-1, I-2, I-3, I-4, OCV, OTC or the following subcategories of PUD, BPUD, IPUD, and MPUD, as described in chapter 72, division 7 of the Volusia County Code.

ii. The conversion of any existing permitted sign to an electronic message center or the installation of an electronic message center on or within an existing permitted sign shall require the approval of a new county sign permit pursuant to the procedures described in subsection 72-298(13), Volusia County Code.

iii. The maximum sign area of the electronic portion of an electronic message center shall not exceed 40 percent of the total sign area allowed for ground signs, or 34 square feet, whichever is less.

iv. An electronic message center may only be constructed on a parcel of land having a minimum of 100 feet of roadway footage. Recognized existing nonconforming parcels may seek a variance from this restriction, provided they meet the variance criteria and requirements of subsection 72-379(1)a.4. of this Code.

v. An electronic message center must be set back at least five feet from the right-of-way, and shall be part of a ground-mounted monument style sign no greater than eight feet above grade. An electronic message center may not be installed on an existing permitted sign which is taller than eight feet above grade.

vi. An electronic message center shall not be installed within 1,000 linear feet of a conforming single-family residence as measured along each side of the right-of-way.

vii. An electronic message center with a sign face on two sides and no more than 4.5 feet of separation between faces shall be considered a single sign, and the total sign area shall be the area on a single face.

viii. The copy content of an electronic message center may change at intervals of no less than eight seconds. The content image must remain stable; continuous scrolling or flashing of the image is prohibited.

ix. The copy content of any electronic message center shall not contain effects that are designed to resemble a traffic signal or emergency vehicle strobe lighting.

x. A malfunctioning electronic message center shall be programmed to turn off or otherwise display a blank screen. Electronic message centers must be equipped with software programming controls that automatically turn the sign off if the display is malfunctioning in any way.

xi. Exposed neon or fiber-optic tubing on electronic message centers is prohibited.

xii. If city gateway standards apply to any proposed electronic message center in accordance with the nonresidential design standards of section 72-303, Volusia County Code, and the standards found in the Code of the city at issue differ from those found in the Volusia County Code, then the most restrictive provision shall apply.

xiii. Electronic message centers are prohibited within the sea turtle lighting ordinance boundary area described in chapter 72, division 12 of the Volusia County Code.

xiv. Electronic message centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and can be programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurements.

xv. For purposes of operating electronic message centers, the difference between the off and solid message measurements using the electronic measurement criteria described herein shall not exceed 0.3 foot-candles. The illuminance of an electronic message center shall be measured with an illuminance meter set to measure foot-candles accurate to at least two decimals. Illuminance shall be measured with the electronic message center off, and again with the electronic message displaying a white image for full color-capable signs, or a solid message for single color signs. All measurements shall be taken perpendicular to the face of the electronic message center at a distance determined by the total square footage of the sign as set forth in the accompanying "Electronic Message Center Sign Area Versus Measurement Distance Table" below:

Electronic Message Center Sign Area
Versus Measurement Distance

AREA OF SIGN SQUARE FEET	MEASUREMENT (DISTANCE IN FEET)
10	32
15	39
20	45
25	50
30	55
35	59

xvi. Existing nonconforming electronic message centers must be brought into compliance with the dimming and illumination provisions of this subsection (8)b.6. through the adjustment of existing hardware and/or software by October 1, 2012. Violations related to an electronic message center operator's failure to abide by the dimming and illumination standards of this subsection (8)b.6. will result in the immediate initiation of code enforcement procedures by the county. The owner/operator of the electronic message center may offer reasonable evidence to the code enforcement board that the electronic message center in question cannot be dimmed or adjusted to the standards listed herein.

xvii. Nonconforming electronic message centers that do not comply with the location and size requirements of this subsection (8)b.6. shall be subject to the removal requirements of subsection (15) herein, titled "Nonconforming signs."

c. *Minimum distance from lot lines:* No signs shall be located closer than five feet from any lot line.

(9) *Off-premises signs:* Off-premises signs may only be erected in the B-6, I-1, or I-2 zoning classifications established in division 7, along federal-aid primary or interstate highways. Provided, however, such off-premises signs shall comply with the thoroughfare overlay zone regulations in section 72-297 and the nonresidential development design standards in section 72-303 if such sign is located in an area in which these regulations are applicable. Off-premises signs shall be included in the number of maximum signs and copy area allowed for the zoning classification in which it is to be placed. Said off-premises signs shall otherwise comply with the requirements of F.S. ch. 479 and chapter 14-10, Fl. Admin. Code.

(10)

Ms. Shull inquired about single-family homes operating Assisted Living Facilities (ALFS) in them and asked if there are any and if they are allowed in residential zoning. Ms. Eaton replied that they are defined as community residential homes, and are regulated by the state, depending on the occupancy of elderly people, requirement of six or less. Ms. Shull commented that the ALFs in Ormond Beach are overloaded with three to four people in a room meant for two people. Ms. Eaton stated that most residential zoning districts allow for the community residential home uses.

B. Discussion item, Electronic Changeable Copy Signage

Mr. Spraker delivered an overview of the topic of Electronic Changeable Copy Signage stemming from the City Commission as a request to bring to the Planning Board to get direction to provide back to them. The definition was explained as a sign that displays an electronic image where the rate of change is electronically programmed and can be modified by electronic processes.

Mr. Spraker explained three examples of Electronic Changeable Copy Signs within the city are the Performing Arts Center, Destination Daytona and the Trails Shopping Center.

Mr. Spraker stated that the current Land Development Code (LDC) allows Electronic Changeable Copy Signs under two conditions with the existing standards and two allowable places, **(1)** Destination Daytona, Phases 1 and 2, allowed through a Planned Development, therefore if they want a new sign, they are required to come back through as a Planned Development amendment and go through the Planning Board and City Commission for approval, if applicable; and **(2)** Gas stations through Special Exceptions, with LDC conditions based on size, pixel spacing, the length of time the message changes with text only, no graphics or flashing. The requirements for it are an operating manual and a Certificate of Conformance.

Mr. Spraker continued that previously in 2004 – 2010 there were different standards and they were allowed in the B-8 zoning district, as a Special Exception or Planned Development. The Trails Shopping Center went through at that time. Mr. Spraker added that it was specifically designed for shopping centers over 120,000 square feet, with similar conditions of how often the message could change with text only and color/brightness regulations. The second area it was allowed between 2004-2010 was governmental agencies, such as the performing arts center where the conditions allowed 100 percent of the sign area to be electronic changeable copy and community information, and text only. Mr. Spraker stated that in 2010 there was a major sign amendment, a rewrite of the sign section. There was discussion at that time and the sign section was deleted with a request by City Commission to bring something else back (Ordinance 2010-21).

Mr. Spraker explained that the discussion was included in the Planning Board meeting packet. The vote of the Planning Board was 3-3 and it did not receive a motion for action at City Commission, therefore was denied, leading to Destination Daytona and the gas stations amendments over the last 14 years that allowed it. Mr. Spraker stated that the other cities have a wide range of regulations. He explained that most cities have conditions on displays and are regulated in how much it change with text only on the display. Some jurisdictions allow it in specific zoning districts

and others allow it where monument and ground signs are allowed. It was emphasized that there is no rush for the Planning Boards direction on the matter.

Mr. Jorczak asked about the properties that were annexed into the city with nonconforming signs. He inquired if they get grandfathered in so that if they do not agree with the city standards, and have nonconforming signs, they can continue until it is destroyed. Mr. Spraker responded yes.

There was discussion regarding the length of time in between the changes of the text and it was determined that the current conditions allow a change once every minute in Destination Daytona and gas stations allow it once every six hours. This standard can be changed as some jurisdictions allow one every 30 seconds.

Chairman Thomas remarked that one advertisement every minute is fine, giving more time to read.

Mr. Galloway inquired why not following industrial standards for the decision instead of the Planning Board deciding on a call that should not be made. He added that he is not a pro to decide on the amount of time and would like it if the industry standards were brought to the Board. Chairman Thomas disagreed and suggested on deciding what is best for the City of Ormond Beach citizens.

Mr. Jorczak referenced gas stations being approved by the state and asked how many gas stations currently have Electronic Copy Changeable signs and how many are scheduled to use them. He continued that part of the problem is the density and asked how many are in the works due to the state mandate for specific local jurisdictions regarding what the sign can do and the length of time it is allowed. He expressed his concerns over the gradual proliferation for the technology and the interest in everyone putting electronic signs up and how all of a sudden the city has Time Square in the City of Ormond Beach. Mr. Spraker stated that his guess was that eight to ten gas stations have been approved for them with another 10-15 that do not have them.

Chairman Thomas asked if a requirement of the square footage of the Electronic Copy Changeable signs at strip malls could be regulated. Attorney Hayes responded that time, place and manor can be regulated which includes location, duration, size/dimensions (based on the building or property width) and how quickly or slowly the messaging can be changed. He continued that the message and the types of businesses cannot be regulated. Attorney Hayes explained that it cannot be so specific that the uses within zoning categories are being drilled down on.

Mr. Spraker stated that he has not noticed regulations on the distance in between signs in reviewing other jurisdictions standards. There was discussion at a past Planning Board meeting on the suggested distances but was not adopted.

It was discussed that multiple places, including churches, have expressed interest in the Electronic Copy Changeable signs and were told that the Land Development Code would require an amendment first and elected not to apply when given the 2010 history on it. Mr. Spraker suggested for the Board to find a zoning district that is appropriate in.

Chairman Thomas inquired if Electronic Copy Changeable signs could be applied for with Special Exceptions at any location. Attorney Hayes referenced the distancing, and stated that there are situations where there are two Electronic Copy Changeable signs at a gas station on a corner lot, or a commercial property, or a shopping center with multiple signs, and how that is where distance may want to be regulated. He continued that looking at location, the Board may want to look at the zoning districts. Attorney Hayes commented that technology is better today than 20 years ago when these issues first came before the Board and City Commission.

Mr. Railsback reviewed the task at hand and remarked that the City Commission is asking for the Planning Board to express if there is an appetite for Electronic Copy Changeable signs in the city and to look at what is in place today and look at the details of it, including the lumens, and decide if it is too restrictive, or not restrictive enough. He reiterated what was asked of the Board as to which zoning districts are okay for them to be in.

Mr. Spraker explained the tasks as the following:

1. Determining if electronic copy changeable signs are an appropriate type of signage;

2. If so, what areas would electronic copy changeable signs be appropriate;

3. What should be the conditions for electronic copy changeable signs; and

4. What would be the approval process (staff approval, Special Exception or Planned Development).

Mr. Spraker stated that there is no time schedule for it to get back to the Commission by.

Attorney Hayes reiterated Mr. Railsback and Mr. Spraker's comments and added that the Board should also consider if they want all of the Electronic Copy Changeable signs to come to the Planning Board and City Commission, or if for example, for a large shopping area where they want more than what they are allowed to have as part of a variance.

Ms. Shull suggested that the Board go by each zoning district map and decide that way. Mr. Spraker agreed and stated that staff will research and share where the current locations are of Ormond Beach businesses with Electronic Copy Changeable signs and identify change rates and possibly invite a sign company to attend a Planning Board meeting.

The two city billboards from the late 1980s were discussed in that they resulted from litigations and fell under a completely different set of statutes that dealt with how many billboards could be approved, the processes by the city and state, and where they could be located. Attorney Hayes stated that it does not apply to the topic at hand. The city sign at the Performing Art Center does not apply because the sign regulations apply for private and not government uses. He added that many of the local municipalities do not have prohibitions within certain locations or zones. If it

is limited too much to certain zoning categories, it could appear that the Board is favoring it too much in specific zoning districts and not others.

It was discussed that the process for the signage could be cost-prohibitive.

Attorney Hayes explained that gas stations fall under a different set of state regulations that are content-specific by the state. There are conditions within the statute that were included within the ordinance, by which the purpose is to improve the sightline for public safety.

Chairman Thomas suggested that Mr. Spraker and Attorney Hayes discuss and bring suggestions back to the Board.

Ms. Shull asked about safety with the size of the signage for traffics sake. She elaborated on the overkill of two signs at one corner, when it is on a residential street. Mr. Spraker responded that all of the signage is regulated based on the width of the parcel, in which none of the width requirements are changing. He stated that they have to fit within the parameters and advised the Board that conditions can be set for a certain percentage of the overall sign to be electronic, as well as the distance to residential.

Ms. Shull referenced monument signs blockage of view when too low.

Chairman Thomas concurred with Ms. Shull, referencing the 7-11 Convenience Store monument sign by the Trails.

Ms. Shull commented that she likes Electronic Copy Changeable signs for the gas stations but disagrees with too many on one parcel.

Mr. Galloway stated that AI is coming sooner than later, and added how there are screens in the cars where this will not be the issue that it is now, in the future.

Mr. Scudiero commented that he voted against the gas station applications for the Electronic Copy Changeable signage was to provoke this type of discussion because of the unfairness. He continued that serious thought needs to be given to what Mr. Spraker and Attorney Hayes explained and does not want to see it overly-restrictive and have to explain to one business on Granada Boulevard why they can have it and one 100 yards away cannot. All major roads should be captured, except for residential.

Chairman Thomas commented that it has been a subject for a long time but does not want to make a decision tonight.

Mr. Jorczak remarked that he prefers to adopt technology slowly.

X. MEMBER COMMENTS

Mr. Jorczak passed the Board information on the recent AOPA national publication and spoke on the city's airport activity and the referenced it as one of the city's tools for economic development. He commended Mr. Brian Rademacher, Economic Development Director, and Mr. Steven Lichliter, Airport Director, City of Ormond Beach, for their efforts. The publication highlighted the Ormond Beach Municipal

ATTACHMENT 3

July 11, 2024 Planning Board packet and minutes for ECC

CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

DEPARTMENT OF PLANNING MEMORANDUM

TO: Planning Board members

FROM: Steven Spraker, AICP, Planning Director

DATE: June 28, 2024

SUBJECT: Discussion Item: Electronic Changeable Copy Signage

The City Commission has been considering changes to the existing electronic changeable copy signage conditions within the Land Development Code. In January 2024, a summary was assembled by Planning staff (June 13, 2024 Planning Board packet) detailing the past actions of the city regarding electronic changeable copy signage, current regulations, and other jurisdiction's regulations for electronic changeable copy signage. At the May 7, 2024, City Commission meeting, direction was provided to have the Planning Board review the electronic changeable signage regulations and provide recommendations to the City Commission.

At the June 13, 2024, Planning Board meeting there was a discussion item designed to introduce the electronic changeable copy signage item, provide a summary memorandum, and gather input from the Planning Board members. The minutes of the June 13, 2024, Planning Board meeting are included in the agenda packet. The discussion focused on four primary areas below. Also attached is (1) guidance sheet for Planning Board members input, (2) zoning district areas, (3) Section 3-47 of the Land Development Code, and (4) list of existing gas stations and electronic changeable copy signage. The purposed of the July 11, 2024 Planning Board is to seek direction on the four (4) specific decision points summarized at the June Planning Board meeting. The decision points are discussed below:

1. **<u>Decision Point</u>: Are electronic changeable copy signs an appropriate type of signage?**

   This is a core policy issue on this topic. Past public meetings have provided input to allow electronic changeable copy signs and not to allow electronic copy changeable signs. In consideration of this item, it is important to note that other signage sections would apply in conjunction with electronic changeable copy signs:

   <u>Monument Signage</u>

   A. Monument signs are required within (1) Greenbelt & Gateway Preservation Districts, (2) Downtown area, (3) B-1, B-9 and B-10 zoning districts, and (4) all residential zoning districts.
   B. Maximum Height = 8 feet.
   C. Maximum number:
      1. Interior lot = 1

2. Corner lot = 2

3. Multiples principal buildings = 1 per building based on lot frontage.

4. Properties with building over 50,000 square feet = 1 sign for each entrance.

D. Maximum square footage: based on the lot frontage of the property (chart in Land Development Code).

E. No sign allowed to be within 100 feet of another on-site sign on the same property.

F. Master sign plan required if multiple signs exist/planned for one property.

Pole Signage

A. Allowed where not excluded under monument signage, such as South Atlantic Avenue and South Yonge Street.

B. Maximum Height = 20 feet.

C. Maximum number:

1. Interior lot = 1

2. Corner lot = 2

3. Multiples principal buildings = 1 per building based on lot frontage.

4. Properties with building over 20,000 square feet and 250 linear feet of let frontage = 2 signs based on lot frontage.

D. Maximum square footage: based on the lot frontage of the property (chart in Land Development Code).

E. No sign allowed to be within 100 feet of another on-site sign on the same property.

F. Master sign plan required if multiple signs exist/planned for one property.

Section 3-47 of the Land Development Code has been provided as an attachment.

2. Decision Point: If there is a determination that electronic copy changeable signs are appropriate, what areas of the city would electronic changeable copy signs be appropriate?

Based on the research of other jurisdictions, there are two approaches to allowing electronic copy changeable signs:

A. Allow electronic changeable copy signs wherever monument or pole signs are allowed.

B. Allow only within certain zoning districts. The potential zoning districts include:

Zoning Districts
B-1, Professional Office/Hospital
B-2, Neighborhood Commercial
B-3, Reserved

B-4, Central Business
B-5, Service Commercial
B-6, Oceanfront Tourist Commercial
B-7, Highway Tourist Commercial
B-8, Commercial
B-9, Boulevard
B-10, Suburban Boulevard
I-1, Industrial
PBD, Planned Business Development
PMUD, Planned Mixed Use Development
PID, Planned Industrial Development

Additional information would be provided on this decision point with the staff presentation at the Planning Board meeting.

3. <u>Decision Point</u>: What should be the conditions for electronic changeable copy signs?

The existing conditions for electronic changeable copy signs are as follows:

a. All electronic changeable copy signage shall operate under the following conditions:
   1. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area.
   2. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeters or less;
   3. The display feature of an electronic changeable copy sign shall not change more rapidly than once every minute; except that the electronic display feature for gas stations shall not change more than once in every six continuance hour period.
   4. The electronic changeable copy sign display shall consist of text and static images only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board;
   5. The electronic changeable copy sign display shall have a one-color background with only the message image lit in a one-color or multi-color copy;
   6. All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions;

7. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations; and
8. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.

The conditions can be summarized as:

#	Item	Condition/Regulation
1	Display Area	60% of allowed sign area
2	Pixel spacing (sharpness)	20 millimeters or less
3	Time of copy change	6 hours for gas stations and 1 minute for all others
4	Only text/static images	No animation allowed
5	Limited color	One color background
6.	Brightness allowed	Requires ambient light monitors
7.	Manufactured operating manual	
8.	Certificate from owner acknowledging standards	

Other jurisdictions:

Examples of key regulations from other jurisdictions:

Time (rate) of copy change:

Daytona Beach: not less than 60 seconds.

Deland: Once per day.

New Smyrna Beach: not more than once every eight seconds.

Port Orange: Each message shall be displayed for at least 60 seconds in duration.

Volusia County: not more than once every eight seconds.

Oviedo: each message shall be displayed for at least four seconds.

Palm Beach County: Roadways with speed limits less than 45 miles per hour – minimum 12 seconds. Roadways with speed limits greater than or equal to 45 miles per hour -minimum eight seconds.

Crystal River: sign display must remain static for a minimum of seven minutes.

Copy area:

Daytona Beach: No specific copy are area restriction (other than overall sign square footage).

Deland: Regulated via chart.

Oviedo: 20% of permitted sign area.

New Smyrna Beach: No specific copy are area restriction (other than overall sign square footage).

Port Orange: No specific copy are area restriction (other than overall sign square footage).

Volusia County: Shall not exceed 40 percent of the total sign area for ground signs or 34 square feet, whichever is less.

Palm Beach County: 50 percent of total sign area.

Other potential criteria:

1. Malfunctioning sign must be turned off or display a blank screen.
2. No off-site advertising is permitted.
3. Electronic changeable copy signage is not permitted to be incorporated into existing non-conforming signage.
4. No electronic changeable copy signs allowed within 300 feet of a conforming single-family house as measured in walking distance from a roadway from the property line from the property with the electronic changeable copy sign and the property line of the single-family house.
5. Consider the enforcement provisions within the Daytona Beach code section which is provided below:

   c. In addition to the enforcement and penalties provided in Article 10: Enforcement, failure to adhere to the operating standards in Sections 6.10.J.6.b.iii through 6.10.J.6.b.ix above shall result in suspension or revocation of the sign permit, as follows:

      i. For a first violation within any continuous 12-month period, the sign permit shall be suspended for a period of 24 continuous hours.

      ii. For a second violation within any continuous 12-month period, the sign permit shall be suspended for a one-week period.

      iii. For a third violation within any continuous 12-month period, the sign permit shall be revoked, the sign must be removed from the property, and no permit for an electronic message center at the site shall be issued for a period of one year.

      iv. Finding of violation:

         (a) City staff shall personally deliver written notice of the violation, including a hearing date and time, to the permit holder or responsible person at the premises where the sign is located. If the

recipient at the premises is not the permit holder, a copy shall also be sent to the permit holder by certified mail.

(b) The hearing shall be held before a Special Magistrate appointed by the City Commission. The Special Magistrate shall consider all relevant evidence presented by the parties. All parties shall have an opportunity to respond, to present evidence and argument, to conduct cross-examination and submit rebuttal evidence, and to be represented by counsel or other qualified representative. The lack of actual knowledge of, acquiescence to, participation in, or responsibility for, a violation on the part of the permit holder shall not be a defense.

(c) If the Special Magistrate finds that a violation has occurred, the special magistrate shall suspend or revoke the sign permit and provide written notice of the decision and suspension period or revocation date within ten days of the date of the hearing. The Special Magistrate's final order is subject to review in a court of competent jurisdiction in Volusia County, Florida, as provided by State law.

6. Digital sign area shall be integrated into the design of the sign.
7. The change of display of messages must be instantaneous with no fading or special effects.

4. <u>Decision Point</u>: What should be the approval process (staff approval, Special Exception or Planned Development)?

Below are three potential approval processes for consideration:

A. Allow electronic changeable copy signage to be permitted through the issuance of a sign permit regulated by city staff?

B. Allow electronic changeable copy signage to be permitted through the issuance of a sign permit regulated by city staff. For projects who desire to vary the established standards, they could seek alternative standards with a public hearing as a Special Exception or Planned Development.

C. Allow electronic changeable copy signage to be permitted through a public hearing process (Planning Board review/recommendation and City Commission action).

Attachments:

1. Guidance sheets for Planning Board members input
2. Zoning district areas
3. Section 3-47 of the Land Development Code
4. List of gas stations and electronic changeable copy signage within Ormond Beach

ATTACHMENT 1

Guidance sheets for Planning Board members input

Guidance Sheet for Electronic Changeable Copy Signage

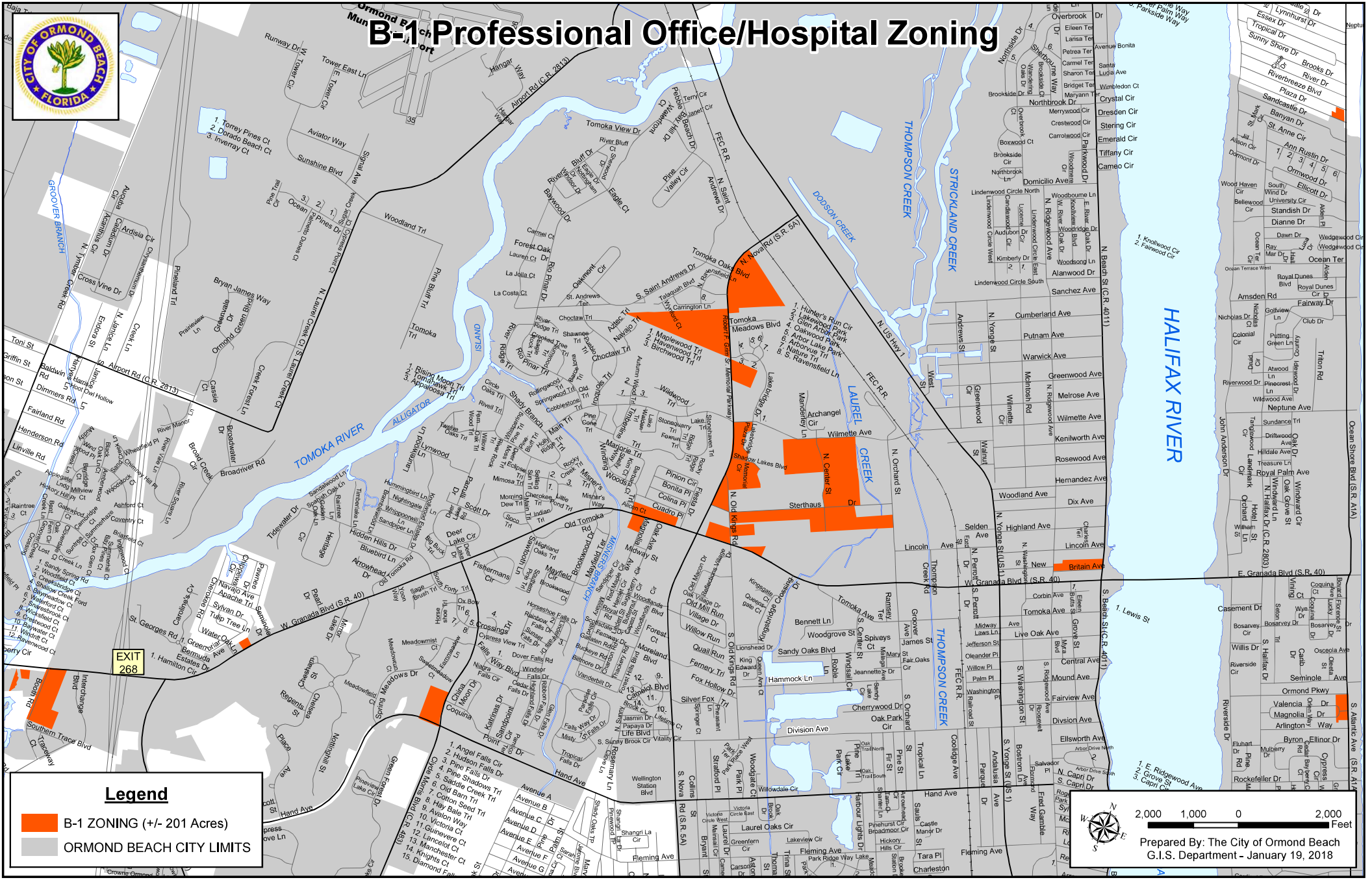
Decision Point: Are electronic changeable copy signs an appropriate type of signage?					
#	**Item**	**Yes**	**No**	**Additional information Needed**	**Other Recommendation or notes**
1.	*Are electronic changeable copy signs an appropriate type of signage*				
Note: If answer to #1 is no, please complete the remainder of the guidance sheet to obtain input if these signs were to be allowed					
Decision Point: What areas of the city would electronic copy changeable signs be appropriate/allowed?					
#	**Item**	**Yes**	**No**	**Additional information Needed**	**Other Recommendation or notes**
2.	*What areas would electronic changeable copy signs be appropriate – Option A: Allow electronic changeable copy signs wherever monument or pole signs are allowed*				
Note: If answer to #2 is yes, please skip to number 4					
3.	*What areas would electronic changeable copy signs be appropriate – Option B: Allow only within certain zoning districts? Please select which zoning districts with a yes.*				
	B-1, Professional Office/Hospital				
	B-2, Neighborhood Commercial				
	B-3, Reserved				
	B-4, Central Business				
	B-5, Service Commercial				
	B-6, Oceanfront Tourist Commercial				
	B-7, Highway Tourist Commercial				
	B-8, Commercial				
	B-9, Boulevard				
	B-10, Suburban Boulevard				
	I-1, Industrial				
	PBD, Planned Business Development				
	PMUD, Planned Mixed Use Development				
	PID, Planned Industrial Development				

Guidance Sheet for Electronic Changeable Copy Signage

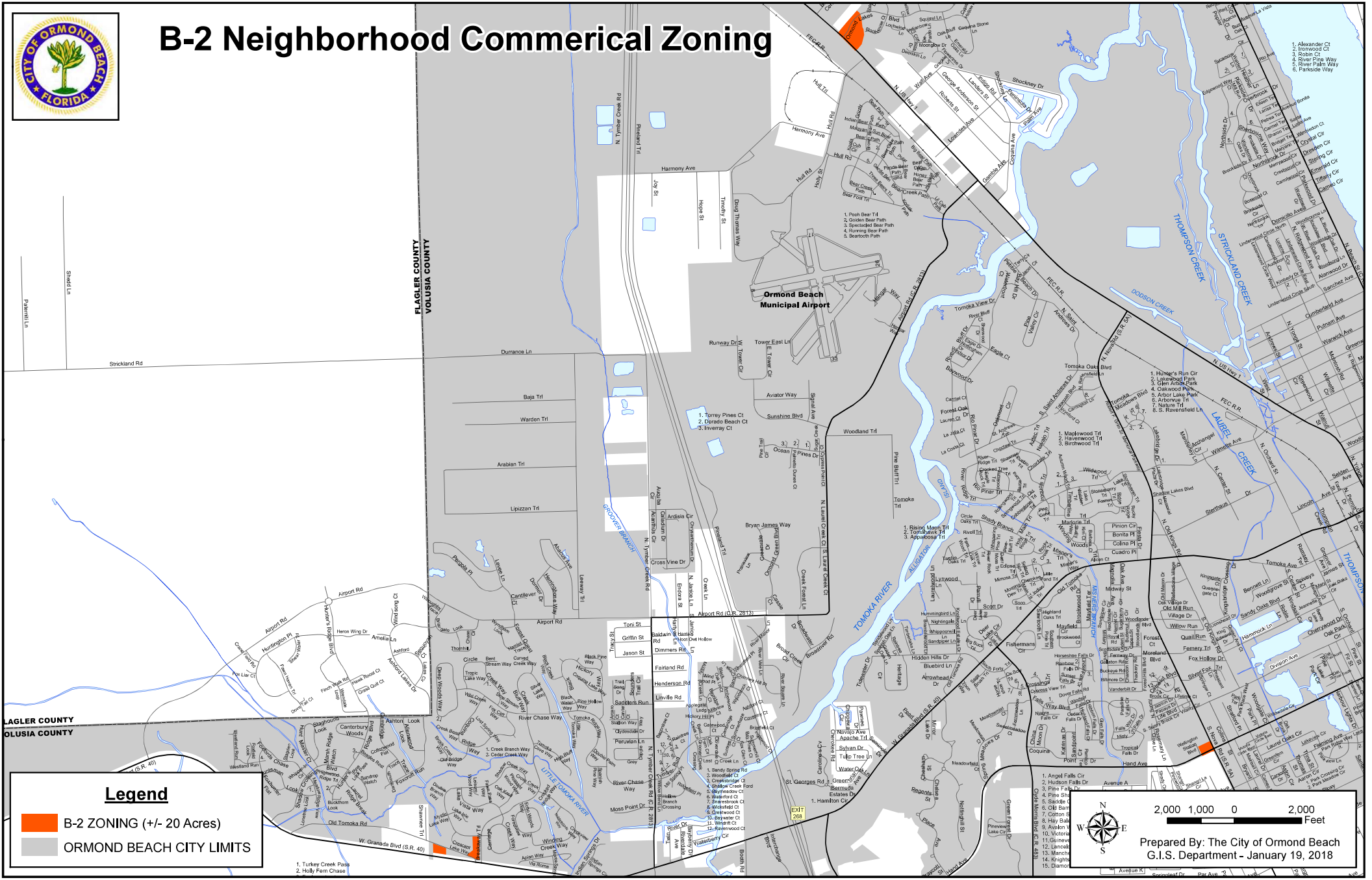
Decision Point: What conditions should be established for Electronic Changeable Copy Signage?					
#	Item	Yes	No	Additional information Needed	Other Recommendation or notes
4.	What is the allowed display area for electronic changeable copy signs?				
5.	Require pixel spacing?				
6.	What is the rate of change allowed for electronic changeable copy signs?				
7.	Only allow static text for electronic changeable copy signs?				
8.	Only allow limited colors for electronic changeable copy signs?				
9.	Require manufactured operating manual?				
10.	Require certificate from owner acknowledging standards?				
11.	Other potential criteria - Malfunctioning sign must be turned off or display a blank screen?				
12.	Other potential criteria - No off-site advertising is permitted?				
13.	Other potential criteria - No electronic changeable copy signs allowed within 300 feet of a conforming single-family house as measured in walking distance from a roadway from the property line from the property with the electronic changeable copy sign and the property line of the single-family house?				
14.	Other potential criteria – code enforcement provision?				
15.	Other potential criteria - Digital sign area shall be integrated in to the design of the sign?				
16.	Other potential criteria - The change of display of messages must be instantaneous with no fading or special effects?				
17.	Any other conditions for electronic changeable copy signs?				
Decision Point: What should be the approval process for electronic changeable copy signage?					
#	Item	Yes	No	Additional information Needed	Other Recommendation or notes
18.	*Allow electronic changeable copy signage to be permitted through the issuance of a sign permit regulated by city staff?*				
19.	*Allow electronic changeable copy signage to be permitted through the issuance of a sign permit regulated by city staff. For projects who desire to vary the established standards, they could seek alternative standards with a public hearing as a Special Exception or Planned Development.*				
20.	*Allow electronic changeable copy signage to be permitted through a public hearing process (Planning Board review/recommendation and City Commission action)?*				

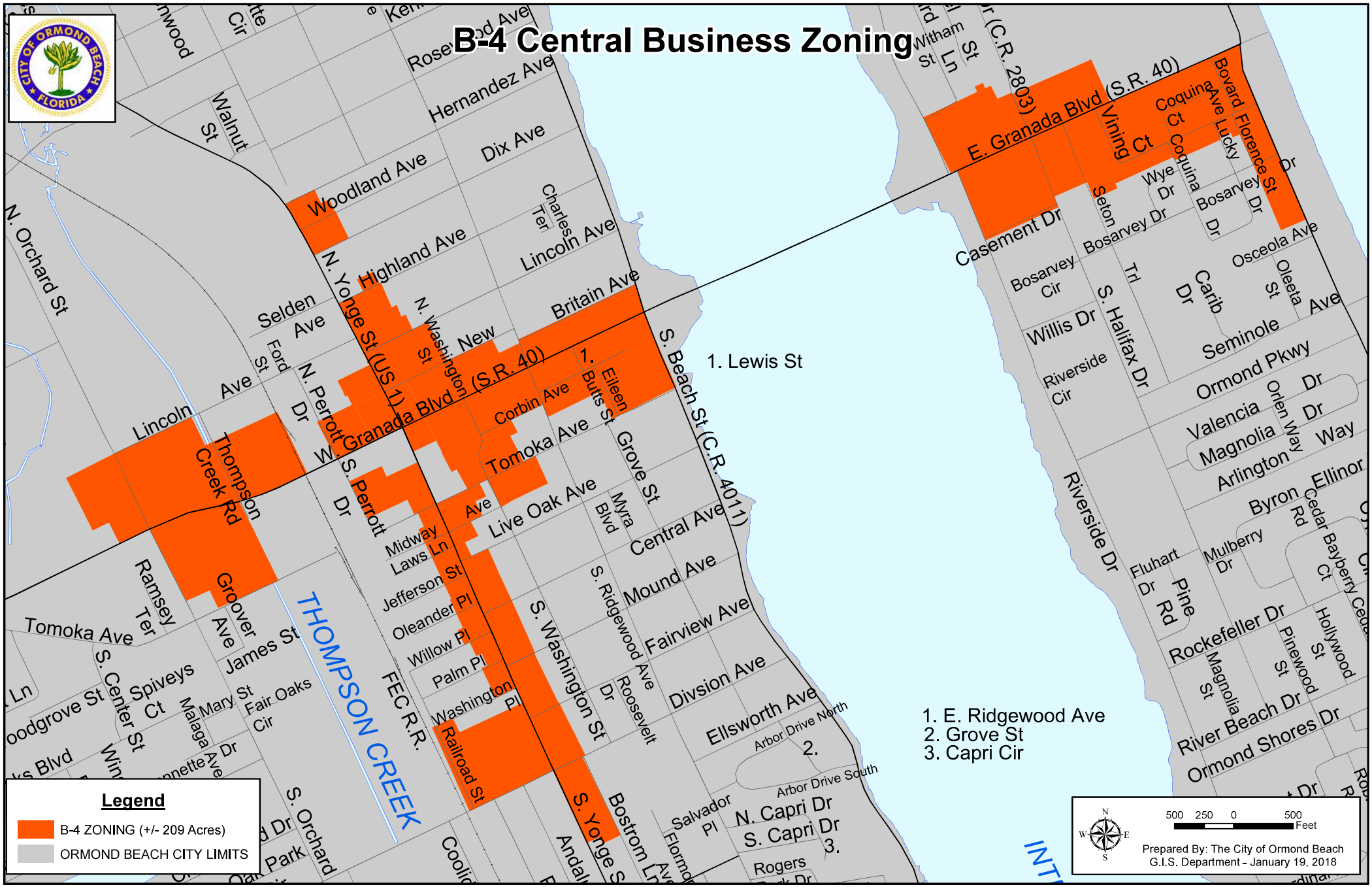
ATTACHMENT 2

Zoning district areas

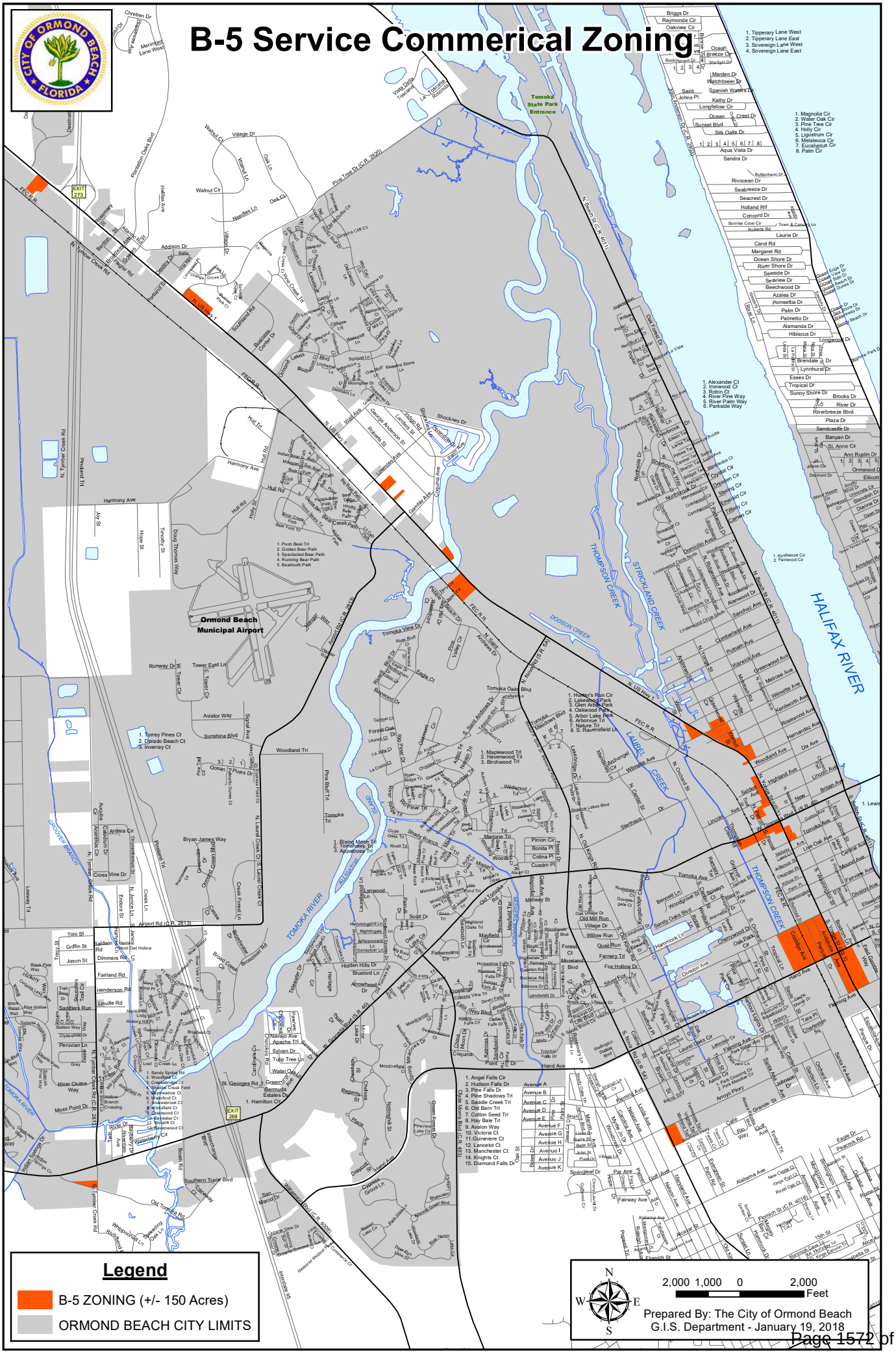

B-1 Professional Office/Hospital Zoning
Legend
B-1 ZONING (+/- 201 Acres)
ORMOND BEACH CITY LIMITS
2,000 1,000 0 2,000 Feet
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018
TOMOKA RIVER
HALIFAX RIVER
THOMPSON CREEK
STRICKLAND CREEK
DODSON CREEK
LAUREL CREEK
ALLIGATOR
GROOVER BRANCH
EXIT 268

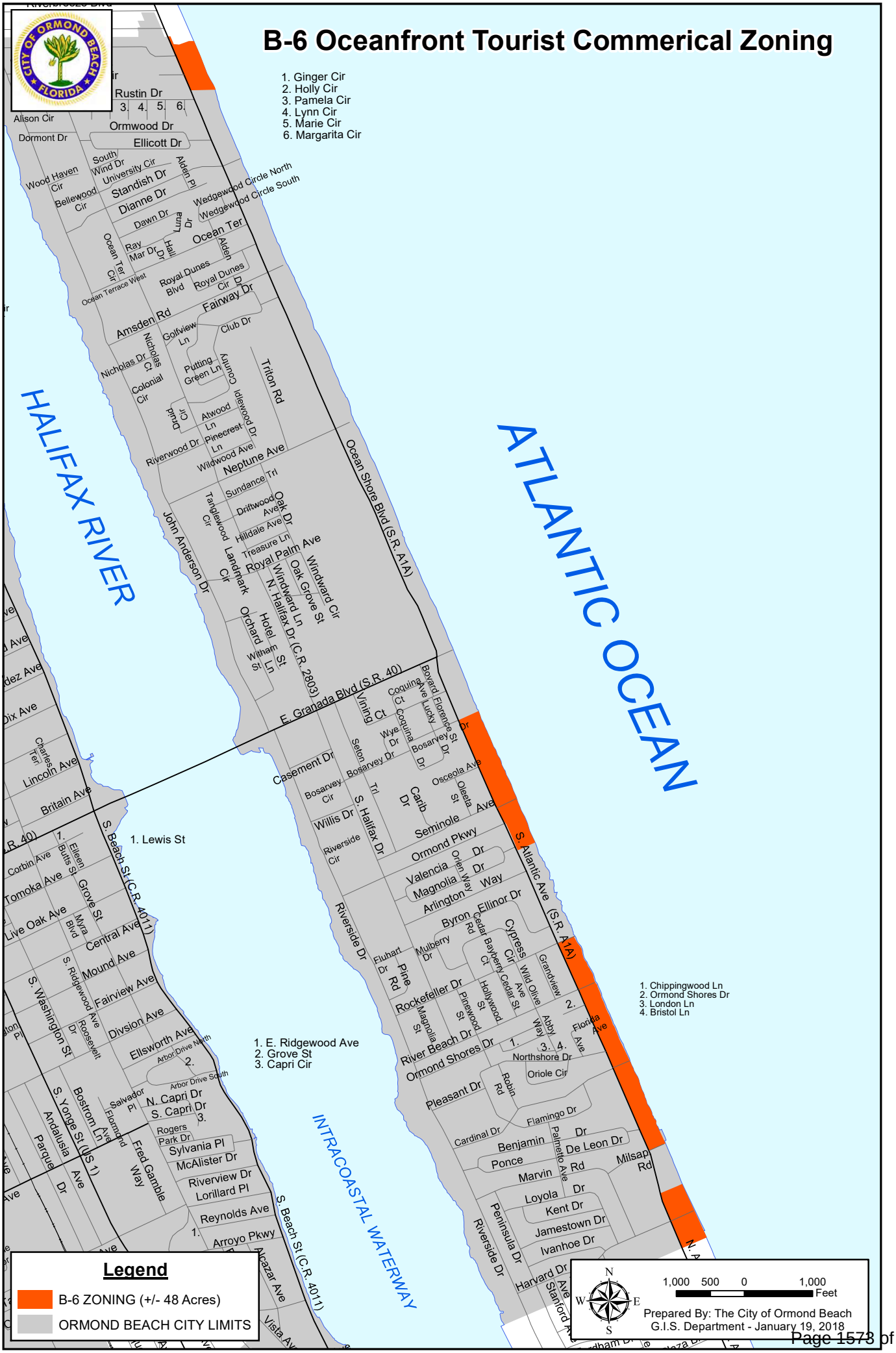
B-2 Neighborhood Commerical Zoning

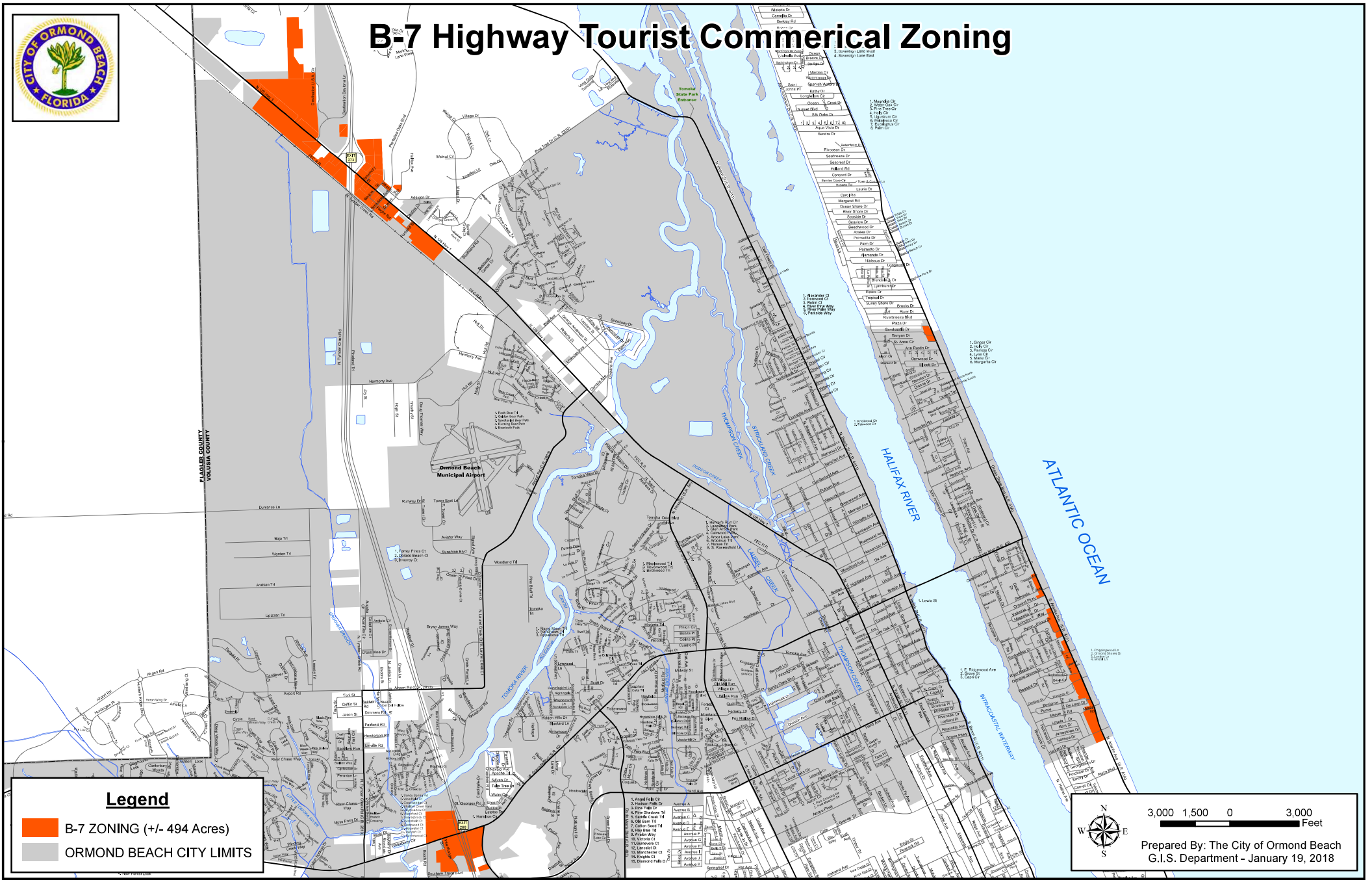

Legend
B-2 ZONING (+/- 20 Acres)
ORMOND BEACH CITY LIMITS
2,000 1,000 0 2,000 Feet
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018
Ormond Beach Municipal Airport
FLAGLER COUNTY
VOLUSIA COUNTY
TOMOKA RIVER
THOMPSON CREEK
STRICKLAND CREEK
LAUREL CREEK
DODSON CREEK
GROOVER BRANCH
ALLIGATOR
LITTLE TOMOKA RIVER
Strickland Rd
Durrance Ln
Airport Rd
W. Granada Blvd (S.R. 40)
Hull Rd
Harmony Ave
Shockney Dr
N. US Hwy 1
FEC R.R.
Tomoka Oaks Blvd
Tomoka Meadows Blvd
Tomoka View Dr
Runway Dr
Aviator Way
Sunshine Blvd
Woodland Trl
Arabian Trl
Warden Trl
Baja Trl
Lipizzan Trl
Cross Vine Dr
Bryan James Way
Airport Rd (C.R. 2813)
Toni St
Griffin St
Jason St
Dimmers Rd
Fairland Rd
Henderson Rd
Linville Rd
Saddlers Run
River Chase Way
Moss Point Dr
Hidden Hills Dr
Bluebird Ln
Arrowhead Dr
Fishermans Cir
Navajo Ave
Apache Trl
Sylvan Dr
Tulip Tree Ln
Water Oak
St. Georges Rd
Bermuda Estates Dr
Meadowfield Ln
Hand Ave
Avenue A
Avenue K
Old Tomoka Rd
Huntington Pl
Heron Wing Dr
Amelia Ln
Ashford
Ashford Lakes Dr
Canterbury Woods
Ashton Look
Stagghorn Look
Westland Run
Foxcroft Chase
Foxcroft Run
Shawnee Trl
Cantilever Dr
Hemingway Ln
Leeway Trl
Peralta Pl
Alcalde Ave
Alcalde Cir
Arriola Cir
Calhoun St
Acanthus Ct
Ormond Beach Blvd
Pine Bluff Trl
Tomoka Trl
Pine Cone Ln
Cypress Point Ct
N. Laurel Creek Ct
S. Laurel Creek Ct
Creek Forest Ln
Broadwater Rd
Broad Creek
Tomoka Ridge Way
Black Pine Way
Hickory
Acquina Lake Way
Black Water Way
Rice Hollow Way
Tomoka Ridge Trl
Creek Bend Way
Creek Way
Creek Blvd Way
Creek Run Way
Creek Branch Way
Cedar Creek Way
Curved Creek Way
Stream Way
Creek Bend Trl
Creek Bend Ct
Creek Bend Cir
Creek Bend Dr
Creek Bend Ln
Creek Bend Pl
Creek Bend Run
Creek Bend

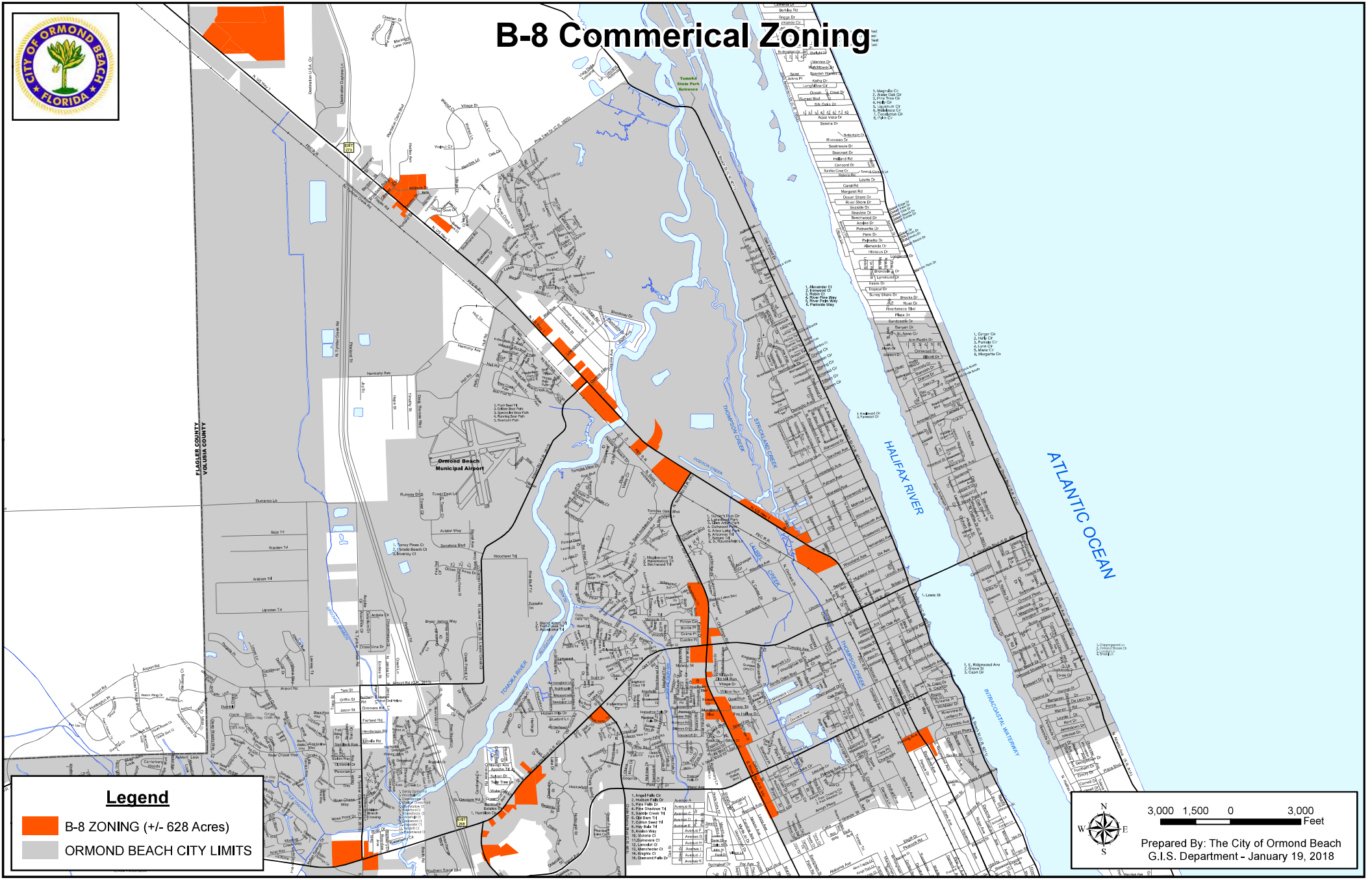

B-4 Central Business Zoning
1. Lewis St
1. E. Ridgewood Ave
2. Grove St
3. Capri Cir
Legend
B-4 ZONING (+/- 209 Acres)
ORMOND BEACH CITY LIMITS
500 250 0 500
Feet
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018
THOMPSON CREEK
FEC R.R.
Lt. Granada Blvd (S.R. 40)
S. Beach St (C.R. 4011)
N. Yonge St (US 1)
Granada Blvd (S.R. 40)
Tomoka Ave
Live Oak Ave
Central Ave
Mound Ave
Fairview Ave
Divsion Ave
Ellsworth Ave
Britain Ave
Lincoln Ave
Highland Ave
Woodland Ave
Hernandez Ave
Dix Ave
Walnut St
N. Orchard St
Selden Ave
Ford St
Lincoln Ave
Thompson Creek Rd
Groover Ave
Ramsey Ter
James St
Jefferson St
Oleander Pl
Willow Pl
Palm Pl
Washington Pl
Railroad St
Midway Ave
Laws Ln
Corbin Ave
Tomoka Ave
Grove St
Myra Blvd
S. Ridgewood Ave
Roosevelt Dr
S. Washington St
S. Yonge St
Arbor Drive North
Arbor Drive South
N. Capri Dr
S. Capri Dr
Salvador Pl
Rogers
Casement Dr
Bosarvey Dr
Bosarvey Cir
Willis Dr
Riverside Cir
Riverside Dr
S. Halifax Dr
Seton Trl
Wye Dr
Coquina Ct
Coquina Ave
Vining Ct
Lucky Dr
Bovard St
Florence St
Osceola Ave
Oleeta St
Carib Dr
Seminole Dr
Ormond Pkwy
Valencia Dr
Magnolia Dr
Orlen Way
Arlington Way
Byron Dr
Ellinor
Cedar Rd
Bayberry Ct
Mulberry Dr
Fluhart Dr
Pine Rd
Rockefeller Dr
Hollywood St
Pinewood St
Magnolia St
River Beach Dr
Ormond Shores Dr

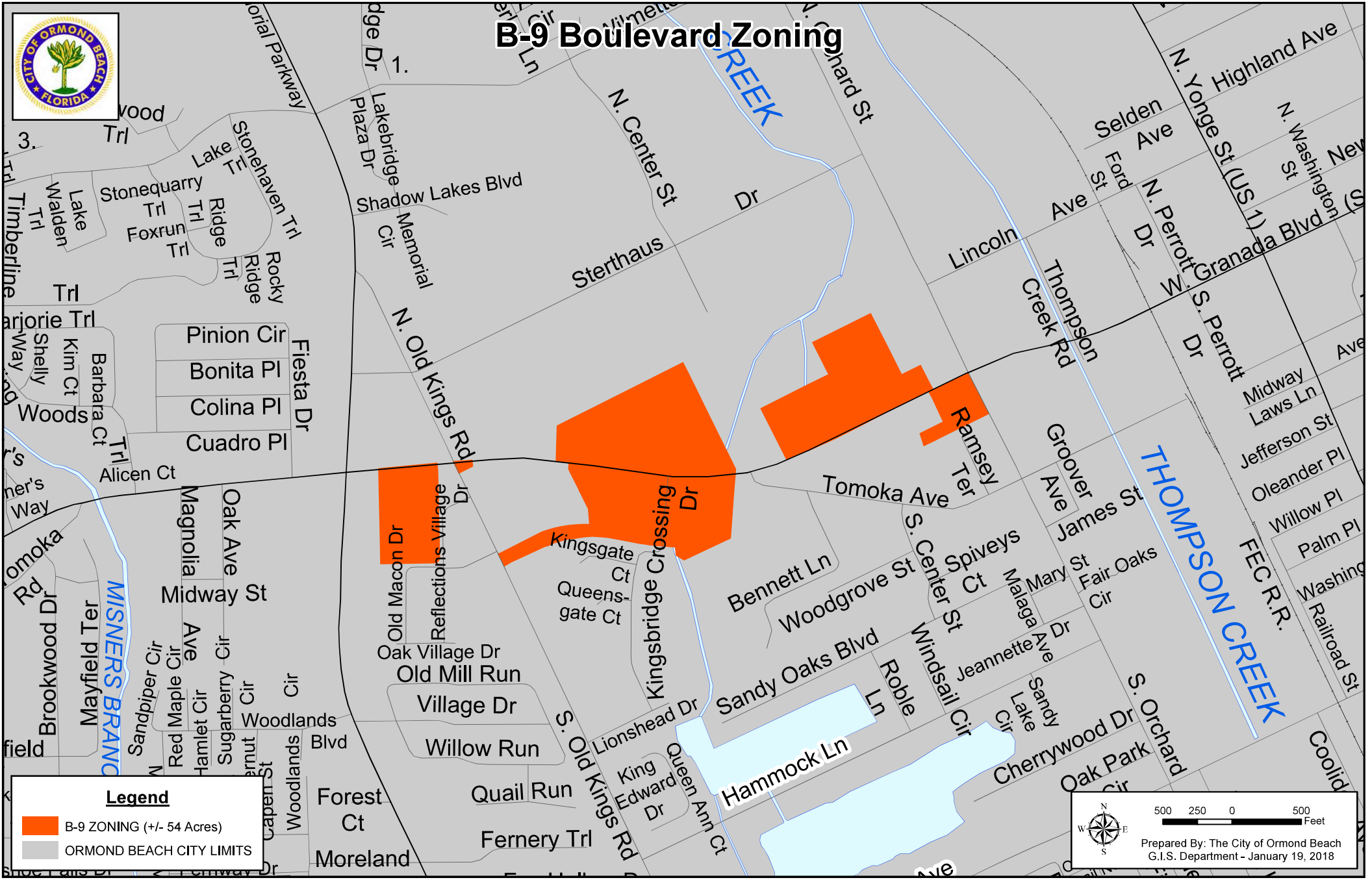
B-5 Service Commerical Zoning



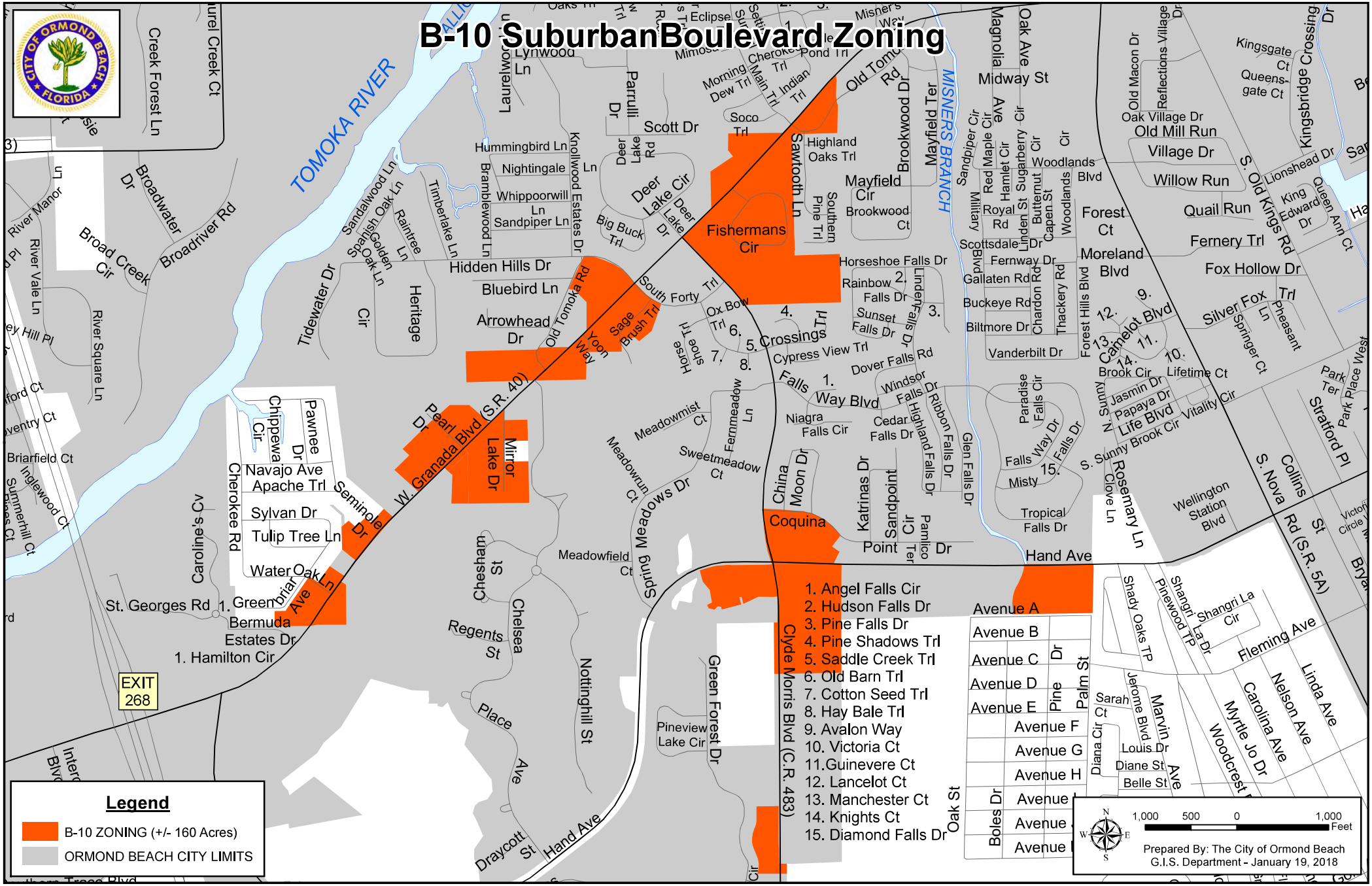

B-6 Oceanfront Tourist Commerical Zoning
1. Ginger Cir
2. Holly Cir
3. Pamela Cir
4. Lynn Cir
5. Marie Cir
6. Margarita Cir
HALIFAX RIVER
ATLANTIC OCEAN
INTRACOASTAL WATERWAY
Ocean Shore Blvd (S.R. A1A)
S. Atlantic Ave (S.R. A1A)
E. Granada Blvd (S.R. 40)
S. Beach St (C.R. 4011)
John Anderson Dr
Riverside Dr
Rustin Dr
Ormwood Dr
Ellicott Dr
Standish Dr
Dianne Dr
Ocean Ter
Fairway Dr
Amsden Rd
Neptune Ave
Triton Rd
Royal Palm Ave
N. Halifax Dr (C.R. 2803)
Seminole
Ormond Pkwy
Valencia Dr
Magnolia Dr
Arlington Way
Byron Ellinor Dr
Rockefeller Dr
River Beach Dr
Ormond Shores Dr
Pleasant Dr
Benjamin Dr
Ponce De Leon Dr
Marvin Rd
Loyola Dr
Kent Dr
Jamestown Dr
Ivanhoe Dr
Harvard Dr
Milsap Rd
Britain Ave
Lincoln Ave
Live Oak Ave
Tomoka Ave
Central Ave
Mound Ave
Fairview Ave
Division Ave
Ellsworth Ave
S. Washington St
S. Yonge St (US 1)
Bostrom Ln
Fred Gamble Way
Sylvania Pl
McAlister Dr
Riverview Dr
Lorillard Pl
Reynolds Ave
Arroyo Pkwy
Alcazar Ave
Vista Ave
Casement Dr
Willis Dr
Riverside Cir
Vining Ct
Coquina Ct
Coquina Dr
Wye Dr
Bosarvey Dr
Bosarvey Cir
Seton Dr
Caribb Dr
Osceola Ave
Oleata St
Florida Ave
Northshore Dr
Oriole Cir
Flamingo Dr
Cardinal Dr
Robin Rd
Peninsula Dr
Stanford Ave
Milsap Rd
1. Lewis St
1. E. Ridgewood Ave
2. Grove St
3. Capri Cir
1. Chippingwood Ln
2. Ormond Shores Dr
3. London Ln
4. Bristol Ln
Legend
B-6 ZONING (+/- 48 Acres)
ORMOND BEACH CITY LIMITS
N
S
E
W
1,000 500 0 1,000
Feet
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018

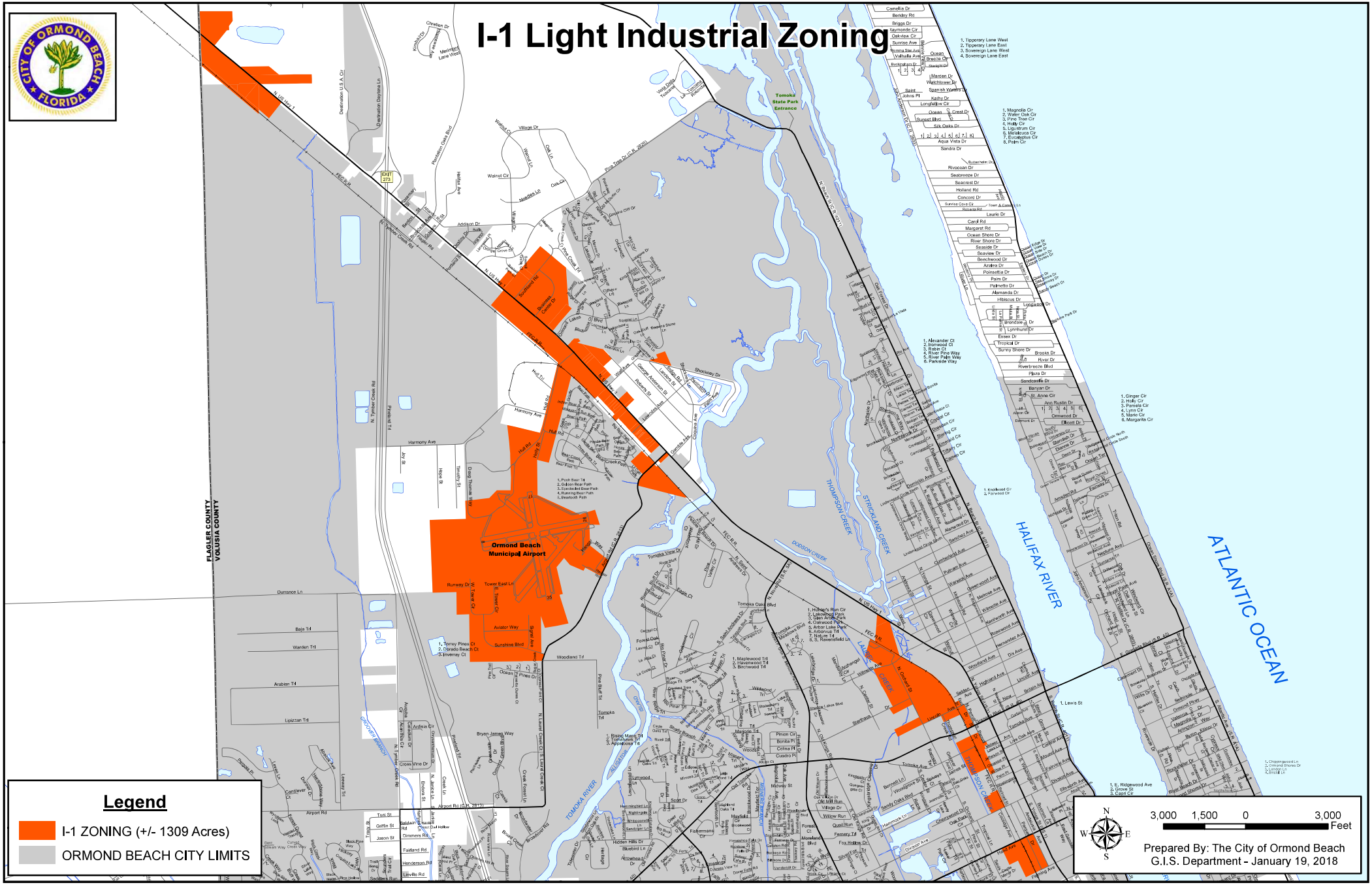

B-7 Highway Tourist Commerical Zoning
Legend
B-7 ZONING (+/- 494 Acres)
ORMOND BEACH CITY LIMITS
Ormond Beach Municipal Airport
HALIFAX RIVER
ATLANTIC OCEAN
TOMOKA RIVER
THOMPSON CREEK
STRICKLAND CREEK
INTRACOASTAL WATERWAY
FLAGLER COUNTY
VOLUSIA COUNTY
3,000 1,500 0 3,000
Feet
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018


B-8 Commerical Zoning
Legend
B-8 ZONING (+/- 628 Acres)
ORMOND BEACH CITY LIMITS
Ormond Beach Municipal Airport
FLAGLER COUNTY
VOLUSIA COUNTY
HALIFAX RIVER
ATLANTIC OCEAN
TOMOKA RIVER
THOMPSON CREEK
STRICKLAND CREEK
LARGE CREEK
INTRACOASTAL WATERWAY
Tomoka State Park Entrance
3,000 1,500 0 3,000 Feet
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018

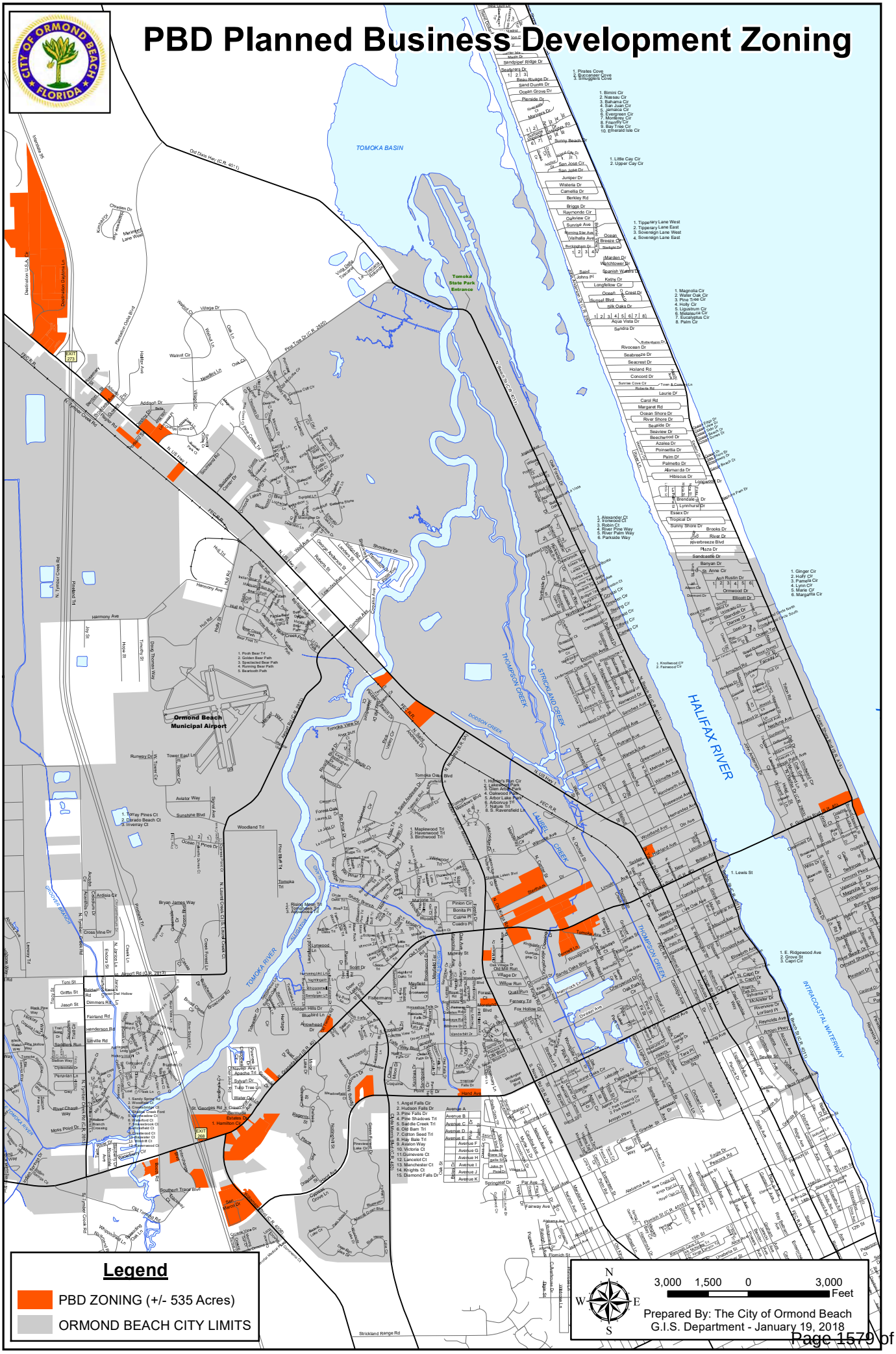

B-9 Boulevard Zoning
Legend
B-9 ZONING (+/- 54 Acres)
ORMOND BEACH CITY LIMITS
500 250 0 500 Feet
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018
THOMPSON CREEK
MISNERS BRANCH
Sterthaus
Tomoka Ave
Bennett Ln
Woodgrove St
Sandy Oaks Blvd
Hammock Ln
Midway St
Oak Village Dr
Old Mill Run
Village Dr
Willow Run
Quail Run
Fernery Trl
Forest Ct
Moreland
Shadow Lakes Blvd
Pinion Cir
Bonita Pl
Colina Pl
Cuadro Pl
Alicen Ct
Fiesta Dr
Old Macon Dr
Reflections Village Dr
Kingsgate Ct
Queens-gate Ct
Kingsbridge Crossing Dr
Lionshead Dr
King Edward Dr
Queen Ann Ct
Ramsey Ter
Groover Ave
James St
Spiveys Ct
Mary St
Fair Oaks Cir
Malaga Ave
Jeannette Ave
Windsail Cir
Roble Ln
Sandy Lake Cir
Cherrywood Dr
Oak Park Cir
S. Orchard St
Thompson Creek Rd
Lincoln Ave
Selden Ave
Ford St
N. Perrott Dr
S. Perrott Dr
W. Granada Blvd (SR 40)
N. Yonge St (US 1)
Highland Ave
N. Washington St
Midway Laws Ln
Jefferson St
Oleander Pl
Willow Pl
Palm Pl
Railroad St
FEC R.R.
N. Center St
N. Old Kings Rd
S. Old Kings Rd
Lakebridge Plaza Dr
Memorial Cir
Stonequarry Trl
Foxrun Trl
Ridge Trl
Rocky Ridge Trl
Stonehaven Trl
Lake Walden Trl
Timberline Trl
Marjorie Trl
Shelly Kim Ct
Barbara Ct
Woods Trl
Oak Ave
Magnolia Ave
Brookwood Dr
Mayfield Ter
Sandpiper Cir
Red Maple Cir
Hamlet Cir
Sugarberry Cir
Woodlands Blvd
Woodlands Cir
Orial Parkway

B-10 SuburbanBoulevard Zoning

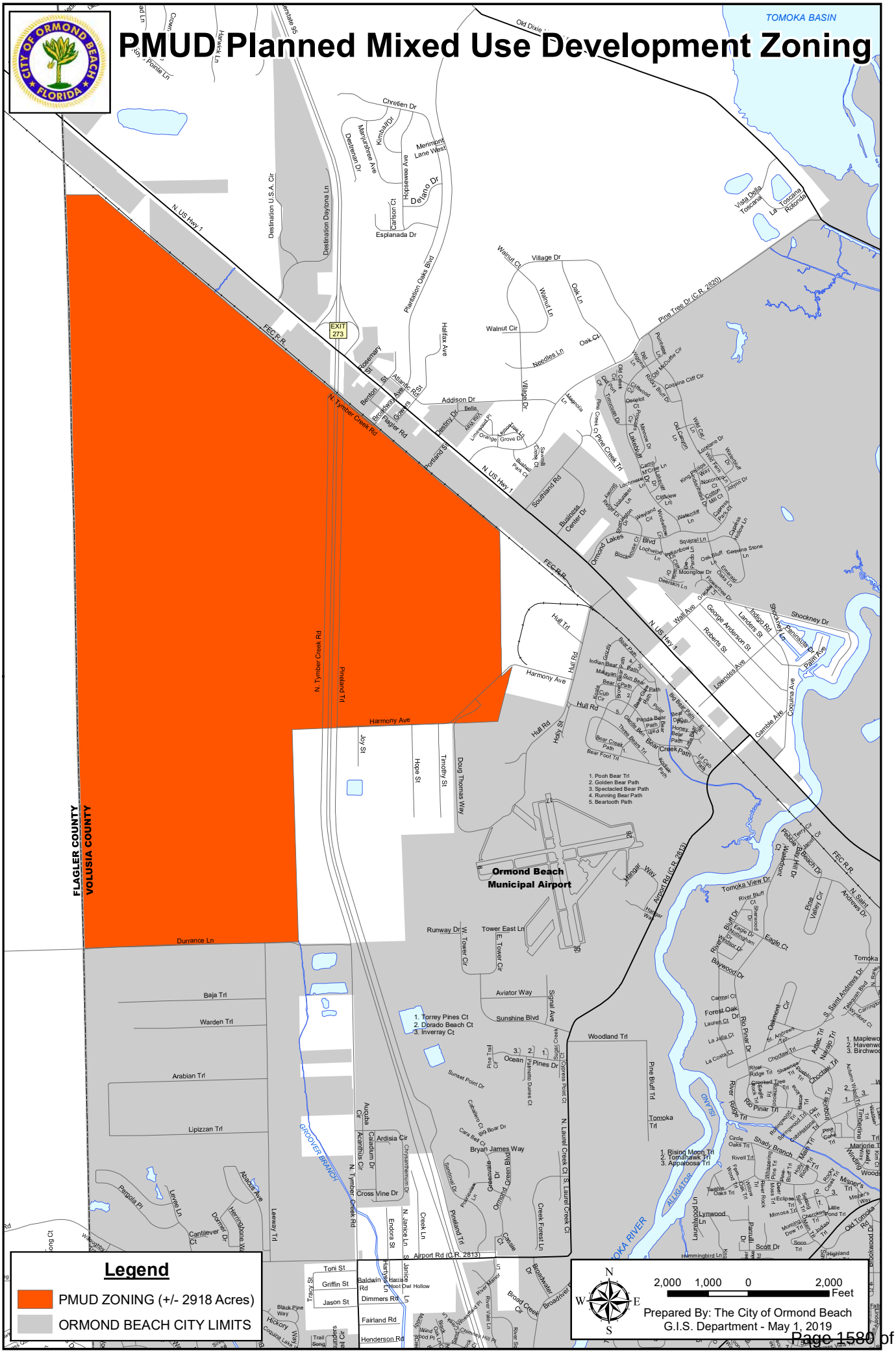



I-1 Light Industrial Zoning
Ormond Beach Municipal Airport
FLAGLER COUNTY
VOLUSIA COUNTY
ATLANTIC OCEAN
HALIFAX RIVER
THOMPSON CREEK
STRICKLAND CREEK
DODSON CREEK
TOMOKA RIVER
Legend
I-1 ZONING (+/- 1309 Acres)
ORMOND BEACH CITY LIMITS
3,000 1,500 0 3,000 Feet
Prepared By: The City of Ormond Beach
G.I.S. Department - January 19, 2018

PBD Planned Business Development Zoning



PMUD Planned Mixed Use Development Zoning


TOMOKA BASIN
FLAGLER COUNTY
VOLUSIA COUNTY
Ormond Beach Municipal Airport
N. US Hwy 1
FEC R.R.
N. Tymber Creek Rd
Prireland Trl
Harmony Ave
Hull Rd
Hull Trl
Durrance Ln
Runway Dr
Tower East Ln
W. Tower Cir
E. Tower Cir
Airport Rd (C.R. 2813)
Hangar Way
Aviator Way
Sunshine Blvd
Signal Ave
Woodland Trl
Pine Bluff Trl
Tomoka Trl
Tomoka View Dr
Pine Tree Dr (C.R. 2820)
Shookney Dr
Beach Ave
Granada Blvd
Ormond Lakes Blvd
Business Center Dr
Southland Rd
Village Dr
Walnut Cir
Walnut Ln
Oak Ln
Oak Cir
Needles Ln
Addison Dr
Esplanada Dr
Plantation Oaks Blvd
Destination Daytona Ln
Destination U.S.A. Cir
Halifax Ave
Rosemary St
Benton St
Broadway Ave
Atlantic Rd
Flagler Rd
Portland St
Pasadena Dr
Chretien Dr
Kimball Dr
Merrimont Lane West
Deltenant Dr
Manufacturers Ave
Hopseewee Ave
Carlson Ct
DeLeno Dr
EXIT 273
Baja Trl
Warden Trl
Arabian Trl
Lipizzan Trl
Groover Branch
Ardisia Cir
Acanthus Cir
Caladium Dr
Chrysanthemum Dr
Cross Vine Dr
Bryan James Way
Ormond Green Blvd
Cypress Point Ct
Palmetto Dunes Ct
Sunset Point Dr
Ocean Palm Trl
Cabbage Ct
Big Bear Dr
Cara Bell Ct
Santorini Dr
Pinehaven Ln
Creek Forest Ln
N. Laurel Creek Ct
S. Laurel Creek Ct
Creek Ln
N. Janice Ln
Endora St
Toni St
Griffin St
Jason St
Tracy St
Baldwin Rd
Dimmers Rd
Fairland Rd
Henderson Rd
Harrison Ln
Janice Ln
Hoot Owl Hollow
Broadwater Dr
Broad Creek Cir
River Manor Ln
River Vale Ln
River Side Ln
Tomoka Oaks Golf Course
Allegator
Tomoka River
Island
Lynwood Ln
Old Tomoka Rd
Scott Dr
Soco Trl
Hummingbird Knoll
Pebble Beach Dr
Pebble Beach Hill Dr
Terry Ck
Jarrod Ck
Wallace Ct
Tomoka Oaks Golf Course
Bear Creek Path
Bear Foot Trl
Pooh Bear Trl
Golden Bear Path
Spectacled Bear Path
Running Bear Path
Beartooth Path
Doug Thomas Way
Hope St
Timothy St
Joy St
Holly St
Lowndes Ave
Coquina Ave
Gamble Ave
Roberts St
George Anderson St
Landers St
Indigo Rd
Palmetto Ave
Palm Ave
Wall Ave
Rio Pinar Trl
Rio Pinar Dr
Forest Oak Dr
Bayberry Dr
Tomoka
Eagle Ct
Eagle Dr
River Bluff Ct
River Bluff Dr
Pine Valley Cir
N. Saint Andrews Dr
S. Saint Andrews Dr
Aztec Trl
Natalie Trl
Chocktaw Trl
Shawnee Trl
Pueblo Trl
Cheyenne Trl
Apache Trl
Comanche Trl
Seminole Trl
Iroquois Trl
Mohawk Trl
Cherokee Trl
Sioux Trl
Navajo Trl
Hopi Trl
Ute Trl
Crooked Tree Trl
Eagle Rock Trl
Rio Grande Trl
Rio Vista Trl
Rio Verde Trl
Rio Linda Trl
Rio Vista Ct
Rio Verde Ct
Rio Linda Ct
Rio Grande Ct
Rio Pinar Ct
Rio Grande Trl
Rio Vista Trl
Rio Verde Trl
Rio Linda Trl
Rio Pinar Trl
Rio Grande Ct
Rio Vista Ct
Rio Verde Ct
Rio Linda

ATTACHMENT 3

Section 3-47 of the Land Development Code

Sec. 3-47. Business premises signs.

A property shall include the lot frontage of any premises under single ownership or developed as a single site for purposes of meeting setback, buffer, land area or other dimensional requirements of this Land Development Code and subject to the following:

A. Planned development/special exception. Alternative signage may be approved by the city commission through planned developments and special exceptions.

B. Street Address Signs.
For each parcel and for each tenant space, one sign for the official street address shall be displayed for public safety, to serve as a visible street address for 911 purposes, and for delivery of mail and official governmental notification.

(1) For a parcel in residential use, the street address sign shall not exceed two (2) square feet in sign area.

(2) For a parcel in non-residential use, the street address sign shall not exceed four (4) square feet in sign area.

(3) The street address sign on a residential use may be externally illuminated, and on a non-residential use may be externally or internally illuminated.

(4) Street address signs do not require a permit.

C. Monument signs.

1. Monument sign required.

a. Monument signs shall be the only type of site signage allowed in these areas:

(1) Greenbelt and Gateway Preservation Districts.

(2) Downtown community redevelopment area.

(3) B-1, B-9 and B-10 zoning districts.

(4) All residential zoning districts.

2. Maximum height limit.

a. Eight (8') feet in height as measured from site grade or crown of the road, whichever is higher.

3. Maximum number.

a. Non-corner lots: one (1) sign.

b. Corner and double frontage lots: two (2) signs. The sign area shall not exceed one hundred fifty (150%) percent of allowable area of principle frontage from which the site is addressed. There shall be only one (1) sign per frontage and no sign shall be less than 30 square feet. The planning director may approve alternative locations (two (2) signs on one (1) frontage, provided there is no impact to residential uses).

4. Maximum copy size limit.

Based on lot frontage from where the site is addressed from.

Linear Frontage* (in feet)	**Square Footage (SF)**
Up to 100	30
104	31
108	32
112	33
116	34
120	35
124	36
128	37
132	38
136	39
140	40
144	41
148	42

5. Location requirements.

a. No closer than five (5') feet from the property line as measured from the leading edge of the sign. For existing nonconforming sites, the planning director may approve alternative setbacks based on existing site conditions.

b. No closer than fifteen (15') feet of a sign located on another property.

c. No closer than one hundred (100') feet of another site sign on the same site.

d. Shall not be located to cause a vision problem for vehicles, including within a twenty (20') foot site visibility triangle of two intersecting streets.

6. Design requirements.

a. The sign structure shall be consistent with the principal building with regards to architectural style, materials and colors. This shall include the sign base, sides, and top of the sign cabinet. Properties zoned I-1 shall not be required to provide architecturally treated sign structures.

b. There shall be a maximum of eight (8) tenant panels.

c. All tenant panels shall have same dimensions, material and color and be approved as part of a master sign plan.

d. All signs must provide location address on each side of the side in a font no less than six (6") inches.

7. Landscape required.

a. Required landscape area as follows:

Sign Length	**Landscape Area (SF)**	**Sign Length**	**Landscape Area (SF)**
Up to 6'	140	13'	252
7'	150	14'	264
8'	160	15'	276
9'	170	16'	288
10'	216	17'	350
11'	228	18'	364
12'	240	19'+	378

b. The quantity of plant material (ground cover and/or shrubs) in the landscape area shall equal the square footage of the copy area of the sign.

c. There shall be a minimum of two (2) types of plant material. All material shall be a minimum size of one (1) gallon.

d. The city landscape architect may approve alternative landscape design for monument signs based upon site conditions.

e. Irrigation is required. The city landscape architect may allow alternative standards for signs without reasonable access to irrigation.

c. Multiple principal buildings: one (1) sign per building based on allowable sign copy area of linear lot frontage of the parcel.

d. Buildings over twenty thousand (20,000) square feet and with more than two hundred fifty (250) linear feet of frontage or more: two (2) signs based on the allowable sign copy area of linear lot frontage of the parcel.

e. For developments over fifty thousand (50,000) square feet, one sign shall be permitted for each entrance.

f. Where multiple signs are allowed on a property:

(1) A master sign plan is required.

(2) Each sign's square footage shall be based upon the amount of lot frontage allocated to the sign.

(3) No sign shall be located within one hundred feet (100') from another on-site sign.

(4) All signage shall be coordinated in color, style, and lettering.

Linear Frontage*	Square Footage
152	43
156	44
160	45
164	46
168	47
172	48
176	49
180	50
184	51
188	52
192	53
196	54
200	55
204	56
208	57
212	58
216	59
220	60
224	61
228	62
232	63
236	64

*Gaps in lot frontage shall use higher square footage.

Example: One hundred eighty-two (182') feet of lot frontage equals fifty-one (51) square feet of sign area.

Figure 6-1: Monument Sign Example:

Site address on each side.
Coordinated tenant panels
Maximum 6 tenant panels.
Architecturally treated sign base, sides, and top of sign cabinet.
Landscaping around sign.

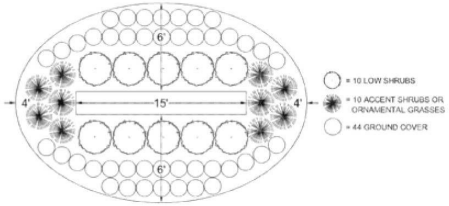


Figure 7-1: Landscape Example

a. Fifteen (15') foot long sign—requires two hundred seventy-six (276) square feet of landscape area.

b. Sixty-four (64) square foot sign requires sixty-four (64) plant materials.

c. Requires two (2) different types of plant material.



Plant Type	Examples
Low Shrubs	Dwarf Yaupon Holly, White Indian Hawthorn, Parsonii Juniper.
Accent Shrubs	Blueberry Flax Lily, White African Iris, Dwarf Pampas Grass.
Ground Cover	Society Garlic, Aztec Grass, Dwarf Mexican Bluebell.

D. Pole/ground signs.

1. Maximum size limit. Based on lot frontage from where the site is addressed.

Linear Frontage	Square Footage		Linear Frontage	Square Footage
Up to 100	40		360	96
110	44		370	97
120	48		380	98
130	52		390	99
140	56		400	100
150	60		410	101
160	64		420	102
170	68		430	103
180	72		440	104
190	76		450	105
200	80		460	106
210	81		470	107
220	82		480	108
230	83		490	109
240	84		500	110
250	85		510	111
260	86		520	112
270	87		530	113
280	88		540	114
290	89		550	115
300	90		560	116
310	91		570	117
320	92		580	118
330	93		590	119
340	94		600	120
350	95			

*Gaps in frontage shall use higher square footage.

Example: Three hundred forty-five (345') feet of lot frontage equals ninety-five (95) SF of sign area.

2. Maximum height limit.

a. Twenty feet (20') in height as measured from site grade or crown of the road, whichever is higher.

b. There shall be a minimum clearance of nine (9') feet between the finished grade and the bottom of the sign if the sign extends over a street right-of-way, sidewalk or drive.

3. Maximum number.

a. Non-corner lots: One (1) sign.

b. Corner & double frontage lots. Two (2) signs. The sign area shall not exceed one hundred fifty percent (150%) of allowable area of principle frontage where the site is addressed from. There shall be only one (1) sign per frontage and no sign shall be less than thirty (30) SF. The planning director may approve alternative locations (two (2) signs on one frontage), provided there is no impact to residential uses.

c. Multiple principal buildings: One (1) sign per building based on allowable sign copy area of linear lot frontage of the parcel.

d. Buildings over twenty thousand (20,000) square feet and with more than two hundred fifty (250) linear feet of frontage or more: Two (2) signs based on the allowable sign copy area of linear lot frontage of the parcel.

e. Where multiple signs are allowed on a property:

(1) A master sign plan is required.

(2) Each sign's square footage shall be based upon the amount of lot frontage allocated to the sign.

(3) No sign shall be located within one hundred (100') feet from another site sign on-site.

(4) All signage shall be coordinated in color, style, and lettering.

4. Design requirements.

a. The sign structure shall be consistent with the principal building with regards to architectural style, materials and colors. This shall include the sign base, sides, and top of the sign cabinet. Properties zoned I-1 shall not be required to provide architecturally treated sign structures.

b. There shall be a maximum of eight (8) tenant panels.

c. All tenant panels shall have same dimensions, material and color and be approved as part of a master sign plan.

d. All signs must provide location address on each side of the sign in a font no less than six inches (6").

Figure 4-1: Pole Sign Example:



Architecturally treated sign base, sides and top of sign cabinet.
Site address on each side.
Landscaping around sign.

5. Location requirement.

a. No closer than five feet (5') from the property line as measured from the leading edge of the sign. For existing nonconforming sites, the planning director may approve alternative setbacks based on existing site conditions.

b. No closer than fifteen (15') feet to a sign located on another property.

c. No closer than one hundred (100') feet of another site sign on the same site.

d. Shall not be located to cause a vision problem for vehicles, including within a twenty foot (20') site visibility triangle of two (2) intersecting streets.

6. Landscape required.

a. Required landscape area:

Sign Length	Landscape Area (SF)		Sign Length	Landscape Area (SF)
Up to 6'	140		13'	252
7'	150		14'	264
8'	160		15'	276
9'	170		16'	288
10'	216		17'	350
11'	228		18'	364
12'	240		19'+	378

b. The quantity of plant material (ground cover and/or shrubs) in the landscape area shall equal the square footage of the copy area of the sign.

c. There shall be a minimum of two (2) types of plant material. All material shall be a minimum size of one (1) gallon.

d. The city landscape architect may approve alternative landscape design for monument signs based upon site conditions.

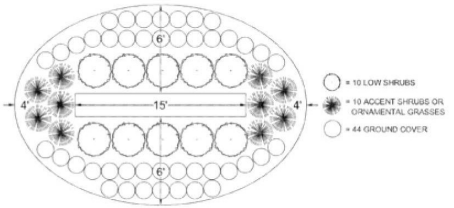
e. Irrigation is required. The city landscape architect may allow alternative standards for signs without reasonable access to irrigation.

Figure 7-1: Landscape Example:

a. Fifteen-foot (15') long sign—requires two hundred seventy-six(276) square feet of landscape area.

b. Sixty-four (64) square foot sign requires sixty-four (64) plant materials.

c. Requires two (2) different types of plant material.



Plant Type & Examples:

Low Shrubs: Dwarf Yaupon Holly, White Indian Hawthorn, Parsonii Juniper.

Accent Shrubs: Blueberry Flax Lily, White African Iris, Dwarf Pampas Grass.

Ground Cover: Society Garlic, Aztec Grass, Dwarf Mexican Bluebell.

E. Changeable copy signs.	**1. Maximum size limit.** a. Per requirements listed in subsections B and C above.	**2. Maximum height limit:** a. Per requirements listed in subsections B and C above.	**3. General requirements.** a. The background of the changeable copy signage shall be white and the letters shall be black. No other colors are permitted. b. Changeable copy signs shall be prohibited for industrial and residential (apartments, duplexes, single-family) uses. c. Changeable copy signs shall be included as part of the permitted sign area and shall not exceed 80 percent of the overall square footage allowed by this section.
F. Directory signs.	**1. Maximum size limit.** a. Thirty-two (32) square feet.	**2. Maximum height limit.** a. Seven feet (7') in height as measured from site grade or crown of the road, whichever is higher.	**3. General requirements.** a. The sign shall not be located within fifteen (15') feet of any public right-of-way. b. The sign shall be intended to be viewed from the public right-of-way. c. A uniform sign plan is required.
G. Electronic changeable copy signs	**1. Maximum size limit:** a. Per requirements listed in subsections B and C above and subsection H below.	**2. Maximum height limit:** a. Per requirements listed in subsections B and C above and subsection H below.	**3. General Requirements:** Electronic changeable copy signage shall be allowed as follows and shall be permitted to operate under the conditions of subsection (c): a The entertainment area between I-95 and Destination USA Circle, commonly referred to as Destination Daytona, Phases I and II under the following conditions: 1. Electronic changeable copy signage shall only be allowed as part of a Planned Business Development zoning designation; 2. Electronic changeable copy signs shall not be located within 300 linear feet of a conforming single-family residence as measured to the leading edge of the sign to the residential lot line; and 3. Electronic changeable copy sign permit applications shall be submitted and reviewed by the City's Site Plan Review Committee for a determination that the application is consistent with the terms and provisions of the planned development. The Site Plan Review Committee shall issue a final recommendation to the Planning Board and City Commission within thirty (30) days of receipt of a completed application. Electronic changeable copy sign permit applications shall require review of the Planning Board and approval of the City Commission as a Planned Business Development or a Planned Business Development amendment. b An electronic changeable copy sign for the sole purpose of displaying retail prices of gasoline may be approved by special exception where such electronic display feature will be clearly visible and legible to drivers of approaching motor vehicles from a vantage point of any lane of traffic in either direction on a roadway abutting the gas station premises, consistent with section 553.79(20)(a)(2), Florida Statute. c. All electronic changeable copy signage shall operate under the following conditions: 1. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area. 2. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeters or less; 3. The display feature of an electronic changeable copy sign shall not change more rapidly than once every minute; except that the electronic display feature for gas stations shall not change more than once in every six continuance hour period. 4. The electronic changeable copy sign display shall consist of text and static images only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board; 5. The electronic changeable copy sign display shall have a one-color background with only the message image lit in a one-color or multi-color copy; 6. All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions; 7. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations; and 8. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.

H. Interstate 95 Interchange signs	**1. Maximum size limit. Limit:** a. Signage shall be determined based on the amount of lot frontage on a public street where the property is addressed from. b. Four (4) square feet for each ten feet (10') of lot frontage on a public street for the first two hundred (200'), plus one (1) square foot for each ten feet (10') of lot frontage thereafter, but not to exceed a maximum limit of one hundred twenty-five (125) square feet.	**2. Maximum height limit. Limit:** a. Fifty feet (50') in height as measured from site grade or crown of the road, whichever is higher.	**3. General requirements:** a. I-95 frontage areas are defined as those properties with at least one hundred (100') feet of property line frontage along the I-95 right-of-way. Each such property shall be permitted one additional site sign, oriented toward I-95. b. Maximum of four (4) tenant panels.

(Ord. No. 2013-12, §§ 2—5, 2-5-2013; Ord. No. 2015-47, § 2, 11-2-2015; Ord. No. 2018-11, § 4, 5-15-2018; Ord. No. 2019-34, § 1, 10-1-2019)

ATTACHMENT 4

List of gas stations and electronic changeable copy signage within Ormond Beach

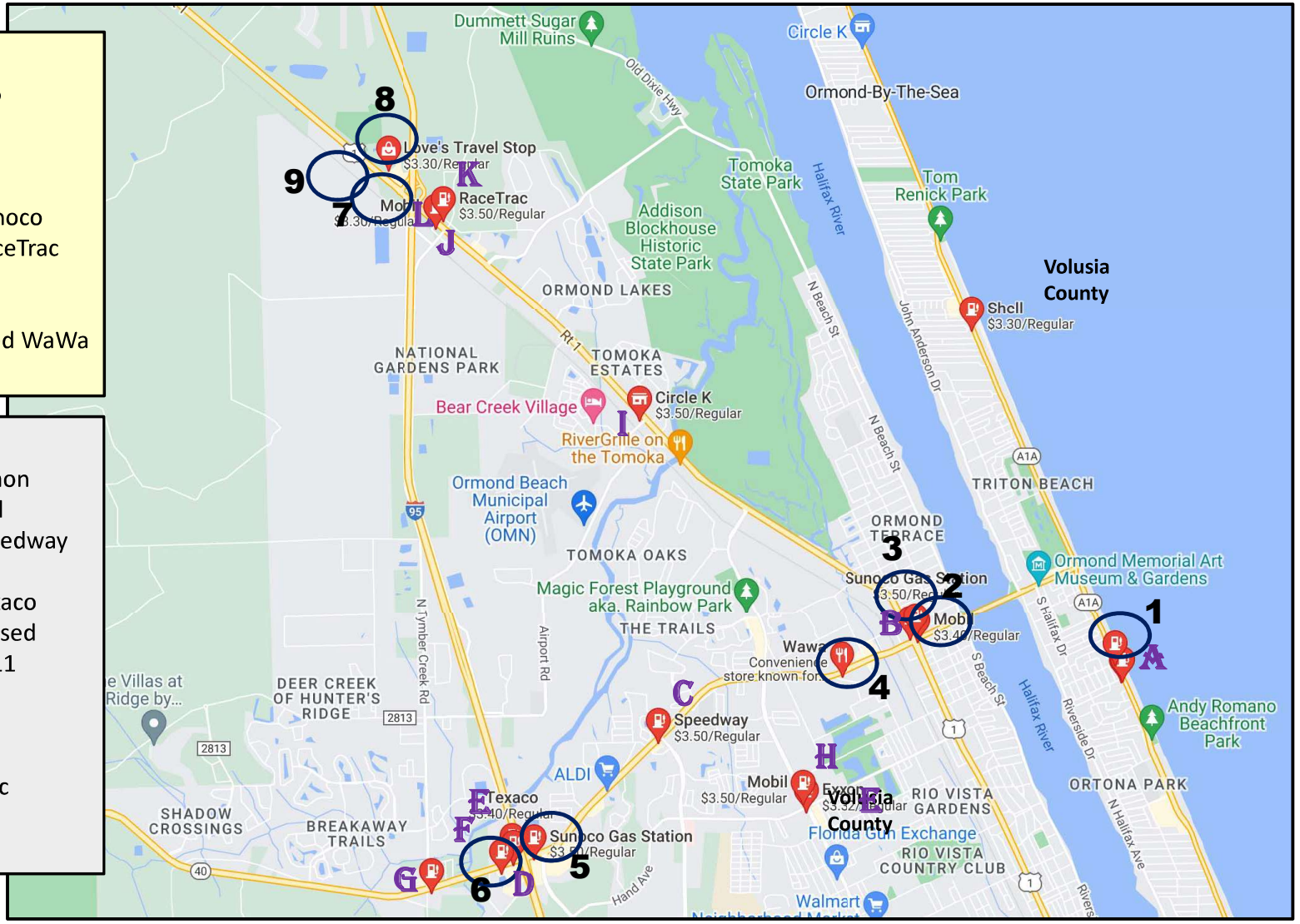
Gas Stations within Ormond Beach and Electronic Changeable Copy (ECC) Signage

Gas stations with ECC

1. 460 South Atlantic Avenue – Sunoco
2. 5 South Yonge Street – Mobile
3. 3 North Yonge Street - Sunoco
4. 600 West Granada Boulevard
5. 1546 West Granada Boulevard – Sunoco
6. 1670 West Granada Boulevard – RaceTrac
7. 1622 North US Highway 1 - Exxon
8. 1657 North US Highway 1 – Love's
9. 1670 North US Highway 1 – Proposed WaWa

Gas stations without ECC

A. 530 South Atlantic Avenue – Marathon
B. 201 West Granada Boulevard – Shell
C. 1102 West Granada Boulevard - Speedway
D. 1626 West Granada Boulevard – BP
E. 1629 West Granada Boulevard – Texaco
F. 1641 West Granada Boulevard – Closed
G. 1950 West Granada Boulevard – 7/11
H. 690 South Nova Road – 7/11
I. 1058 North US Highway 1 – Circle K
J. 1520 North US Highway 1 – Mobil
K. 1521 North US Highway 1 – RaceTrac
L. 1576 North US Highway 1 - Sunoco



Electronic Changeable Copy Signage

South Atlantic Avenue			
460	South Atlantic Avenue	Sunoco	Approved Electronic Changeable Copy
South Yonge Street (US1)			
5	South Yonge Street	Mobile	Electronic Changeable Copy
North Yonge Street (US1)			
3	North Yonge Street	Sunoco	Approved Electronic Changeable Copy
399	North Yonge Street	Performing Art Center	Electronic Changeable Copy
1386	North US Highway 1	SR Perrot	Electronic Changeable Copy
1622	North US Highway 1	Exxon	Electronic Changeable Copy
1657	North US Highway 1	Love's	Electronic Changeable Copy
1670	North US Highway 1	Proposed WaWa	Proposed Electronic Changeable Copy
Destination Daytona Lane			
253	Destination Daytona Lane	JP Cycles	Electronic Changeable Copy
280	Destination Daytona Lane	Giant Recreation World	Electronic Changeable Copy
	Destination Daytona Lane	Destination Daytona	Electronic Changeable Copy
West Granada Boulevard			
305	West Granada Boulevard	All Aboard Storage	Electronic Changeable Copy
600	West Granada Boulevard	WaWa	Electronic Changeable Copy
1546	West Granada Boulevard	Sunoco	Approved Electronic Changeable Copy
1670	West Granada Boulevard	RaceTrac	Electronic Changeable Copy
North Nova Road			
282	North Nova Road	Trails Shopping Center	Electronic Changeable Copy

on the east side is industrial office. The PMUD is on the City of Ormond Beach website, Ormond Crossing webpage, with the development order and the zoning. He said that staff can provide, if need be.

Ms. Eaton concluded that the minimal parcel size for PMUD is 2,000 acres and staff is not recommending changes.

B. Discussion item, Electronic Changeable Copy Signage

Mr. Spraker delivered an overview of the topic of Electronic Changeable Copy Signage stemming from the City Commission as a request to bring to the Planning Board to get direction to provide back to them. The definition was explained as a sign that displays an electronic image where the rate of change is electronically programmed and can be modified by electronic processes.

Mr. Spraker explained that three examples of Electronic Changeable Copy Signs within the city are the Performing Arts Center, Destination Daytona and the Trails Shopping Center.

Mr. Spraker stated that the current Land Development Code (LDC) allows Electronic Changeable Copy Signs under two conditions with the existing standards and two allowable places, **(1)** Destination Daytona, Phases 1 and 2, allowed through a Planned Development, therefore if they want a new sign, they are required to come back through as a Planned Development amendment and go through the Planning Board and City Commission for approval, if applicable; and **(2)** Gas stations through Special Exceptions, with LDC conditions based on size, pixel spacing, the length of time the message changes with text only, no graphics or flashing. The requirements for it are an operating manual and a Certificate of Conformance.

Mr. Spraker went over the guidance sheets for Electronic Changeable Copy Signage decision points with the Board for their consensus.

Mr. du Moulin stated that he did research on traffic studies on incidents and accidents caused by distractions of electronic signs and asked if staff has looked at all aspects of it. Mr. Spraker replied that he is not aware of any studies that say that one sign versus another is good, bad or indifferent. He offered to circulate the studies amongst the Board if Mr. du Moulin shares his research. Mr. Spraker added that other jurisdictions are allowing these types of signs and has not heard of a traffic difference because of them.

Mr. Galloway commented that cell phones are what are causing more wrecks.

Chairman Thomas remarked that he is finding that the electronic changeable copy signs aide more than hinder in driving when finding places.

Ms. Shull commented that the stable gas station signs with numbers are more helpful than the electronic changeable copy signs, like the one at the Trails Publix when it is changing and people are reading them as they are driving.

Mr. Spraker delivered history on the matter, explaining that in 2010 the City prohibited electronic changeable copy signs. There have been two amendments, (1) by an applicant when the gasoline sales, required by the state was amended, and (2) Destination Daytona, due to it being allowed in the County, the only two places it is currently allowed. Mr. Spraker continued that the point is to receive information on

what is appropriate from the Planning Board to be able to provide it to City Commission for a final determination.

1) Do you believe electronic changeable copy signs are appropriate?

There was a discussion to come back to this question after reviewing the other guidance points.

2) In what areas would the city allow electronic changeable copy signs be appropriate – Option A: Allow electronic changeable copy signs whenever monument or pole signs are allowed?

3) What areas would electronic changeable copy signs be appropriate – Option B: Allow only within certain zoning districts?

Mr. Spraker read a portion of an e-mail from the City Attorney's Office that stated, "Government regulations are restricted to time, place, manner and cannot be based on content. Limiting the signs to certain commercial/business zones, or to certain properties within zones, could result in an argument that the city is favoring certain commercial/business speech over other commercial/business speech where such sings have been prohibited. In other words, the regulations would not be content neutral."

The Board elected to recommend to allow electronic changeable copy signs whenever monument or pole signs are allowed.

4) What is the allowed display area for electronic changeable copy signs?

Mr. Spraker stated that the city has seen 60 percent and 50 percent from other jurisdictions. It is a policy decision on what the appropriate number is. The existing is 50 percent for reader board (manual changeable copy signs). Examples given for reference. Mr. Spraker stated that the current standard today is 60 percent for gas stations and 50 percent for manual changeable copy signs.

Mr. Galloway asked about facia signs and the size requirements being based on the square footage of the building. Mr. Spraker responded that it only replies to monument and pole signs and not building signs. On site signage is based on the linear frontage of the property per the chart in the LDC. 64 square feet is the most for any monument sign, on greenbelt corridor standards. Clyde Morris Boulevard, Williamson Boulevard, North U.S. Highway 1, and downtown, were examples given. Pole signs are on A1A, S. Atlantic Boulevard, and Nova Road. It was said that there are non-conforming signs on Granada Boulevard. A recommendation made as shown in the staff report is that non-conforming signs cannot be made into electronic changeable copy signs on Granada Boulevard. If there is no space for a monument sign and the reason for the business having a pole sign is due to the lack of room, it was advised that the request will be required to through a Special Exception or Planned Development and be heard by the Planning Board and City Commission.

The Board recommended a 60% display area for electronic changeable copy signage.

5) Require pixel spacing?

Mr. Spraker stated that pixel spacing is the sharpness of the image, an existing standard that staff recommends keeping.

The Planning Board concurred.

6) What is the rate of change allowed for electronic changeable copy signs?

Mr. Spraker explained that there is a wide range from 8 to 60 seconds and is a policy decision on what the rate of change is allowed to be.

Mr. Galloway asked if there are any standard specifications on it. Mr. Spraker replied that there is not and once minimum standards are suggested, staff is going to talk to sign companies for their input and to inquire what the minimum pixel spacing should be.

Chairman Thomas suggested going with the higher pixel within reason, and 15 seconds.

Mr. Railsback suggested 15 seconds.

Mr. Galloway suggested 1 minute and 22 seconds.

The Board recommended to allow the message to change once per every 15 seconds.

7) Only allow static text for electronic changeable copy signs?

Mr. Spraker added that this would mean no flashing or scrolling, the existing standard.

The Planning Board concurred.

8) Only allow limited colors for electronic changeable copy signs?

Chairman Thomas suggested that logos and static images should be allowed. The Planning Board concurred.

9) Require manufactured operating manual?

Mr. Spraker stated that this is done currently today. The City requires an operating manual.

Planning Board concurred.

10) Require certificate from owner acknowledging standards?

Planning Board concurred.

11) Other potential criteria – Malfunctioning sign must be turned off or display a blank screen?

Planning Board concurred.

12) Other potential criteria – No offsite advertising is permitted?

Mr. Spraker stated that city signs are exempt and that if it is content neutral and a public message it can be on there anytime.

Chairman Thomas asked if a business can advertise a 5K run. Mr. Spraker replied yes.

Mr. Spraker stated that the goal is not to advertise offsite which is detailed in the LDC.

Chairman Thomas commented that additional information is needed.

Mr. Galloway asked if electronic signs will be at both sides of the bridge. Mr. Spraker responded that at one time there was a capital project for electronic changeable copy signs downtown and was not approved with a decision to not move forward.

There was concern from the Planning Board regarding the message of the sign as on as the established conditions were met.

13) **Other potential criteria – No electronic changeable copy signs allowed within 300' of a conforming single-family house as measured in walking distance from a roadway from the property line from the property with the electronic changeable cop sign and the property line of the single-family house?**

Mr. Spraker stated if there is commercial property with residential property near it, such as WaWa, the sign could not be within 300' of the house at Old Tomoka Road.

Planning Board concurred.

14) **Other potential criteria – code enforcement provision?**

The sign permit code violations and code enforcement actions included in the staff report were discussed. It was suggested that for any violation after the second, the business owner would lose sign advertising for recommendation of one week.

Chairman Thomas responded that he is opposed to penalties to remove the sign, but agrees with not being able to use it for one to two months. The Board discussed the matter further.

Mr. Spraker stated that a recommendation will be brought back to the Board.

15) **Other potential criteria – Digital sign area shall be integrated into the design of the sign?**

Note: this number was skipped.

16) **Other potential criteria – The change of the display of messages must be instantaneous with no fading or special effects?**

Mr. Spraker stated that as the message changes, it cannot scroll or flash, it just changes one message to the other.

Planning Board concurred.

17) **Any other conditions for electronic changeable copy signs that the Board thinks is appropriate?**

Mr. Galloway responded, that it cannot be used for political messages.

18) **Allow electronic copy changeable copy signage to be permitted through the issuance of a sign permit regulated by city staff?**

Planning Board concurred.

Mr. Spraker commented that if someone wants to vary from the standards, they could through a Special Exception or a Planned Development, through public hearings at the Planning Board and City Commission.

Planning Board concurred.

19) **Allow electronic changeable copy signage to be permitted through the issuance of a sign permit regulated by city staff? For projects who desire to vary the established standards, they could seek alternate standards with a public hearing as a Special Exception or Planned Development.**

Planning Board concurred.

20) Allow electronic changeable copy signage to be permitted through a public hearing process (Planning Board review/recommendation and City Commission action)?

The Planning Board consensus was no.

Mr. Spraker referenced the original question:

1) Are electronic changeable copy signs an appropriate type of signage based on the conditions so far?

The Planning Board replied yes.

Mr. Spraker stated that staff will work on an ordinance and contact sign companies and bring back in September.

Audience Comments

Ms. Kristen Deaton, 80 Shadow Creek Way, commented that she conducted a poll with 20-30 Ormond Beach residents responded with their input on the electronic signs and the majority agree that electronic signs for gas stations is a smart idea but did not want to go much further than that. Their concern expressed was with the electronic changeable copy signs and that it will take away from the charm that Ormond Beach offers. She expressed that she feels that electronic signs could hinder the small town feel of the gem of Ormond Beach. Ms. Deaton added that with distracted drivers due to cell phones, that electronic signs for gas stations only makes sense, but suggested setting a maximum size limit to keep them from competing and asked the Board to keep the small-town-charm in mind.

X. MEMBER COMMENTS

Mr. Railsback thanked the staff and Board.

Mr. Galloway referenced the sign at the base of the bridge, west to U.S. Highway 1 in the DOT jurisdiction area and remarked that it unbeautified the street scape, as well as A1A, where he said there are pole signs every 6' to 10'.

Mr. Jorczak commented on the City's unique charm and concurred on the signage, adding that he too would like to see less signs.

Mr. du Moulin thanked staff.

Ms. Shull concurred and took notice of some of the City Commissioners sitting in the audience.

Chairman Thomas closed the meeting, thanked staff and commented that the City did a marvelous job on the 4th of July fireworks at Rockefeller Gardens and Park.

XI. ADJOURNMENT

The meeting was adjourned at 8:17 p.m.

Respectfully submitted,

Steven Spraker, Planning Director

ATTEST:

Doug Thomas, Chair

Minutes transcribed by Marcella Miller.

ATTACHMENT 4

Correspondence Received

HOLUB
DEVELOPMENT

VIA EMAIL: Steven.Spraker@ormondbeach.org

July 10, 2024

Steven Spraker
Planning Director
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

RE: Discussion Item – Electronic Changeable Copy Signage

Dear Steven:

I understand that the Planning Board will discuss Electronic Changeable Copy Signage ("ECCS") at the July 11, 2024 meeting. I have not had an opportunity to thoroughly review all of the details in the Staff Report and unfortunately I am out of town on Thursday and not able to attend the meeting. I would like to offer some input regarding potential revisions to the current sign regulations.

I have been in the construction and development business for 39 years with the majority of our projects in Ormond Beach. I can confirm firsthand how important signage is to the retail, restaurant and professional service businesses that we have as tenants.

These businesses currently use building signage and a small tenant panel on the monument or pylon sign to promote their business. This tenant category can certainly benefit from ECCS to promote their product or service to pass by traffic. I have several tenants who have locations in other cities that have ECCS and their business on a daily basis has increased. I cannot tell you how many times a small business owner in our community has approached me and questioned why Ormond Beach does not permit ECCS to be incorporated into monument or pylon signs.

This type of sign is clean and modern and would minimize some of the temporary flag type signs that tenants typically install throughout the year. It also would provide the consumer a more legible and easier to read copy. In your discussion regarding this item, I would ask that you consider the following:

A. ECCS would be permitted at major thoroughfare roads including East and West Granada Boulevard, US-1, Nova Road, Williamson Boulevard, Clyde Morris Boulevard and South Atlantic Avenue.

COMMERCIAL AND RESIDENTIAL CUSTOM LUXURY HOMES CONSTRUCTION SITE DEVELOPMENT INVESTMENT PROPERTIES
PO BOX 730086 • ORMOND BEACH • FLORIDA 32173-0086 • VOICE 386.677.7617 • FAX 386.677.7630 - EMAIL HOLUBDEV@AOL.COM

B. ECCS may be incorporated at the mid-point or at the top of a monument sign

C. Provide for ECCS to be permitted with pylon signage. (position and maximum height should be determined)

D. If you determine that ECCS are permitted by zoning district, please consider including the thoroughfare roads as previously outlined.

E. In addition to the text copy, allow for a business logo or other product identification may be included.

F. Allow ECCS to be permitted through the issuance of a sign permit reviewed by staff, and if an alternative standard is requested allow it to proceed through a Special Exception or Planned Development.

G. Please consider a provision that would allow the maximum sign copy area and height for existing signs may be increased a nominal percentage in order to incorporate ECCS. This would allow modification to existing signs without a total reconstruction of the sign. Architectural embellishments to the sign would continue to be required.

The discussion for electronic signs has been ongoing for several years in our community and allowing ECCS would support local retailers, restaurants and professional service businesses. Furthermore, upon a directive from the City, ECCS could be utilized to inform residents when there is an emergency issue, such as a hurricane.

I want to thank Staff and the Planning Board for considering this discussion item.

With Kind Regards I Remain,

Sincerely,

Paul F. Holub Jr.

Planning Board minutes from

September 12, 2024

ITEM:

PZ-2024-081

Electronic Changeable Copy Signage, Land Development Code Amendment

Recommended for Approval (7-0)

B. **PZ-2024-000081 – Land Development Code Amendment, Electronic Changeable Copy Signage**

Mr. Steven Spraker, Planning Director, stated that this is an administrative request to amend Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premise Signs, Subsection G, Electronic Changeable Copy Signs of the Land Development Code. The amendments propose to expand the allowance of electronic changeable copy signs and establish conditions of operations and permitting.

Mr. Spraker reviewed the decision points of previous Planning Board meetings:

Decision Point 1: Are electronic changeable copy signs an appropriate type of signage?

Mr. Spraker stated the Planning Board direction was yes – under certain conditions.

Decision Point 2: In what areas of the city would electronic changeable copy signs be appropriate?

Mr. Spraker stated based on the City Attorney's input, the Planning Board elected to allow changeable copy signs citywide where site signs are allowed.

Decision Point 3: What should be the conditions for electronic changeable copy signs?

Mr. Spraker reviewed the criteria developed with the assistance of the Planning Board:

a. Display area of a maximum of 60% of the allowed signage area.
b. A minimum pixel spacing is required for sign sharpness.
c. Rate of change – allow signage text to change every 15 seconds.
d. Allow only static text with no flashing animation or scrolling.
e. Allowance for logos and static images.
f. Require manufacturing operating manual.
g. The owner's signature must acknowledge the standards for electronic changeable copy signs.
h. Malfunctioning signs must be turned off or displayed on a blank screen.
i. No electronic changeable copy signs within 300' of conforming single-family house as measured in walking distance from a public right-of-way.
j. Existing non-conforming signage is not eligible for electronic changeable copy signage.
k. Digital sign area shall be integrated into the sign copy area.
l. Code enforcement provision.

Decision Point 4: What should be the approval process (staff approval, Special Exception, or Planned Development)?

Mr. Spraker stated the Planning Board provided direction that electronic changeable copy signs should be permitted by city staff. Applicants who seek alternative standards may do so through a public hearing process.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Mr. Scudiero thanked staff for the work on this item and expressed support. He stated that these signs will provide the ability for businesses to advertise.

Mr. Railsback stated that he concurred and that the regulations were consistent and palatable.

Mr. Galloway asked if the city sign on U.S. Highway 1 meets these terms and conditions. Mr. Spraker stated that the existing city sign was permitted under different Land Development Code standards. Mr. Spraker stated that any new signage would be required to meet these standards or get approval through the public hearing process.

Mr. Jorczak explained how his position on electronic changeable copy signs is to have as few as possible. He stated that the regulations are reasonable and that there are certain state requirements that must be complied with. He stated that he would support the amendment.

Mr. du Moulin did not have any comments.

Ms. Shull asked who controls code enforcement and if its complaint-driven. Mr. Spraker confirmed that code enforcement is complaint-driven. Ms. Shull inquired about the details on how an issue would be handled. Mr. Spraker replied that with a code enforcement complaint, a code enforcement officer would perform an investigation and determine if there is a violation. If the officer finds a violation, this would be presented to the Special Magistrate. Mr. Spraker stated that he assumed that the code enforcement officer would likely seek to provide education of the requirements with a first violation. The enforcement actions would be consistent with the proposed amendment.

Chairman Thomas expressed his happiness on this amendment and recalled that this topic has been long discussed.

Board Recommendation

Chairman Thomas called the vote.

Vote was called, and the item was approved (7-0). Mr. Railsback inquired if there was a motion and a second. There was a statement that the motion had been made.

After agenda item PZ-2024-000082 – Land Development Code Amendment, Live Local Act, it was determined that a motion had not been made on this item.

Chairman Thomas asked for a motion.

Mr. Scudiero motioned to approve PZ-2024-000081-Land Development Code Amendment, Electronic Changeable Copy Signage. Mr. du Moulin seconded it. Vote was called, and the motion was approved (7-0).

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DRAFT

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-30

AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, BUSINESS PREMISES SIGNS, SUBSECTION G, ELECTRONIC CHANGEABLE COPY SIGNS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY EXPANDING THE ALLOWANCE OF ELECTRONIC CHANGEABLE COPY SIGNS, AND ESTABLISHING CONDITIONS OF OPERATIONS AND PERMITTING STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

   This administrative request is to amend Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premise Signs, Subsection G, Electronic changeable copy signs of the Land Development Code. The amendments propose to expand the allowance of electronic changeable copy signs, establish conditions of operations, and permitting standards.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

   a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

      None. This is an ordinance regarding the Land Development Code to expand the allowance of electronic changeable copy signs, establish conditions of operations, and permitting standards.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

      None. This is an ordinance regarding the Land Development Code to expand the allowance of electronic changeable copy signs, establish conditions of operations, and permitting standards.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

      None. This is an ordinance regarding the Land Development Code to expand the allowance of electronic changeable copy signs, establish conditions of operations, and permitting standards.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

   None. This is an ordinance regarding the Land Development Code to expand the allowance of electronic changeable copy signs, establish conditions of operations, and permitting standards.

4. Any additional information the City determines may be useful.

   (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

   No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 8.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-31
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Land Development Code Amendment, Outdoor Activities (SECOND READING)		
Summary:	This administrative request is to amend Chapter 2 – District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code. The amendment proposes to update the conditions and permitting requirements for outdoor activities. The purpose of the amendment is to specifically allow business and corporate events (not involving the sale of merchandise). In drafting the amendment, staff sought to re-organize the section to detail the types of outdoor activities and to provide one common submittal requirement subsection. The Planning Board reviewed the Land Development Code amendment at the September 12, 2024 meeting and unanimously (7-0) recommended approval.		
Financial Impact:	None		
Citizen Impact:	There is no anticipated citizen impact as the result of the proposed Land Development Code amendment.		
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends approval of the amendment to the Land Development Code to update the conditions and permitting requirements for outdoor activities.		

Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-31 LDC, Outdoor Activities (P24-0198G) 2. 09.12.2024, Outdoor Activities, LDC Amendment 3. 09.12.2024, Planning Board minutes, Outdoor Activities, LDC Amendment 4. Ordinance BIE, LDC Amend. - Outdoor Act.
Approval:	Kelly McGuire, Finance Director 10/16/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/16/2024 Joyce Shanahan, City Manager 10/17/2024

ORDINANCE NO. 2024-31

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (W), OUTDOOR ACTIVITIES, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO UPDATE THE CONDITIONS AND PERMITTING REQUIREMENTS FOR OUTDOOR ACTIVITIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is an administrative request to amend Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory uses, Subsection (w), Outdoor activities, to update the conditions and permitting requirements for outdoor activities, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on September 12, 2024, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Subsection (w), Outdoor activities, of Section 2-50, Accessory uses, of Article III, General Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended to read as follows:

(w) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:

(1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all ~~commercial and industrial~~ zoning districts except where expressly permitted through the issuance of a special exception, ~~or a~~ planned development, or a special event permit complying with this subsection.

(2) Retail special event permits. Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per calendar year, provided:

a. An application is submitted to the ~~building~~ planning department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event. ~~and are required to be reviewed by the city's site plan review committee.~~

b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.

c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection ~~(w)~~(~~10~~3) of this section.

d. The display area shall not be located so as to diminish the utility of any required parking space unless ~~an alternative temporary parking plan is~~ approved through the special event permit ~~by the site plan review committee~~.

e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.

f. Adequate area for safe pedestrian movement shall be maintained.

g. ~~A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:~~

~~1. Police officers at the expense of the applicant to help ensure public safety;~~

~~2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.~~

Submittal information shall be provided as required in subsection (7) of this section.

h. The area encompassed by a temporary sales shelter shall not exceed three thousand (3,000) square feet as measured from the perimeter of the temporary structure.

i. A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.

j. Prohibited activities related to retail special event permits:

1. The following uses are prohibited from outdoor merchandise sales or activities:

a. Service stations and convenience stores types A, B and C.

b. Office uses.

c. Industrial uses.

d. Restaurants types A, B, C and D, outdoor seating is permitted.

2. The sale of food or beverages, other than as promotional items, is prohibited.

3. The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.

k. A permit fee, as established in Section 8-10 of the Code of Ordinances, ~~chapter 1, article IV of this Land Development Code~~, shall be required for each outdoor sales event.

~~(3) The following uses are prohibited from outdoor merchandise sales or activities:~~

~~a. Service stations and convenience stores types A, B and C.~~

~~b. Office uses.~~

~~c. Industrial uses.~~

~~d. Restaurants types A, B, C and D, outdoor seating is permitted.~~

~~(4) The sale of food or beverages, other than as promotional items, is prohibited.~~

~~(5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.~~

~~(6) The area encompassed by the temporary sales shelter shall not exceed three thousand (3,000) square feet as measured from the perimeter of the temporary structure.~~

~~(7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.~~

~~(8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.~~

(~~9~~3) Seasonal or holiday items. Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities. A special event permit shall be required and submitted to the planning department with the information required in subsection (7) of this section. A permit fee, as established in Section 8-10 of the Code of Ordinances, shall be required.

(~~10~~4) Non-profit outdoor activities. Carwashes, motorcycle washes, bake sales, cookie sales, charitable solicitation, running or walking events, outdoor

church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be ~~exempt from the requirements of this section~~ allowed with a special event permit and shall submit an application to the planning department with the information required in subsection (7) of this section. ~~,~~ ~~provided that:~~ A permit fee shall not be required if the organization provides proof of its nonprofit status.

a. ~~The proposed events do not impede pedestrian or vehicular traffic.~~

b. ~~A special event permit must be obtained from the building department. A permit fee shall not be required if the organization provides proof of its nonprofit status.~~

c. ~~The following application information is required for outside events:~~

   1. ~~Days of the events.~~

   2. ~~Hours of operation.~~

   3. ~~Expected number of participants.~~

   4. ~~Types of temporary structures.~~

   5. ~~Number of portable toilets provided.~~

   6. ~~Security plan.~~

   7. ~~Pedestrian and vehicle movement plan.~~

   8. ~~A scaled sketch detailing the location of the special event area, and parking areas.~~

   9. ~~Location of any planned activities.~~

~~d.~~ Motorcycle/car wash events, and associated activities, of a temporary or itinerant nature may be allowed for non-profit organizations subject to the following conditions:

   1. Compliance with the application requirements provided in subsection ~~(10)c~~ (7) of this section.

   2. The event shall be limited to no more than six (6) continuous hours between 8:00 a.m. and 5:00 p.m. in any single day.

   3. The event must at all times be contained within the legal boundaries of the real property described in the permit. All activities shall be prohibited within public rights-of-way, easements and other public property.

4. All event participants must fully comply with all permit conditions and with all applicable rules, regulations and laws. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or an event participant may be cause for the denial of future event permits by the violator and/or at the subject real property.

5. No more than twelve (12) event permits shall be issued in a calendar year for the subject real property.

6. Motorcycle/car wash events of a temporary or itinerant nature are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area, as more particularly described in article VII, of chapter 2 of this Code.

7. Motorcycle/car wash events of a temporary or itinerant nature are prohibited throughout the city during recognized special events, which are defined as: Daytona Beach Bike Week Festival, as established by the Bike Week Executive Committee; Daytona Beach Biketoberfest Special Event, as established by the Biketoberfest Development Committee of the Daytona Beach Area Convention and Visitors Bureau; Daytona Speed Weeks, encompassing that time period commencing with the Rolex 24-Hour Race and ending with the Daytona 500 Race, as established by the Daytona International Speedway; Jeep Week; organized Truck events; and other specially licensed outdoor entertainment activity involving more than one (1) property owner or that includes five hundred (500) or more participants.

~~e. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.~~

~~f. There are no public safety hazards, as determined by the planning director or designee.~~

(5) Corporate outdoor events. Businesses and corporations may host an outdoor event no more than four (4) times a calendar year that is not open to the general public. A special event permit shall be required and submitted to the planning department with the information required in subsection (7) of this section. A permit fee, as established in Section 8-10 of the Code of Ordinances, shall be required.

(6) Mobile food dispensing vehicle (food trucks). Shall be allowed in accordance with subsection (v) of Section 2-50 of the Land Development Code.

(7) Required submittal information for outdoor activities. Outdoor special events shall provide the minimum information listed below. The planning director may amend the submittal requirements for small scale retail activities, such as a sidewalk sale. For large scale special event permits, additional information may be required.

a. Applications must be submitted twenty-one (21) days prior to the event.

b. Proof of non-profit status if applying for a non-profit special event.

c. Days of the events.

d. Hours of operation.

e. Expected number of participants.

f. Types of temporary structures.

g. Number of portable toilets provided.

h. Security plan. Emergency services personnel such as fire safety and police officers may be required at the expense of the applicant to help ensure public safety as determined by the Fire Chief and Police Chief. The applicant shall be responsible for the cost of providing any life safety requirements.

i. Pedestrian and vehicle movement plan. Demonstrate that the proposed events do not impede pedestrian or vehicular traffic. Events located in public rights-of-way, such as walking and running events, shall provide applicable Volusia County and Florida Department of Transportation permits or a determination that no permit is required.

j. A scaled sketch detailing the location of the special event planned activities and parking areas.

k. Location of any temporary structures. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.

l. Demonstrate that there are no public safety hazards.

m. Location of any mobile food dispensing vehicle (food trucks). Note any mobile food dispensing vehicle must be in compliance with the regulations in subsection (v) of Section 2-50 of the Land Development Code.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FOUR. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 15th day of October, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th day of November, 2024.

_____
HAROLD BRILEY
Deputy Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PLANNING BOARD
STAFF REPORT
Land Development Code (LDC) Amendment
Accessory Uses, Outdoor Activities

PLANNING BOARD DATE:	September 12, 2024
TENTATIVE CITY COMMISSION DATES:	October 15, 2024 (1st Reading) and November 6, 2024 (2nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	PZ-2024-083
SUBJECT:	LDC amendment: Chapter 2 – District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This administrative request is to amend Chapter 2 – District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code. The amendment proposes to update the conditions and permitting requirements for outdoor activities.

SECTION 2, BACKGROUND: Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code is designed to regulate a wide range of outdoor activities. The section was initially designed to regulate the outdoor sales of merchandise. While this is still a primary function of this section, the section was expanded to allow non-profit organizations to hold special events primarily associated with fundraising. City staff have received inquiries to hold business and corporate events, which the current section does not address or envision. The purpose of the amendment is to specifically allow business and corporate events (not involving the sale of merchandise). In drafting the amendment, Planning staff has sought to re-organize the section to detail the types of outdoor activities and to provide one common submittal requirement subsection.

SECTION 3, ANALYSIS:

ATTACHMENT 1 provides the proposed Land Development Code amendment. The exhibit below details the proposed changes.

EXHIBIT 1: Proposed Changes

Existing Section	Proposed Section	Notes
(w) Introduction	No change	No change.
(w)(1)	(w)(1)	Added text: or a special event permit complying with this subsection. Special events need either public hearing approval or a special event permit.
(w)(2)	(w)(2)	Organized this subsection to include all items related to the sale of merchandise. Titled subsection "Retail special event permits."
(w)(2)(a)	(w)(2)(a)	This subsection provides submittal deadlines. Amended building department to planning department (which includes building). Deleted reference to SPRC review. Individual members of the SPRC are reviewing special event permits.
(w)(2)(b)	(w)(2)(b)	No change. Requires sale of merchandise to be from the sponsoring business of the special event permit.
(w)(2)(c)	(w)(2)(c)	No change. The event is required to be on the same lot/parcel as the principal business.
(w)(2)(d)	(w)(2)(d)	Special events should not reduce parking functions. Deleted reference to SPRC review. Individual members of the SPRC are reviewing special event permits.
(w)(2)(e)	(w)(2)(e)	No change. Maintain traffic flow.
(w)(2)(f)	(w)(2)(f)	No change. Maintain pedestrian flow.
(w)(2)(g)	(w)(7)	Deleted existing text. Consolidate all permit requirements into new subsection (7).
(w)(6)	(w)(2)(h)	Moved maximum sales shelter from (w)(6) to (w)(2)(h) as a standard for retail special event permits.
(w)(8)	(w)(2)(i)	Moved temporary signage from (w)(8) to (w)(2)(i) as a standard for retail special event permits.
(w)(3) (w)(4) (w)(7)	(w)(2)(j)	Moved all prohibited items (specific uses, food, vehicle sales) from existing (w)(3)(4)(7) to (w)(2)(j).
(w)(2)(h)	(w)(2)(k)	No change. Permit fee is required for special events.
(w)(5)	(w)(7)(k)	No change. Timing of temporary structure. Moved to the section for submittal requirements (w)(7) for all special events.

Existing Section	Proposed Section	Notes
(w)(9)	(w)(3)	Season or holiday items. No change to existing text. Added permit fees and submittal requirements of (w)(7).
(w)(10)	(w)(4)	Non-profit outdoor activities. Moved submittal requirements to (w)(7). Left car wash standards in the subsection since they apply to non-profit organizations. There are no changes to the text of the car wash standards.
NA	(w)(5)	Added allowance for businesses and corporations to host special events not open to the general public.
NA	(w)(6)	Added a section that mobile food dispensing vehicles (food trucks) are regulated with subsection (v) of Section 2-50 of the Land Development Code.
NA	(w)(7)	Added the submittal requirements for all special event types (retail sales, non-profits, season and holiday, and corporate events.

SECTION 4, CONCLUSION:

Section 1-15(e) of the Land Development Code requires specific criteria must be evaluated before the adoption of a Land Development Code amendment when making their recommendation, as follows:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. The amendment will not create undue crowding beyond the conditions normally permitted in the zoning district or adversely affect the public health, safety, welfare, or quality of life. Each application is reviewed based on the special event proposed.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. No impacts to environmentally sensitive lands are expected.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties**.

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. Each special event application is reviewed based on the special event proposed.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. No impacts to public facilities are anticipated.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. Traffic impacts are reviewed based on each special event review.

7. The proposed development is functional in the use of space and aesthetically acceptable.

No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. This criterion is not applicable.

8. The proposed development provides for the safety of occupants and visitors.

No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. This criterion is not applicable.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on an update to outdoor activities. The amendment seeks to recognize outdoor corporate events and reorganize the Land Development Code section. This criterion is not applicable.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 5, RECOMMENDATION: It is recommended that the Planning Board **APPROVE** an amendment to Chapter 2 – District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code to update the conditions and permitting requirements for outdoor activities.

Attachments:

Attachment 1: Proposed Land Development Code Amendment

ATTACHMENT 1

Outdoor Activities, Land Development Code amendment

Chapter 2 – District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities

(w) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:

(1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all ~~commercial and industrial~~ zoning districts except where expressly permitted through the issuance of a special exception, ~~or a~~ planned development, or a special event permit complying with this subsection.

(2) Retail special event permits. Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per calendar year, provided:

a. An application is submitted to the ~~building~~ planning department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event. ~~and are required to be reviewed by the city's site plan review committee~~.

b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.

c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection ~~(w)~~(~~10~~3) of this section.

d. The display area shall not be located so as to diminish the utility of any required parking space unless ~~an alternative temporary parking plan is~~ approved through the special event permit ~~by the site plan review committee~~.

e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.

f. Adequate area for safe pedestrian movement shall be maintained.

g. ~~A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:~~

~~1. Police officers at the expense of the applicant to help ensure public safety;~~

~~2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.~~

Submittal information shall be provided as required in subsection (7) of this section.

h. The area encompassed by the temporary sales shelter shall not exceed three thousand (3,000) square feet as measured from the perimeter of the temporary structure.

i. A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.

j. Prohibited activities related to retail special event permits:

1. The following uses are prohibited from outdoor merchandise sales or activities:

a. Service stations and convenience stores types A, B and C.

b. Office uses.

c. Industrial uses.

d. Restaurants types A, B, C and D, outdoor seating is permitted.

2. The sale of food or beverages, other than as promotional items, is prohibited.

3. The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.

k. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required for each outdoor sales event.

~~(3) The following uses are prohibited from outdoor merchandise sales or activities:~~

~~a. Service stations and convenience stores types A, B and C.~~

~~b. Office uses.~~

~~c. Industrial uses.~~

~~d. Restaurants types A, B, C and D, outdoor seating is permitted.~~

~~(4) The sale of food or beverages, other than as promotional items, is prohibited.~~

~~(5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.~~

~~(6) The area encompassed by the temporary sales shelter shall not exceed three thousand (3,000) square feet as measured from the perimeter of the temporary structure.~~

~~(7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.~~

~~(8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.~~

(~~9~~3) Seasonal or holiday items. Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities. A special event permit shall be required and submitted to the planning department with the information required in subsection (7) of this section. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required.

(~~10~~4) Non-profit outdoor activities. Carwashes, motorcycle washes, bake sales, cookie sales, charitable solicitation, running or walking events, outdoor church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be ~~exempt from the requirements of this section~~ allowed with a special event permit and shall submit an application to the planning department with the information required in subsection (7) of this section. ~~,~~ ~~provided that:~~ A permit fee shall not be required if the organization provides proof of its nonprofit status.

a. ~~The proposed events do not impede pedestrian or vehicular traffic.~~

~~b. A special event permit must be obtained from the building department. A permit fee shall not be required if the organization provides proof of its nonprofit status.~~

~~c. The following application information is required for outside events:~~

~~1. Days of the events.~~

~~2. Hours of operation.~~

~~3. Expected number of participants.~~

~~4. Types of temporary structures.~~

~~5. Number of portable toilets provided.~~

~~6. Security plan.~~

~~7. Pedestrian and vehicle movement plan.~~

~~8. A scaled sketch detailing the location of the special event area, and parking areas.~~

~~9. Location of any planned activities.~~

~~d.~~ Motorcycle/car wash events, and associated activities, of a temporary or itinerant nature may be allowed for non-profit organizations subject to the following conditions:

1. Compliance with the application requirements provided in subsection (7) of this section.
2. The event shall be limited to no more than six (6) continuous hours between 8:00 a.m. and 5:00 p.m. in any single day.
3. The event must at all times be contained within the legal boundaries of the real property described in the permit. All activities shall be prohibited within public rights-of-way, easements and other public property.
4. All event participants must fully comply with all permit conditions and with all applicable rules, regulations and laws. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or an event participant may be cause for the denial of future event permits by the violator and/or at the subject real property.
5. No more than twelve (12) event permits shall be issued in a calendar year for the subject real property.
6. Motorcycle/car wash events of a temporary or itinerant nature are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area, as more particularly described in article VII, of chapter 2 of this Code.
7. Motorcycle/car wash events of a temporary or itinerant nature are prohibited throughout the city during recognized special events, which are defined as: Daytona Beach Bike Week Festival, as established by the Bike Week Executive Committee; Daytona Beach Biketoberfest Special Event, as established by the Biketoberfest Development Committee of the Daytona Beach Area Convention and Visitors Bureau; Daytona Speed Weeks, encompassing that time period commencing with the Rolex 24-Hour Race and ending with the Daytona 500 Race, as established by the Daytona International Speedway; Jeep Week; organized Truck events; and other specially licensed outdoor entertainment activity involving more than one (1) property owner or that includes five hundred (500) or more participants.

~~e. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.~~

~~f. There are no public safety hazards, as determined by the planning director or designee.~~

(5) Corporate outdoor events. Businesses and corporations may host an outdoor event no more than four (4) times a calendar year that is not open to the general public. A special event permit shall be required and submitted to the planning department with the information required in subsection (7) of this section. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required.

(6) Mobile food dispensing vehicle (food trucks). Shall be allowed in accordance with subsection (v) of Section 2-50 of the Land Development Code.

(7) Required submittal information for outdoor activities. Outdoor special events shall provide the minimum information listed below. The planning director may amend the submittal requirements for small scale retail activities, such as a sidewalk sale. For large scale special event permits, additional information may be required.

a. Applications must be submitted twenty-one (21) days prior to the event.

b. Proof of non-profit status if applying for a non-profit special event.

c. Days of the events.

d. Hours of operation.

e. Expected number of participants.

f. Types of temporary structures.

g. Number of portable toilets provided.

h. Security plan. Emergency services personnel such and fire safety and police officers may be required at the expense of the applicant to help ensure public safety as determined by the Fire Chief and Police Chief. The applicant shall be responsible for the cost of providing any life safety requirements.

i. Pedestrian and vehicle movement plan. Demonstrate that the proposed events do not impede pedestrian or vehicular traffic. Events located in public rights-of-way, such as walking and running events, shall provide applicable Volusia County and Florida Department of Transportation permits or a determination that no permit is required.

j. A scaled sketch detailing the location of the special event planned activities and parking areas.

k. Location of any temporary structures. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.

l. Demonstrate that there are no public safety hazards.

m. Location of any mobile food dispensing vehicle (food trucks). Note any mobile food dispensing vehicle must be in compliance with the regulations in subsection (v) of Section 2-50 of the Land Development Code.

Planning Board minutes from September 12, 2024

ITEM:

PZ-2024-083

Outdoor Activities,
Land Development Code Amendment

Recommended for Approval (7-0)

D. PZ-2024-000083 – Land Development Code Amendment, Accessory Uses, Outdoor Activities

Mr. Steven Spraker, Planning Director, stated that this is an administrative request to amend Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code. The amendment proposes to update the conditions and permitting requirements for outdoor activities. Mr. Spraker stated reviewed the amendment including the type of temporary outdoor activities:

1. Retail special events (sidewalk and tent sales);
2. Seasonal or holiday items (Christmas trees or pumpkin sales);
3. Non-Profit (car wash, running events, outdoor church activities, community events); and
4. Corporate outdoor events (for businesses and corporations – no sales or public).

Mr. Spraker stated the section had be re-organized and had common submittal requirements for all outdoor activities.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Ms. Shull asked if two properties side by side desired to have a special event. Mr. Spraker responded that each property would need to obtain a special event permit.

Public Comments

Ms. Connie Colby, 108 Roble Lane asked if Central Park would be allowed. Mr. Spraker responded that special events can occur in city parks and provided examples of the Celtic festival or movie nights. He stated that there could be a movie night at Central Park with a special event permit.

Mr. Railsback added that this ability has existed and that section is not being changed. Mr. Spraker confirmed that Mr. Railsback was correct.

Chairman Thomas questioned that Ms. Colby could come to the public hearing and present any concerns. Mr. Spraker clarified that these outdoor activities do not go through a public hearing review and Ms. Colby would need to address any concerns to the city Leisure Services Department. Mr. Spraker stated there are permanent outdoor activities that would require a Special Exception, but this portion of the Land Development Code is for temporary special events.

Board Discussion and Questions

Mr. Galloway inquired about car and bike washes during special events and recalled past discussions on the topic. Mr. Spraker confirmed that portion of the section remains unchanged and car and motorcycle washed during recognized special events are not allowed.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Galloway motioned to approve PZ-2024-000083 – Land Development Code Amendment, Accessory Uses, Outdoor Activities. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

DRAFT

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-31

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (W), OUTDOOR ACTIVITIES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE THE CONDITIONS AND PERMITTING REQUIREMENTS FOR OUTDOOR ACTIVITIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This administrative request is to amend Chapter 2 – District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code. The amendment proposes to update the conditions and permitting requirements for outdoor activities. The purpose of the amendment is to specifically allow business and corporate events (not involving the sale of merchandise).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

    a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

        None. This is an ordinance regarding the Land Development Code conditions and permitting requirements for temporary special events.

    b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

        None. This is an ordinance regarding the Land Development Code conditions and permitting requirements for temporary special events.

    c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

        None. This is an ordinance regarding the Land Development Code conditions and permitting requirements for temporary special events.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

    None. This is an ordinance regarding the Land Development Code conditions and permitting requirements for temporary special events.

4. Any additional information the City determines may be useful.

    (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

    No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 9.A

Section:	FIRST READING OF ORDINANCES		
Item Category:	First Reading of Ordinances	**Res./Ord. No:**	2024-35
Strategic Goal:	Quality of Life - Other		
Department:	Support Services		
Subject:	Request to Rename Neighborhood Improvement Advisory Board to Community Development Block Grant Advisory Board		
Summary:	This is a request to rename the Neighborhood Improvement Advisory Board (NIAB) the Community Development Block Grant (CDBG) Advisory Board. At its meeting of October 19, 2023, the NIAB moved to recommend its name be changed to more accurately reflect its duties and to eliminate confusion with the City's Neighborhood Improvement Division. The motion passed unanimously. At numerous meetings over the years, citizens have attended believing the NIAB could address neighborhood code violations and the Chair would explain the purpose of the NIAB, conveyed their concerns would be passed along to the appropriate staff member, and would provide contact information for the Neighborhood Improvement Division.		
Financial Impact:	None		
Citizen Impact:	There is no adverse impact to citizens, this is purely a name change only to better identify the purpose and function of the advisory board.		
Recommended Action (Staff, Advisory Board and/or Other):	The members of the NIAB and Staff recommend approval of renaming the Neighborhood Improvement Advisory Board to the Community Development Block Grant Advisory Board.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 24-35 NIAB name change to CDBG Adv Bd (P24-0188B)		

	2. NIAB Minutes 10-19-2023 SIGNED 3. Ordinance Business Impact Estimate NIAB	
Approval:	Kelly McGuire, Finance Director	10/16/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	10/18/2024
	Joyce Shanahan, City Manager	10/22/2024

ORDINANCE NO. 2024-35

AN ORDINANCE AMENDING SECTION 2-218, NEIGHBORHOOD IMPROVEMENT ADVISORY BOARD ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE *CODE OF ORDINANCES* BY AMENDING THE NAME OF THE BOARD; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Chapter 2, Article VI, Section 2-218, Neighborhood improvement advisory board, is hereby amended as follows:

Sec. 2-218. ~~Neighborhood improvement~~ Community development block grant advisory board.

(a) *Established.* The ~~neighborhood improvement~~ community development block grant advisory board is hereby established by the city as an advisory board to the city commission in matters that pertain to the conservation and improvement of housing conditions and neighborhood quality within lower and moderate income areas of the city.

(b) *Purpose.* The board shall advise and recommend to the city commission and city staff on matters pertaining to the general program direction of neighborhood improvement efforts in areas of the city designated by the city commission and as funded from the Federal Housing and Community Development Act of 1974, as amended, or other similar federal, state or local programs. Matters to be considered by the advisory board may include general program goals and objectives; the direction of future grant applications; review of general administrative policies in program implementation; and program evaluation. The board shall actively solicit direct citizen participation from residents throughout the city, and especially those within areas that are anticipated to be affected by any such programs and other appropriate methods. The board is advisory in nature and it is not intended that the board will be involved in detailed and specific staff functions in carrying out such programs or in the review of applications that may be submitted by individuals for assistance under the programs.

(c) *Membership.* The ~~neighborhood improvement~~ community development block grant advisory board shall consist of five members and shall be appointed by the city commission. The mayor and each city commissioner shall nominate candidates to serve as members of the board from the general population as provided in section 2-206, and all appointments to the board shall be approved by majority vote of the city commission. Each member of the city commission shall, initially, nominate one candidate to be considered for appointment by the city commission. If any candidate is rejected by the city commission, the city commission member who nominated the candidate may nominate additional candidates in like manner; and if said city commission member chooses not to make such additional nomination(s), then one or more of the other city commission members may nominate candidates to fill the position in like manner. ~~The terms of office for those neighborhood improvement advisory board members that were appointed by Resolution 2008-14 shall expire the day prior to the first regularly scheduled city commission meeting in January 2011. Thereafter, m~~Members shall be appointed or re-appointed to serve two-year terms that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year. Any vacancy in an unexpired term shall be filled in the same manner as the original appointment for the remainder of the term.

(d) *Officers; records; quorum; meetings.* The chairman and vice-chairman shall be elected by the board at its first meeting of each year. Such meeting shall be called to order by the secretary, who shall then call for nominations for chairman. The terms of all officers shall be for one year, each having eligibility for re-election or reappointment. A quorum shall consist of the majority of the board, and the vote of the majority of those present shall constitute a decision on the matter so voted upon. Meetings shall be scheduled at a minimum of once a year; however, during periods of active programs, meetings shall be held at least quarterly. The board may establish meetings more frequently if desired. Special meetings may be called by the chairman with 72 hours' notification. All meetings shall be open to the public.

(e) *Removal of members.* Any member of the ~~neighborhood improvement~~ community development block grant advisory board may be removed by the city commission only for cause and after being given a written statement of the charges against him and a public hearing thereon, if he so requests.

SECTION TWO. As of the effective date of this Ordinance, all of those members appointed to serve on the Neighborhood Improvement Advisory Board are serving on the Community Development Block Grant advisory board.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 6th day of November, 2024.

PASSED UPON at the second and final reading of the City Commission, this 3rd day of December, 2024.

_____
HAROLD BRILEY
Deputy Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEACH
NEIGHBORHOOD IMPROVEMENT ADVISORY BOARD
REGULAR MEETING

October 19, 2023 **6:00 P.M.**
Training Room
22 South Beach Street
Ormond Beach, FL

CALL TO ORDER – ROLL CALL

Members present were: Josh Pringle, David Glasser, Matthew Shapiro, Frank Ganz and Margaret Sharifi.

Staff present were: Grants Coordinator Loretta Moisio and Recording Secretary Ida Hop.

APPROVAL OF MINUTES – July 20, 2023

Ms. Sharifi moved, seconded by Mr. Ganz, to approve the minutes of the July 20, 2023, meeting. The motion passed unanimously.

AUDIENCE REMARKS

None

DISCUSSION – CREATE RECOMMENDATION TO CITY COMMISSION FOR BOARD NAME CHANGE

Mr. Pringle suggested a name change of the Board to let the community know more accurately the actual intent and goals of this Board.

Mr. Shapiro mentioned at past meetings there appeared to be a vast misunderstanding from the general community that this Board may deal with the beautification of the neighborhood or a nuisance abatement board.

Mr. Shapiro moved, seconded by Mr. Ganz, to present to the City Commission a name change from Neighborhood Improvement Advisory Board to Community Development Block Grant Advisory Board. The motion passed unanimously.

UPDATES

Ms. Moisio stated the application for the Tomoka Avenue Sidewalk has been submitted to Volusia County Community Assistance and is expected to be presented to the County Council for consideration in November with funds from CDBG FY 2019-20, 2020-21 and

2021-22. Once the amendment is approved and executed, the project can begin. She noted that CDBG FY 2022-23 funding is complete with HUM/Hope Place and that the North Ridgewood Sidewalk will soon be completed and is currently under budget.

NEXT MEETING DATE

January 18, 2024, at 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:20 p.m.

Respectfully Submitted:

Ida Hop, Recording Secretary

Attest:

Frank Ganz, Vice-Chairman

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-35

AN ORDINANCE AMENDING SECTION 2-218, NEIGHBORHOOD IMPROVEMENT ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORIDNANCES BY AMENDING THE NAME OF THE BOARD; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☐ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

   This is an amendment to Chapter 2 – Administration, Article VI – Boards, Commissions, Committees and other Agencies, Section 2-218 Neighborhood Improvement Advisory Board, of the Code of Ordinances, to amend the name of the Neighborhood Improvement Advisory Board, to the Community Development Block Grant Advisory Board.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

   a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

      None. This ordinance would be renaming an advisory board.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

      None.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

      None.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

   None. This ordinance would be renaming an advisory board.

4. Any additional information the City determines may be useful.

   (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 10.A

Section:	SECOND READING OF ORDINANCES		
Item Category:	Second Reading of Ordinances	**Res./Ord. No:**	2024-32
Strategic Goal:	Governance - Other		
Department:	Finance		
Subject:	Fiscal Year 2023-2024 Budget Amendments (SECOND READING)		

Summary:

Request to amend the Fiscal Year (FY) 2023-2024 budget by $41,451,789 with a final budget amount of $161,572,905. The net budget amount is $137,674,287 and represents the budget amount without duplicate entries (transfers and departmental charges required by Generally Accepted Accounting Principles GAAP) required to comply with state budget requirements (such as transfers among funds).

The attachment provides details regarding the proposed amendment of the FY 2023-24 budget. A summary of the amendments is as follows:

Description	Amount
Project budgets reappropriated from FY 2022-2023	$19,670,000
Water & Sewer Bonds/Technology Bonds	14,600,000
Transfers	775,000
Insurance claim expenses including Performing Art Center	1,100,000
Outside Counsel (Fuel Farm)	525,000
Police Collective Bargaining Adjustments	700,000
Sports Complex Lease to Airport	340,000
Police/Fire Premium Tax (increase in amount rec'd from the State over budget)	400,000
Water/Wastewater Chemical costs due to inflation	542,000
Business Park Drive project (Grant funded)	2,800,000

Financial Impact:	The amendments will increase the budget to $161,572,905.

Citizen Impact:	The budget amendments are required to comply with local and state budgetary requirements.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the amendments to the FY 2023-2024 annual budget.
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226
Attachments:	1. 24-32 Budget Amendments (P24-0202G) 2. Attachment A Amendments 3. BIE - Budget Amendments 4. Budget Amendment
Approval:	Kelly McGuire, Finance Director 10/16/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/16/2024 Joyce Shanahan, City Manager 10/17/2024

ORDINANCE NO. 2024-32

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-2024 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); RECREATION FACILITY FEE FUND (115); FINANCING DEBT SERVICE FUND (205); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); LEISURE SERVICES CAPITAL FUND (322); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WEST ORMOND REUSE IMPACT FEE FUND (433); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BONDS; AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to amend the annual budget for Fiscal Year 2023-2024 by amending the General Fund (001); Downtown Redevelopment Trust Fund (104); Stormwater Utility Fund (107); Airport Fund (108); Economic Development Fund (110); Pension Contribution Pass Through Fund (113); Recreation Facility Fee Fund (115); Financing Debt Service Fund (205); Capital Improvements Fund (301); Equipment Renewal & Replacement Fund (302); Public Safety Vehicle & Equipment Fund (305); Transportation Improvements Fund (308); Facilities Renewal & Replacement Fund (317); Leisure Services Capital Fund (322); Water and Wastewater Fund (401); Vehicle Replacement Fund (408); Renewal & Replacement Fund (409); West Ormond Reuse Impact Fee Fund (433); Water System Impact Fee Fund (434);

Wastewater System Impact Fee Fund (435); 2024 Water & Wastewater Bonds; and the General Liability Fund (504); as more particularly set forth on the Attachment "A" 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 City Commission hereby amends the 2023-2024 Fiscal Year annual budget as set forth on Attachment "A" attached hereto.

SECTION TWO. This Ordinance shall take effect immediately upon second reading.

PASSED UPON at the first reading of the City Commission, this 15th day of October, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th day of November, 2024.

_____
HAROLD BRILEY
Deputy Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

ATTACHMENT A

ALL FUNDS SUMMARY

Description	Original Budget FY 2023-24	Budget Amendments	Final Budget FY 2023-24
General Fund (001)	**43,461,840**	**1,776,000**	**45,237,840**
Special Revenue Funds:			
Downtown Redevelopment Trust Fund (104)	1,609,825	4,495,169	6,104,994
Ormond Crossings Trust Fund (106)	329,996	-	329,996
Stormwater Utility Fund (107)	4,478,430	2,715,041	7,193,471
Airport Fund (108)	2,725,948	278,537	3,004,485
Local Law Enforcement Trust Fund (109)	-	-	-
Economic Development Fund (110)	-	2,878,055	2,878,055
State Law Enforcement Trust Fund (112)	-	-	-
Pension Contribution Pass Through Fund (113)	1,000,000	400,000	1,400,000
Recreation Facility Fee Fund (115)	57,225	62,841	120,066
Grants Fund (116)	-	-	-
Total Special Revenue Funds	**10,201,424**	**10,829,643**	**21,031,067**
Debt Service Funds:			
Financing Debt Service Fund (205)	803,545	(470,545)	333,000
2002 GOB Debt Service Fund (209)	-	-	-
2003 GOB Debt Service Fund (210)	-	-	-
2004 Revenue Bond Fund (211)	162,000	-	162,000
2010 Beachfront Park Bond Fund (220)	392,114	-	392,114
Total Debt Service Funds	**1,357,659**	**-470,545**	**887,114**
Capital Improvement Funds:			
Capital Improvements Fund (301)	1,614,840	4,446,168	6,061,008
Equipment Renewal & Replacement Fund (302)	290,000	231,415	521,415
Public Safety Vehicle & Equipment Fund (305)	2,455,000	297,133	2,752,133
Transportation Improvements Fund (308)	2,121,284	2,359,250	4,480,534
Recreational Impact Fee Fund (310)	100,000	-	100,000
Local Road Impact Fee Fund (316)	50,000	-	50,000
Facilities Renewal & Replacement Fund (317)	808,736	632,825	1,441,561
Stormwater Impact Fee Fund (318)	50,000	-	50,000
Leisure Services Capital Fund (322)	1,149,749	226,000	1,375,749
Total Capital Improvement Funds	**8,639,609**	**8,192,791**	**16,832,400**
Water and Wastewater Funds:			
Water and Wastewater Fund (401)	24,006,719	930,800	24,937,519
Vehicle Replacement Fund (408)	250,000	84,700	334,700
Renewal & Replacement Fund (409)	7,000,000	5,541,400	12,541,400
Water/Wastewater Consolidated Debt Service Fund (414)	5,209,000	-	5,209,000
West Ormond Reuse Impact Fee Fund (433)	-	20,000	20,000
Water System Impact Fee Fund (434)	2,772,500	130,000	2,902,500
Wastewater System Impact Fee Fund (435)	675,000	300,000	975,000
2024 Water & Wastewater Bonds	-	13,000,000	13,000,000
Total Water and Wastewater Funds	**39,913,219**	**20,006,900**	**59,920,119**
Solid Waste Fund (460)	**13,285,500**	**-**	**13,285,500**
Workers Compensation Fund (502)	**806,612**	**-**	**806,612**
General Liability Fund (504)	**2,455,253**	**1,117,000**	**3,572,253**
TOTAL BUDGET APPROPRIATION	**120,121,116**	**41,451,789**	**161,572,905**
Less: Interfund Transfers	**(15,794,186)**	**(775,455)**	**(16,569,641)**
Fleet Operations (Internal Service Charges)	**(1,823,290)**	**-**	**(1,823,290)**
Engineering (Internal Service Charges)	**(1,251,822)**	**-**	**(1,251,822)**
Consolidated Insurance Fund (Internal Service Charges)	**(3,261,865)**	**(992,000)**	**(4,253,865)**
TOTAL NET BUDGET	**97,989,953**	**39,684,334**	**137,674,287**

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

ORDINANCE NO. 2024-32

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-2024 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); RECREATION FACILITY FEE FUND (115); FINANCING DEBT SERVICE FUND (205); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); LEISURE SERVICES CAPITAL FUND (322); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WEST ORMOND REUSE IMPACT FEE FUND (433); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BONDS; AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

Ordinance is required to comply with Florida Statute regarding annual adoption of budgets.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

    a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

    None

    b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

    None

    c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

    None

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

    Not applicable

4. Any additional information the City determines may be useful.

    (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

FY 2023-24 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
General Fund	Use of Fund Balance	1,706,000		
	Tree Mitigation	70,000		
		1,776,000		
General Fund	Moved Tyler contract to General Fund		470,545	
	Remove Transfer to Debt Fund for Tyler Contract		(470,545)	
	Consultant/Outside Counsel-Fuel Farm		525,000	
	Transfer to Fund 104-City Hall Landscaping		70,000	Reso 2023-215 12/19/23
	Transfer to Fund 322-Leisure Services Capital		125,000	Reso 2024-70 & Reso 2024-71 5/7/24
	Transfer to 108-Sports Complex Lease to Airport		340,000	CC Workshop Directive
	Termite Applications		16,000	
	Police Collective Bargaining Adjustment		700,000	
			1,776,000	
CRA	Use of Fund Balance	4,425,169		
	Transfer from Fund 001-City Hall Landscaping	70,000		
		4,495,169		
CRA	E. Granada Utility Undergrounding, Sidewalk Banking		4,116,169	Reappropriation from FY 22-23
	FPL Agreement Streetlight		284,000	Reso 2024-98 7/23/24
	City Hall Landcaping		95,000	Reso 2023-215 12/19/23
			4,495,169	
Stormwater	Fund Balance	1,177,451		
	FEMA Hazard Mitigation Grant	1,537,590		
		2,715,041		
Stormwater	Stormwater Construction		294,511	Reappropriation from FY 22-23
	Fleming Pump Station & Forcemain		2,118,530	Reso 2024-49 3/14/24
	Stormwater In-Line Check Valves		302,000	Reso 2024-92
			2,715,041	
Airport Revenue	Transfer from General Fund	340,000		
	Sports Complex Lease to Airport	(340,000)		CC Workshop Directive
	Use of Fund Balance	148,752		
	FDOT	129,785		
		278,537		
Airport Expenditure				
	Airport Tower Interior renovations, AWOS		36,967	Reappropriation from FY 22-23
	Airfield Marking & Pavement Rejuventation		30,000	Reso 2024-127 8/20/24
	Airport Business Park Expansion Site Design		211,570	Reso 2024-69
			278,537	
Economic Development Fund Revenue				
	Florida Job Growth Infrastructure Grant	**1,623,426**		
	FDOT	**615,814**		
	Use of Fund Balance	**638,815**		
		2,878,055		
Economic Development Fund Expenditures				
	Business Park Drive Phase II Construction		2,878,055	
			2,878,055	
Pension Pass Thru Revenue	Premium Tax	400,000		

FY 2023-24 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
		400,000		
Pension Pass Thru Expenditures	Premium Tax		400,000	
			400,000	
Recreation Facilitiy Fee Fund Revenue	Use of Fund Balance	62,841		
		62,841		
Recreation Impact Fee Fund Expenditures				
	Equipment		54,841	
	Drapes at PAC		8,000	
			62,841	
Debt Service Fund	Transfer In from General Fund	(470,545)		
		(470,545)		
Debt Service Fund	Moved Tyler contract to General Fund		(470,545)	
			(470,545)	
General Capital Impr. Revenue				
	FEMA	97,475		
	State of Florida	16,245		
	Use of Fund Balance	1,513,745		
	Transfer from Fund 504	711,000		
	CDBG	290,793		
	Use of Fund Balance	141,910		
	Florida Resiliency Coastline Flood Grant	75,000		
	Capital Improvement Bonds	1,600,000		
		4,446,168		
General Capital Impr. Expenditures				
	Ames Roof Repairs-Hurricane IAN		36,000	Reappropriation from FY 2022-23
	Police Department Roof		319,000	Reappropriation from FY 2022-23
	ARBFP Ramp & Seawall-Hurricane IAN		118,965	Reappropriation from FY 2022-23
	ARBFP -Nicole		14,000	Reappropriation from FY 2022-23
	PAC Renovations		686,000	Reappropriation from FY 2022-23
	Police Department HVAC Upgrades		447,500	Reappropriation from FY 2022-23
	Florida Resiliency Coastline Flood Program		75,000	Reappropriation from FY 2022-23
	CDBG N. Ridgewood Sidewalk		78,000	Reappropriation from FY 2022-23
	PAC ECHO Sign		6,000	
	Emergency Lighting Repairs OBSC		81,000	
	CDBG Hope Place Donation		26,793	
	Chamber Conference Screens		32,410	
	CDBG S. Ridgewood Sidewalk		186,000	Reso 2024-89
	Police Department doors		102,000	Reso 2024-118 8/6/24
	PAC Fire Construction		637,500	
	Telecommunication System		700,000	
	Contingency-For FY 2024-25 Data Infrastructure Project		900,000	
			4,446,168	
General Capital Vehicle/Equipment Revenue	Use of Fund Balance	231,415		
		231,415		
General Capital Vehicle/Equipment Expenditures	A/C Machine		12,000	
	Emergency Procurement-Bldg. Inspector Vehicles		219,415	
			231,415	

FY 2023-24 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
Public Safety Revenues	Use of Fund Balance	297,133		
		297,133		
Public Safety Expenditures	Bunker Gear			12/19 Reso 2023-205 Florida Firefighter Cancer Decontamination
			8,133	Equipment Grant Program.
	Police Vehicles		**289,000**	Reappropriation from FY 2022-23
			297,133	
Transportation	Use of Fund Balance	2,359,250		
		2,359,250		
Transportation	Road Resurfacing FY 23		1,048,000	Reappropriation from FY 2022-23
	Doug Thomas Way Extension		952,000	Reso 2024-04 1/23/24
	Sidewalks		114,000	Reappropriation from FY 2022-23
	Nova Road Street Light Repairs		10,000	
	Spring Meadows		15,000	
	Relocate irrigation Granada Medians		11,000	In anticipation of FDOT work
	Fuel Farm Analysis		60,000	
	SR 40 Wiring Repairs		48,250	7/23/24 Agenda-Emergency Purchase
	Traffic Calming Handbook Evaluation		13,000	
	N. Halifax Corridor Study		46,000	Reso 2024-128 8/20/24
	Roadway Resurfacing 2024		42,000	Reso 2024-80 5/21/24
			2,359,250	
Facilities R&R	Fund Balance	423,025		
	FEMA	202,500		
	State of Florida	7,300		
		632,825		
Facilities R&R	ARBFP- Restripe the parking lot lines		4,000	Reappropriation from FY 22-23
	ARBFP- Replace broken pic-nic tables and benches		2,660	Reappropriation from FY 22-23
	Bailey Riverbridge-Repaint the exterior of the building		11,000	Reappropriation from FY 22-23
	Central Park I-Replace picnic tables		11,000	Reappropriation from FY 22-23
	City Hall-Restroom upgrades		2,900	Reappropriation from FY 22-23
	Fire Station 94-'Kitchen renovations		20,000	Reappropriation from FY 22-23
	Fleet-Replace double doors		1,029	Reappropriation from FY 22-23
	Nova-Magic forest repairs		4,111	Reappropriation from FY 22-23
	PAC-Repaint the exterior of the building		17,000	Reappropriation from FY 22-23
	Public Works-Interior painting		1,534	Reappropriation from FY 22-23
	Public Works-Soffit repairs		1,991	Reappropriation from FY 22-23
	The Casements-'Interior painting		1,500	Reappropriation from FY 22-23
	Nova Fitness Equipment		97,000	Reappropriation from FY 22-23
	SONC Rental Pavilion		99,000	Reappropriation from FY 22-23
	Netting and Shade Cover Replacement-Hurricane IAN		146,100	10/4/2023 Reso. 2023-162
	Bailey Riverbridge Roof (Hurricane IAN)		71,000	12/5/23 Reso 2023-181
	Central Park Overlook Replacement		18,000	Reso 2024-34
	OBSC Baseball Netting Replacement		75,000	Reso 2024-51 4/2
	OBSC Fencing Repairs		7,000	Reappropriation from FY 22-23
	Nova Fencing Repairs		41,000	Reappropriation from FY 22-23
			632,825	
Leisure Services Capital Revenue	Transfer from General Fund	125,000		
	ECHO	101,000		
		226,000		

FY 2023-24 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
Leisure Services Capital Expenditures				
	OBSC LED Softball Quad Lighting (Add'l funding)		110,000	Reso 2024-70 5/7
	Nova Sports Fields Reconstruction (Add'l funding)		104,000	Reso 2024-71 5/7
	ECHO signage		12,000	
			226,000	
WWW Operating	Fund Balance	930,800		
		930,800		
WWW Operating	WWTP-HVAC Replacement		25,000	Reappropriation from FY 22-23
	Chemical Water		425,000	Adjustment to original budget due to inflation
	Electrical Water		21,000	Adjustment to original budget due to inflation
	Sludge Water		25,000	Adjustment to original budget due to inflation
	Computer Water		19,000	Adjustment to original budget due to inflation
	Professional Services Wastewater		171,000	Reappropriation from FY 22-23
	Other Contract Services Wastewater		9,000	Adjustment to original budget due to inflation
	Chemical Wastewater		117,000	Adjustment to original budget due to inflation
	Water Distrbution Directional Drilling		23,000	
	WRF Operating Permit Renewal		45,800	Reso 2024-101 7/23/24
	Additional registers		50,000	
			930,800	
WWW Vehicles & Equipment	Fund Balance	84,700		
		84,700		
WWW Vehicles & Equipment	Vehicles for New Positions from FY 22-23		84,700	
			84,700	
WWW Capital Impr.	Fund Balance	5,349,590		
	HMGP Grant	191,810		
		5,541,400		
WWW Capital Impr.	Watermain Project		115,000	Reso 2024-11, Reso 2024-12 2/6/24
	Airport Road Watermain/Forcemain Design		105,000	Reso 2023-177 10/17/2023
	Lift Station 4P		473,000	Reappropriation from FY 22-23
	WTP Lime Softening Filters		344,000	Reappropriation from FY 22-23
	WTP Aeration Structure		353,000	Reappropriation from FY 22-23
	WRF Upgrades		1,220,000	Reappropriation from FY 22-23
	Centrifuge Refurbishment WTP		190,000	Reappropriation from FY 22-23
	Master Plan Work Authorization		4,400	Reappropriation from FY 22-23
	WTP Aeration/Clearwell		1,960,000	Reappropriation from FY 22-23
	Sub Booster Assembly for Airport Road Reuse Station		86,000	Reappropriation from FY 22-23
	Meters		90,000	Reappropriation from FY 22-23
	CUP Renewal		80,000	Reso 2024-17 2/6/24
	Meter Installation 409279		90,000	
	Granada Plaza Water Main Upgrades		175,000	Reso 2024-102 7/23/24
	Emergency Bypass Pumps		256,000	Reso 2024-72 5/7/24
			5,541,400	
Reclaimed Water Impact Fee Fund	Fund Balance	20,000		
		20,000		
Reclaimed Water Impact Fee Fund	Boundary Survey-Airport Road Reclaimed Watermain		20,000	

FY 2023-24 Budget Amendments

Fund	Description	Revenue Amount	Expenditure Amount	Commission Action
			20,000	
Water Impact Fee Fund	Fund Balance	130,000		
		130,000		
Water Impact Fee Fund	Hudson Wellfield Expansion		130,000	Reappropriation from FY 22-23
			130,000	
Wastewater Impact Fee Fund	Fund Balance	300,000		
		300,000		
Wastewater Impact Fee Fund	Septic to Sewer		145,000	Reappropriation from FY 22-23
	WRF Ultraviolet Disinfection		155,000	Reappropriation from FY 22-23
			300,000	
2024 Water & Wastewater Bonds	Bond Proceeds	13,000,000		
		13,000,000		
2024 Water & Wastewater Bonds	Capital Projects		13,000,000	
			13,000,000	
General Liability	Use of Fund Balance	**262,000**		
	Insurance Proceeds	855,000		
		1,117,000		
General Liability	Street Light Damange due to Motor Vehicle Accident		**31,000**	
	Transfer to Fund 301-Emergency Lighting Repairs		81,000	
	Transfer to Fund 301-PAC Fire Construction		630,000	
	Breakaway Trails Bridge		25,000	
	PAC Restoration		225,000	
	Claims Settlement		125,000	
			1,117,000	
		41,451,789	**41,451,789**	
		161,572,905	**161,572,905**	

City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 10.B

Section:	SECOND READING OF ORDINANCES		
Item Category:	Second Reading of Ordinances	**Res./Ord. No:**	2024-33
Strategic Goal:	Governance - Other		
Department:	Finance		
Subject:	Amendment to Police Officers' Pension Ordinance (SECOND READING)		
Summary:	The Police Pension Board members have been discussing various options to potentially increase investment returns in differing market conditions. With guidance from the board's financial advisor, the Police Officers' Pension Board approved the following changes to the pension ordinance: • The Board may invest up to a maximum of 30% of the Fund's total portfolio at cost in Alternative assets. "Alternative assets" shall mean an investment by the Board of Trustees in non-traditional asset classes including, but not limited to, private equity, private real assets, natural resources/energy, infrastructure, structured products, direct investment in a portfolio company through an investment manager or general partner, venture capital, hedge fund, hedge fund of funds, private debt, commodities, insurance products, derivatives, and distressed securities. • The Board may invest in group trusts. • The Board may invest in other reasonable investment vehicles as may be determined by the Board, and while any portion of the assets of the Fund are invested in such other investment vehicles, the terms of such are adopted by the Fund or plan only to the extent so required to comply with applicable laws. For the avoidance of doubt, any such adoption shall not affect benefits afforded, eligibility conditions or administration as provided by the system. This Firefighters' Pension board made similar changes on Sept. 7, 2022.		

Financial Impact:	The board has no immediate plans to invest in alternative assets. The board's assumed rate of return is 7% annually, and they will utilize this new option to help meet this assumption based on market conditions and the advice of their financial advisor.
Citizen Impact:	None
Recommended Action (Staff, Advisory Board and/or Other):	The Police Officers' Pension Board approved the proposed amendments at their June 20, 2024 meeting. As the ordinance provides a limit on investment in alternative assets of 30%, staff recommends approval of the ordinance.
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226
Attachments:	1. 24-33 Investment Authority Ordinance Amendment - Police (12Aug2024) 2. Ordinance Business Impact Estimate - Fire Pension
Approval:	Kelly McGuire, Finance Director 10/16/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/16/2024 Joyce Shanahan, City Manager 10/17/2024

ORDINANCE NO. 2024-33

AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-74, FINANCES AND FUND MANAGEMENT; ESTABLISHMENT AND OPERATION OF FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 16-74, Finances and fund management; subsection (a), Establishment and operation of fund, of Article IV, Police Officers' Pension Trust Fund, of Chapter 16, Pensions and Retirement, of the City of Ormond Beach, Florida, *Code of Ordinances*, is hereby amended by adding the following underlined language and deleting the strikethrough language, to read as follows:

Sec. 16-74. – Finances and fund management.

(a) *Establishment and operation of fund.*

(1) through (5) *(No change in text)*

(6) The board shall have the following investment powers and authority:

a. (*No change in text)*

b. All monies paid into or held in the fund shall be invested and reinvested by the board and the investment of all or any part of such funds shall be limited to:

1. Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the members in the fund shall be entitled under the

provisions of this system and pay the initial and subsequent premium thereon.

2. Time or savings accounts of a national bank, a state bank insured by the bank insurance fund or a savings/building and loan association insured by the savings association insurance fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the national credit union share insurance fund.

3. Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States or by an agency of the government of the United States.

4. Bonds issued by the State of Israel.

5. Stocks, commingled funds administered by national or state banks, mutual funds and bonds or other evidences of indebtedness, provided that:

   (i) Except as provided in subsection (a)(6)b.5(ii)of this section, all individually held securities and all securities in a commingled or mutual fund must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia, provided that the corporation is traded on a nationally recognized exchange and, in the case of bonds only, shall hold a rating in one of the three highest classifications by a major rating service.

   (ii) Up to 25 percent of the assets of the fund at market value may be invested in foreign securities.

   (iii) The board of trustees shall not invest more than five percent of its assets in the common stock, capital stock or convertible securities of any one issuing company; nor shall the aggregate investment in any one issuing

company exceed five percent of the outstanding capital stock of that company; nor shall the aggregate of its investments in common stock, capital stock and convertible securities at market exceed 70 percent of the assets of the fund.

6. Real estate received by the fund as a gift, donation or devise.

7. The board may invest up to ten (10) per cent in private real estate through an institutional, open-ended vehicle. The institutional vehicle shall provide diversification of property type and geographical location.

8. The Board may invest up to a maximum of 30% of the Fund's total portfolio at cost in Alternative assets. "Alternative assets" shall mean an investment by the Board of Trustees in non-traditional asset classes including, but not limited to, private equity, private real assets, natural resources/energy, infrastructure, structured products, direct investment in a portfolio company through an investment manager or general partner, venture capital, hedge fund, hedge fund of funds, private debt, commodities, insurance products, derivatives, and distressed securities.

9. The Board may invest in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81 100 and Revenue Ruling 2011-1 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a

part of the Fund, provided, however, any such limited adoption shall in no way alter or amend the terms of the System with respect to benefits afforded, eligibility conditions or administration.

10. The Board may invest in other reasonable investment vehicles as may be determined by the Board, and while any portion of the assets of the Fund are invested in such other investment vehicles, the terms of such are adopted by the Fund or plan only to the extent so required to comply with applicable laws. For the avoidance of doubt, any such adoption shall not affect benefits afforded, eligibility conditions or administration as provided by the System.

c. through m. (*No change in text)*

SECTION TWO. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Ormond Beach.

SECTION THREE. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrase under application shall not be affected thereby.

SECTION FOUR. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION FIVE. This ordinance shall take effect immediately upon adoption.

PASSED UPON at the first reading of the City Commission, this 15th day of October, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th day of November, 2024.

HAROLD BRILEY
Deputy Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

ORDINANCE NO. 2024-33

AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-74, FINANCES AND FUND MANAGEMENT; ESTABLISHMENT AND OPERATION OF FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

Ordinance is required to comply with changes to the pension trust fund.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

    a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

    None

    b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

    None

    c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

    None

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

    Not applicable

4. Any additional information the City determines may be useful.

    (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

City of Ormond Beach
AGENDA ITEM

November 6, 2024 - City Commission

Number: 11.A

Section:	DISCUSSION AND DIRECTION ITEMS		
Item Category:	Discussion Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	Compensation Review for Appointed Officials		
Summary:	This is a discussion item to review annual compensation for the City Commission's appointed officers: the City Manager and City Attorney. The appointed officers last received a pay adjustment based on changing market conditions and outstanding performance records in October 2018. Since that time, the appointed officers have been receiving the minimum annual adjustments budgeted for general, professional, and management employees. In 2021, as a result of significant economic changes, rising pay rates and increasing labor shortages, the City conducted a Pay and Classification Study. Implemented over a three-year period from 2022 to 2024, pay grades and pay rates for all employees included in the City's classification system were adjusted to support recruiting and retention efforts and maintain critical city services. Adjustments were also made to minimize pay compression resulting from the recently passed constitutional amendment increasing Florida's minimum wage. As appointed offices, the City Manager and City attorney were not included in the Pay and Classification Study. Annual performance reviews for the appointed officers were completed and presented for discussion at the October 16, 2024 City Commission meeting. At that time, the City Commission requested a discussion item and corresponding materials needed to review the officers' salaries in comparison with cities similar in size, location, and level of service. Comparative and historical salary data for the City Manager's and City Attorney's compensation are attached, as well as a five-year history of compensation increases for all City employees, and the recently completed performance evaluations. Should the Commission wish to adjust the compensation of the City Manager and/or City Attorney, a vote can be completed at this time.		

Financial Impact:	Should the Commission decide to adjust the compensation of the City Manager and/or City Attorney, sufficient funds are available in the current FY 2024-25 budget.
Citizen Impact:	A periodic review of the appointed officers' compensation, utilizing a thorough and transparent process, ensures that compensation levels remain fair and competitive based on performance and relevant market rates.
Recommended Action (Staff, Advisory Board and/or Other):	Compensation of appointed officers is subject to the City Commission's discretion. Therefore, staff has no recommendation and is providing material for informational and discussion purposes only.
Staff Contact:	Claire Whitley, Assistant City Manager, (386) 676-3202
Attachments:	1. City Manager compensation survey 2024 2. City Attorney Compensation Survey 2024 3. 5 Year Increase History 2024 4. City Manager Evaluation Summary 2024 5. City Attorney Evaluation Summary 2024
Approval:	Kelly McGuire, Finance Director 10/24/2024 Claire Whitley/Shawn Finley, Assistant City Manager 10/24/2024 Joyce Shanahan, City Manager 10/24/2024

City Manager Compensation Survey
2024

City	County	Population	Salary	Years of Service
Daytona Beach	Volusia	85,887	$300,662	3
Volusia County	Volusia	601,049	$259,041	6
Ocala	Orange	67,862	$248,613	1
Melbourne	Brevard	87,307	$241,499	3
Leesburg	Lake	31,716	$239,657	10
Deltona	Volusia	100,304	$236,500	1
Plant City	Hillsborough	41,601	$230,027	5
Sarasota	Sarasota	59,808	$226,713	2
Ocoee	Orange	49,422	$221,112	19
Titusville	Brevard	50,090	$220,604	9
Rockledge	Brevard	28,790	$217,618	7
Venice	Sarasota	29,270	$215,745	11
Altamonte Springs	Seminole	45,538	$215,000	15
Ormond Beach	Volusia	44,663	$213,046	15
New Smyrna Beach*	Volusia	33,402	$211,150	5
Deland	Volusia	44,607	$200,829	16
Port Orange	Volusia	67,045	$193,983	3

**retired 2024*

City Attorney Compensation Survey
2024

City	Population	Salary
Daytona Beach	85,887	278,630
Volusia County	601,049	242,138
Melbourne	87,307	227,000
New Smyrna Beach*	33,402	219,648
Titusville	50,091	214,406
Ormond Beach	44,663	194,754
Port Orange	67,045	180,000

**retired 2024*

City of Ormond Beach
Annual Compensation Increases
2020-2024

	2024*	2023*	2022*	2021	2020	Total over 5 year period
Police Union	2.50%	9.34%	11.71%	3.50%	3.50%	30.55%
Fire Union	3.50%	4.76%	9.12%	3.50%	3.50%	24.38%
General Employees Union	3.50%	4.29%	9.78%	3.50%	3.50%	24.57%
Professional	6.88%	4.34%	5.72%	3.50%	3.50%	23.94%
Management	3.50%	8.61%	3.00%	3.50%	3.50%	22.11%
City Manager & City Attorney	3.50%	3.00%	3.00%	3.50%	3.50%	16.50%

*The City implemented a **Pay and Classification Study** in 2022 for all city positions *except the City Manager and City Attorney.* As a result of the study, pay adjustments were spread out over a three year period from 2022-2024; the amounts listed above reflect the average increase for employees in each category.

2024 EVALUATION SUMMARY OF CITY MANAGER

Name: Joyce Shanahan **Date of Hire: Feb 02, 2009**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Leadership - Represents the City in a professional manner - Demonstrates a high degree of integrity - Handles difficult situations in a professional and proactive manner					Partington Briley Tolland Sargent Persis
	Comments:				
II. Problem Solving/Decision Making - Makes timely decisions that are well thought out and in the best interest of the City - Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission - Accepts responsibility for outcomes					Partington Briley Tolland Sargent Persis
	Comments: .				
III. Personnel Management - Effectuates sound personnel selection and placement policies - Promotes and supports the "public service role" for City employees and emphasizes exemplary performance - Motivates personnel through leadership and training - Make proper assignment of staff and appropriate use of resources					Partington Briley Tolland Sargent Persis
	Comments:				
IV. Job Knowledge and Competencies - Demonstrates knowledge of all aspects of municipal government and has working knowledge of state and federal government - Uses initiative to develop new programs to meet the needs of the City or resolve identified problems - Implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency					Partington Briley Tolland Sargent Persis
	Comments:				

- Conforms to high standards of the profession					
V. Planning and Organization - Works with Commission to develop long and short-term goals and objectives - Plans and organizes work that carries out policies adopted by the City Commission - Demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs - Sets realistic objectives with appropriate time frames					Partington Briley Tolland Sargent Persis
	Comments:				
VI. Legislative - Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach					Partington Briley Tolland Sargent Persis
	Comments:				
VII. Financial Management - Presents a recommended annual budget which closely represents the goals of the Commission - Provide the Commission with timely and sufficient financial reports - Implements sound management practices and policies to maintain or achieve a sound long-term financial condition - Controls operational and capital costs through adequate system controls, cost saving measures, and the economical utilization of manpower, material and equipment - Develops and administers an effective program of grantsmanship					Partington Briley Tolland Sargent Persis
	Comments:				
VIII. Relationship with City Commission - Develops and maintains an effective and professional dialogue with City Commission - Keeps Commission informed of current issues about matters critical to the Commission's goals and					Partington Briley Tolland Sargent Persis

policy making role, and promptly responds to requests for information - Reports departmental and staff activities to the Commission in an appropriate and timely manner					
	Comments: .				
IX. Relationship with City Attorney - Demonstrates ability to cooperate, work and communicate with City Attorney					Partington Briley Tolland Sargent Persis
X. Community and Media Relations - Maintains positive relations with community groups and organizations, and attends community functions - Responds in a timely manner to resident and media inquiries and concerns - Handles disputes or complaints involving citizens in an effective, equitable, timely, and professional manner - Effectively utilizes communication platforms					Partington Briley Tolland Sargent Persis
	Comments:				
XI. Intergovernmental Relations - Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach					Partington Briley Tolland Sargent Persis
	Comments:				

Overall Rating
Highest Attainable score for each evaluation: 55
Highest attainable cumulative score for all evaluations combined: 275 points

	Points	Overall Score
Mayor Partington	55	5.00
Commissioner Tolland	55	5.00
Commissioner Sargent	55	5.00
Commissioner Persis	55	5.00
Commissioner Briley	55	5.00
Total Cumulative Point	275	5.00

SECTION II.
Commission Member Comments

Mayor Partington: Joyce continues to perform at an exceptionally high level! Well respected by all. I continuosly hear great things from the community about her service to Ormond Beach, Volusia County and Florida. Our City is lucky to have such a dedicated consummate professional at the helm! Joyce is an excellent role model for all Ormond Beach with great work ethics, great communication and you can always trust her to do the right thing for our residents!

Commissioner Briley: Keep up the great work, Joyce! We appreciate you! We are also fortunate to have you!

Commissioner Sargent: Joyce is an outstanding leader. Always available to answer concerns/questions. She is a true leader with the highest level of integrity. Thank you for all you do for Ormond Beach.

Commissioner Persis: I have deep admiration for the incredible work you do as City Manager. Your unwavering dedication to Ormond Beach and its residents is truly remarkable. Your leadership has made a lasting impact, and it's clear that our city thrives because of your vision and commitment.

2024 EVALUATION SUMMARY OF CITY ATTORNEY

Name: Randal A. Hayes **Date of Hire: April 1, 1993**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					Briley Partington Persis Sargent Tolland
Comments: Briley: Randy has a great knowledge of the legal field as it relates to municipal government. Persis: Randy has been employed by the city since 1993. His reputation is impeccable. Tolland: On more than one occasion, Mr. Hayes has counseled me on my legal obligations and helped me navigate complex issues.					
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					Briley Partington Persis Sargent Tolland
Comments: Briley: Randy is always effective and timely-always available for questions. Tolland: Mr. Hayes presents a complete analysis of issues before commission and offers alternatives to consider. Mr. Hayes has been pro-active with city welfare in mind, particularly in Hunters Ridge/Flagler County issue.					
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					Briley Partington Persis Sargent Tolland
Comments: Briley: Manages employees effectively – well respected by those who work for/with him. Tolland: Efficiently reorganizes resolutions in real-time. Helps to plan strategically, policies to protect city and manage all aspects of our community.					
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures					Briley Partington Persis Sargent Tolland
Comments: Briley: Very effective in dealing with litigation – the last year has proven his effectiveness. Persis: Randy keeps the commission updated of significant legal issues. Tolland: 100% - on top of potential litigation and legal issues that will affect our quality of life. Provides advice to all. Will seek outside counsel when necessary.					
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial)					Briley Partington Persis Sargent Tolland

- Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)	Comments: Briley: Very fair with everyone he works with and very respectable. Persis: Randy uses sound judgment and responds in a timely manner. Tolland: Mr. Hayes is absolutely professional, consistent, ethical, uses sound judgement and presents careful, thought out opinions.					
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies						Briley Partington Persis Sargent Tolland
	Comments: Briley: Works very well with Joyce. Tolland: One can see the mutual respect between city manager and attorney – both are informed and work together towards resolution of issues.					
VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate						Briley Partington Persis Sargent Tolland
	Comments: Briley: Randy enjoys a great relationship with the City Commission. Tolland: I have always felt comfortable reaching out with complex questions and Mr. Hayes is responsive and timely. He will circle back if answers are not readily available on updates requested.					
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees						Briley Partington Persis Sargent Tolland
	Comments: Briley: Randy is well respected by members of the public, advisory boards and the Commission. Persis: Randy is always courteous to the public, staff and commission. Tolland: Always professional, willing to help when asked. Will seek additional support from other attorneys for complex issues if needed.					
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise						Briley Partington Persis Sargent Tolland
	Comments: Briley: Always explains things in terms people can understand. Persis: Responses from Randy are always concise and timely. Tolland: Communicates well – and will readily redirect commission when needed.					
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)						Briley Partington Persis Sargent Tolland
	Comments: Briley: Works and coordinates well with other agencies. Tolland: Works with County on complex issues: interlocal agreements, fuel farm issues, …					

Overall Rating
Highest attainable score for each evaluation: 50 points
Highest attainable cumulative score for all evaluations combined: 250 points

Mayor Partington:	***50 points***	***(Average Score: 5.0)***
Commissioner Briley:	***50 points***	***(Average Score: 5.0)***
Commissioner Persis:	***50 points***	***(Average Score: 5.0)***
Commissioner Sargent:	***50 points***	***(Average Score: 5.0)***
Commissioner Tolland:	***50 points***	***(Average Score: 5.0)***
Total cumulative points:	***250 points***	***(Cumulative Average Score: 5.0)***

SECTION II.
Commission Member Comments

Mayor Partington: Each year seems to get busier and more challenging than the next…and lucky for Ormond Beach Randy Hayes continues to be up to the task of providing exceptional representation on the legal front! Level headed with nerves of steel, Randy's deep knowledge of the history and legal framework of our community continues to produce excellent results for our residents and staff. Any city or community would be blessed to have Randy as their attorney but Ormond Beach especially so – Randy is a local with over three decades of service to our residents! Thank you Randy for your continued exceptional service!

Commissioner Briley: Randy does a fine job working with our advisory boards, addressing concerns from our residents, and working with our City Commission. Keep up the great work, Randy!

Commissioner Persis: Our commission and city are incredibly fortunate to have Randy Hayes as our City Attorney. His ability to navigate challenging situations with a positive, proactive approach is invaluable, and his dedication consistently benefits our community.

Commissioner Sargent: Mr. Hayes has helped the city navigate through some of the toughest situations. His leadership and high degree of integrity is unmatched.

Commissioner Tolland: I enjoy working with Mr. Hayes. I feel 100% comfortable that he is knowledgeable and will protect the city, the residents, the staff, the commissioners. His leadership is stellar. He can communicate so that one can understand the issues at hand. We are blessed to have Mr. Hayes and his staff in our Ormond Beach Community.