



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING

May 6, 2025

7:00 PM

Mayor Jason Leslie

Zone 1 - Commissioner Lori Tolland

Zone 3 - Commissioner Kristin Deaton

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. General Ernest Audino
 - B. National Police Week
 - C. 2025 Mayor's Health & Fitness Challenge Awards
 - 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & CONSENT AGENDA ITEMS**
 - 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - April 15, 2025
 - 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. 2025-86:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE COUNTY OF VOLUSIA UNDER THE FISCAL YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FUNDING

ASSISTANCE FOR IMPROVEMENTS TO SANCHEZ PARK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2025-87:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE GRANT PROGRAM FOR FUNDING ASSISTANCE RELATIVE TO THE DESIGN OF A PIER AND GAZEBO AT FORTUNATO PARK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2025-88:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE GRANT PROGRAM FOR FUNDING ASSISTANCE RELATIVE TO THE DESIGN OF A PIER AND GAZEBO AT RIVIERA PARK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2025-89:** A RESOLUTION ACCEPTING A BID FROM MERRELL BROS, INC. FOR WATER RECLAMATION FACILITY BIOSOLIDS TREATMENT AND DISPOSAL SERVICES UNDER BID NO. 2025-20; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2025-90:** A RESOLUTION ACCEPTING THE PROPOSAL OF ATLANTIC PIPE SERVICES, LLC REGARDING A SANITARY SEWER INFLOW & INFILTRATION SURVEY; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **Intent to Bid - CDBG Central Park Trail**

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

Disposition: Approve as recommended in the City Manager staff report dated May 6, 2025.

- G. **Intent to Bid - Laboratory Testing Services**

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

Disposition: Approve as recommended in the City Manager staff report dated May 6, 2025.

H. Intent to Bid - Airfield Pavement Rejuvenation and Marking Project

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

Disposition: Approve as recommended in the City Manager staff report dated May 6, 2025.

I. 2025 Floodplain Management Annual Progress Report

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

Disposition: Approve as recommended in the City Manager staff report dated May 6, 2025.

8. SECOND READING OF ORDINANCES

A. ORDINANCE NO. 2025-18: AN ORDINANCE AMENDING SECTION 17-5, RESERVED, OF CHAPTER 17, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE CODE OF ORDINANCES; BY ADDING A NEW SECTION TITLED, PRESERVATION OF PUBLIC SPACES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE. (SECOND READING)

Staff Contact: Randy Hayes, City Attorney, (386) 236-2000

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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

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

April 15, 2025	7:00 p.m.	Commission Chambers
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Present: Mayor Jason Leslie, Commissioners Lori Tolland, Travis Sargent, Kristin Deaton, and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Managers Claire Whitley and Shawn Finley, and City Clerk Susan Carroll Dauderis.

A G E N D A

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & CONSENT AGENDA ITEMS**
- 5. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - April 1, 2025
- 6. CONSENT AGENDA**

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

 - A. **RESOLUTION NO. 2025-79:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE FREIGHTLINER M2 16 YARD DUMP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 23-VEH21.1; DECLARING VEHICLE #368 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director, (386) 676-3325
 - B. **RESOLUTION NO. 2025-80:** A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM HAZEN CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES TO REPAIR A SEWER LATERAL AT 515 HAND AVENUE; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305
 - C. **RESOLUTION NO. 2025-81:** A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF STEVEN TACINELLI AND DARLYNN TACINELLI, RELEASING A FIVE FOOT (5.0') PORTION OF A PLATTED CONSERVATION EASEMENT LOCATED ALONG THE REAR PROPERTY OF LOT 18, ORMOND LAKES UNIT VI (21 BLOCKHOUSE COURT); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341
 - D. **RESOLUTION NO. 2025-82:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE COUNTY OF VOLUSIA, UNDER THE OPIOID ABATEMENT FUNDING 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*

- E. **RESOLUTION NO. 2025-83:** A RESOLUTION ACKNOWLEDGING THE RECEIPT OF THE 2023 ORMOND CROSSINGS ANNUAL REPORT DATED JANUARY 27, 2025; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2025-84:** A RESOLUTION ACKNOWLEDGING THE RECEIPT OF THE 2024 ORMOND CROSSINGS ANNUAL REPORT DATED JANUARY 27, 2025; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2025-85:** A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF PINE25 ORMOND BEACH LLC, RELEASING ANY AND ALL RIGHTS, TITLE AND INTEREST THE CITY MAY HAVE IN AND TO THE PROPERTY GENERALLY LOCATED AT 4 SUNSHINE BOULEVARD, ORMOND BEACH, FLORIDA (PARCEL ID NUMBERS: 4218-00-03-0011 AND 4218-01-00-0730) AT THE AIRPORT BUSINESS PARK, PHASE I; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **Intent to Bid - Sports Complex Stormwater Retention Expansion**

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

Disposition: Approve as recommended in the City Manager staff report dated April 15, 2025.

- I. **Intent to Bid - CDBG Division Avenue North Side Sidewalk Improvements**

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

Disposition: Approve as recommended in the City Manager staff report dated April 15, 2025.

- J. **Intent to Bid - CDBG Military Boulevard Sidewalk Improvements**

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

Disposition: Approve as recommended in the City Manager staff report dated April 15, 2025.

- K. **Construction & Demolition Franchise Renewal - Extreme Concrete**

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

Disposition: Approve as recommended in the City Manager staff report dated April 15, 2025.

- L. **RFP - Employee Benefits Broker of Record Services**

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

Disposition: Approve as recommended in the City Manager staff report dated April 15, 2025.

M. **City Manager's Monthly Report, April 2025**

- Staff Contact:** Joyce Shanahan, City Manager, (386) 676-3200
- Disposition:** Accept as information as recommended in the City Manager staff report dated April 15, 2025.

7. **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 2025-14:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY REMOVING THE PROPERTY LOCATED AT 63 SEVILLE STREET ("THE BARBIE HOUSE") FROM THE ORMOND BEACH HISTORIC LANDMARKS LIST; 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. 2025-15:** AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1005 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4238-01-29-0020; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- C. **ORDINANCE NO. 2025-17:** AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF ORMOND BEACH IN ITS ENTIRETY PURSUANT TO CHAPTER 163, FLORIDA STATUTES; ADOPTING COMPREHENSIVE PLAN 2045, INCLUDING AMENDMENTS TO THE PLAN ADMINISTRATION, FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, UTILITIES ELEMENT, CONSERVATION ELEMENT, COASTAL MANAGEMENT ELEMENT, HOUSING ELEMENT, RECREATION AND OPEN SPACE ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CULTURAL AND HISTORICAL RESOURCES ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND PROPERTY RIGHTS ELEMENT, AND ALL ASSOCIATED MAPS AND FIGURES; PROVIDING FOR THE TRANSMITTAL OF COPIES OF THE NOTICE AND AMENDMENTS TO THE STATE REVIEWING AGENCIES, THE VOLUSIA GROWTH MANAGEMENT COMMISSION, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

8. **FIRST READING OF ORDINANCES**

- A. **ORDINANCE NO. 2025-18:** AN ORDINANCE AMENDING SECTION 17-5, RESERVED, OF CHAPTER 17, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE CODE OF ORDINANCES; BY ADDING A NEW SECTION TITLED, PRESERVATION OF PUBLIC SPACES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Randy Hayes, City Attorney, (386) 236-2000

9. SECOND READING OF ORDINANCES

- A. **ORDINANCE NO. 2025-16:** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, BY AMENDING SECTION 2-300, METHODS OF SOURCE SELECTION, OF DIVISION 3, PURCHASING, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY AMENDING THE PURCHASING THRESHOLD FOR FORMAL BIDDING AND APPROVAL; AND AMENDING SECTION 2-313, PAYMENT OF CLAIMS, OF DIVISION 4, RISK MANAGEMENT PROGRAM, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY INCREASING THE CLAIMS COMMITTEE AUTHORIZATION LIMIT TO SETTLE CLAIMS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Chris Byle, Assistant Finance Director, (386) 676-3206

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

MINUTES

Item #1 – Meeting Call to Order

Mayor Leslie called the meeting to order at 7:03 p.m.

Item #2 – Invocation

Mayor Leslie provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Leslie led the Pledge of Allegiance.

Item #4 – Audience Remarks

Mr. Nathan Davis, 33 11th Street Northeast, Atlanta, Georgia, stated he was with Downtown Redevelopment Services who was working with Ormond Beach MainStreet (MainStreet). He noted he was the consultant working on the historic structure survey for the downtown area on the west side of the intercoastal. He discussed the work his company would be completing with MainStreet and the grants funding the work.

Ms. Jennifer Bright, 221 Arlington Way, explained she read the entire agenda packet and sent questions to her zone commissioner. She expressed concerns regarding the funding not being listed in the title of the items on the agenda.

Item #5 – Approval of Minutes

Mayor Leslie advised the minutes from the April 1, 2025, City Commission meeting were sent to the Commission for review and posted on the city's website for public viewing. He asked if there were any corrections, additions, or omissions. He stated, hearing no corrections, the minutes would stand approved as presented.

Commissioner Deaton moved, seconded by Commissioner Tolland, for approval of the April 1, 2025, City Commission meeting minutes.

Motion passed by voice vote.

Item #6 – Consent Agenda

Mayor Leslie 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 Briley requested Item 6J and 6L be pulled from the Consent Agenda.

Commissioner Sargent asked for Item 6A to be pulled from the Consent Agenda.

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

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
Carried.	Mayor Leslie	Yes

Item #6A – Request to Purchase a Freightliner M2 16-yard Dump Truck

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2025-79
A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE FREIGHTLINER M2 16 YARD DUMP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 23-VEH21.1; DECLARING VEHICLE #368 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Deaton, to approve Resolution No. 2025-79, as read by title only.

Commissioner Sargent expressed concern regarding the replaced vehicle auction price.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Leslie	Yes

Item #6J – Intent to Bid - CDBG Military Boulevard Sidewalk Improvements

City Clerk Susan C. Dauderis read:

Disposition Item: Intent to Bid - CDBG Military Boulevard Sidewalk Improvements

Commissioner Briley moved, seconded by Commissioner Tolland, to approve Disposition Item 6J.

Commissioner Briley expressed support of the item reviewing the need for sidewalk improvements in the neighborhood.

Call Vote:	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Leslie	Yes

Item #6L – RFP - Employee Benefits Broker of Record Services

City Clerk Susan C. Dauderis read:

Disposition Item: RFP - Employee Benefits Broker of Record Services

Commissioner Briley moved, seconded by Commissioner Deaton, to approve Disposition Item 6L.

Commissioner Sargent and Commissioner Tolland disclosed they would abstain from voting on the item.

Commissioner Sargent expressed concerns of the way the Request for Proposals (RFP) was written, noting its limiting language. He stated he would like broader minimum qualifications to allow for more competitive responses and suggested a provision for local preference.

Commissioner Deaton stated she would like to see the item pulled and rewritten with the minimum qualifications edited to reflect for fair and competitive responses. She explained she would like to see the verbiage regarding years under a broker name edited from ten years to five. She noted she would like to see the verbiage regarding geographical areas expanded to Florida specifically.

Mr. Randy Hayes, City Attorney, explained the item could be amended in the vote to prevent delays. He noted the local preference could not be added due to the regulations of RFPs.

Commissioner Deaton expressed interest in having the Florida League of Cities being able to submit a proposal.

Commissioner Sargent noted his interest in the Commission tabling the item.

Mayor Leslie voiced support of amending the item and approving, instead of bringing the item back to a future meeting.

Ms. Claire Whitley, Assistant City Manager, reviewed a few of the concerns and noted changes that could be made before the RFP gets published.

Commissioner Tolland inquired if there was verbiage for creativity ability within the RFP; whereby, Ms. Whitley noted there was, and staff could rewrite with softer requirements on the years, regions, and experience if desired. Commissioner Tolland asked if all of Commissioner Sargent's concerns would be addressed; whereby, Commissioner Sargent confirmed the reduction to five years, specified region, and not just high-deductible options addressed his concerns, and added he would support local preference.

Ms. Whitley explained the RFP called for experience with high-deductible plans, not that it was a required response type.

Mr. Hayes stated the city ordinances did not allow for local preferences for vendors for RFP's.

Commissioner Sargent expressed concerns regarding the verbiage for ten years under the same broker's name, due to many local companies being bought by national firms.

Ms. Whitley stated the requirement could be deleted and generic language about experience be added.

Commissioner Briley expressed support of looser requirements to allow for competitive responses.

Commissioner Briley moved, seconded by Commissioner Deaton, to approve Disposition Item 6L, with the amendments of the broker must have five years of experience and geographic reference changed to Florida municipalities.

Call Vote:	Commissioner Tolland	Abstain
	Commissioner Sargent	Abstain
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Mayor Leslie	Yes
Carried.		

Comments on the Consent Agenda

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Tolland, Loretta Rieh L</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Commissioner Zone 1, Deputy Mayor</i>	
MAILING ADDRESS <i>5 Broadriver Rd</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <i>Ormond Beach</i>	COUNTY <i>FL Volusia</i>	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED <i>April 15, 2005</i>		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Loretta Tolland, hereby disclose that on April 15, 20 25:

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☒ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

My son may potentially bid on agenda item.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

4/15/25

Signature

Loretta R. Tolland

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Sargent - Travis - Craig		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Commission	
MAILING ADDRESS 406 N. Beach St.		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Ormond Beach	COUNTY Volusia	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED April 15, 2025		NAME OF POLITICAL SUBDIVISION: City Commission	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Travis Sargent, hereby disclose that on April 15 2025 :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☒ inured to the special gain or loss of my business associate, Foundation Risk Partners ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____ , by
whom I am retained; or
- ☐ inured to the special gain or loss of _____ , which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am an employee at Foundation Risk Partners and they could participate in this bid.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

4/21/25
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

No comments on the Consent Agenda.

Item #7 – Public Hearings

Mayor Leslie opened the Public Hearings

Item #7A – 63 Seville Street, Removal from the Historic Landmarks List, Land Development Code Amendment

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-14
AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY REMOVING THE PROPERTY LOCATED AT 63 SEVILLE STREET (“THE BARBIE HOUSE”) FROM THE ORMOND BEACH HISTORIC LANDMARKS LIST; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

Commissioner Briley moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-14, on second reading, as read by title only.

Call Vote:	Commissioner Sargent	Absent
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Leslie	Yes

Item #7B – 1005 North US Highway 1, Annexation

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-15
AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1005 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4238-01-29-0020; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

Commissioner Tolland moved, seconded by Commissioner Sargent, to approve Ordinance No. 2025-15, on second reading, as read by title only.

Call Vote:	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Leslie	Yes

Item #7C – Comprehensive Plan Amendments, Comprehensive Plan 2045 update

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-17
AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF ORMOND BEACH IN ITS ENTIRETY PURSUANT TO CHAPTER 163, FLORIDA STATUTES; ADOPTING COMPREHENSIVE PLAN 2045, INCLUDING AMENDMENTS TO THE PLAN ADMINISTRATION, FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, UTILITIES ELEMENT,

CONSERVATION ELEMENT, COASTAL MANAGEMENT ELEMENT, HOUSING ELEMENT, RECREATION AND OPEN SPACE ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CULTURAL AND HISTORICAL RESOURCES ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND PROPERTY RIGHTS ELEMENT, AND ALL ASSOCIATED MAPS AND FIGURES; PROVIDING FOR THE TRANSMITTAL OF COPIES OF THE NOTICE AND AMENDMENTS TO THE STATE REVIEWING AGENCIES, THE VOLUSIA GROWTH MANAGEMENT COMMISSION, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Ms. Bright stated she would like to see all the proposed amended elements to be similar to the Property Rights Element which matched the state standards, noting concerns of Volusia County and State of Florida control over the higher standards. She voiced concerns regarding some of the elements, verbiage, and property acquisition.

Commissioner Sargent moved, seconded by Commissioner Deaton, to approve Ordinance No. 2025-17, on first reading, as read by title only.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
Carried.	Mayor Leslie	Yes

Mayor Leslie closed the Public Hearings.

Item #8 – First Reading of Ordinances

Item #8A – Ordinance Regarding the Preservation of Public Spaces

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-16
AN ORDINANCE AMENDING SECTION 17-5, RESERVED, OF CHAPTER 17, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE CODE OF ORDINANCES; BY ADDING A NEW SECTION TITLED, PRESERVATION OF PUBLIC SPACES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Deaton, to approve Ordinance No. 2025-18, on first reading, as read by title only.

Commissioner Tolland inquired about the proposed ordinance regulating the nighttime, if there was anything to be done to regulate during the day; whereby, Mr. Hayes stated the proposed ordinance was to bring the city’s ordinances in line with the state law, which prohibited overnight camping and sleeping on public property.

Commissioner Briley inquired if the state law was sleeping in public places anytime; whereby, Mr. Hayes clarified the state law specified at night.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
Carried.	Mayor Leslie	Yes

Item #9 – Second Reading of Ordinances

Item #9A – Update to City's Purchasing Ordinance

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2025-16

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, BY AMENDING SECTION 2-300, METHODS OF SOURCE SELECTION, OF DIVISION 3, PURCHASING, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY AMENDING THE PURCHASING THRESHOLD FOR FORMAL BIDDING AND APPROVAL; AND AMENDING SECTION 2-313, PAYMENT OF CLAIMS, OF DIVISION 4, RISK MANAGEMENT PROGRAM, OF ARTICLE IX, FINANCIAL MATTERS, OF CHAPTER 2, ADMINISTRATION, BY INCREASING THE CLAIMS COMMITTEE AUTHORIZATION LIMIT TO SETTLE CLAIMS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Ms. Bright expressed concerns regarding the increased threshold citing emergency situations and transparency.

Commissioner Sargent discussed the expediency of purchasing with the proposed increase.

Commissioner Sargent moved, seconded by Commissioner Deaton, to approve Ordinance No. 2025-16, on second reading, as read by title only.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Leslie	Yes

Item #10 – Reports, Suggestions, Requests

Events, Updates, and Requests

Ms. Joyce Shanahan, City Manager, provided details on upcoming meetings, workshops, events, and updates on city projects.

Commissioner Deaton discussed park openings, Florida Department of Transportation maintained medians, and transient issues.

Commissioner Briley discussed Volusia County School updates and upcoming events.

Commissioner Tolland expressed her support of the police vehicles being equipped with Automated External Defibrillators (AEDs). She agreed with Commissioner Deaton requesting a workshop and information on the homeless issues. She reviewed events she attended, support of the police officer’s participation in bicycle ride events, and appreciation for staff’s assistance with community events and citizen issues.

Commissioner Sargent discussed upcoming events, appreciation of the police officer’s bicycle ride participation, and provided statistics and updates from MainStreet. He highlighted the ballfields and the economic benefits when used for tournaments.

Mayor Leslie voiced support of the officers who participated in a bicycle ride. He requested an update on Andy Romano Beachfront Park; whereby, Mr. Finley stated construction would be starting soon and they would keep as much of the park open as possible during the construction. Mayor Leslie discussed events he attended.

First Step Homeless Shelter

Ms. Shanahan provided updates and statistics from the First Step Homeless Shelter.

Commissioner Sargent reviewed the impact First Step Homeless Shelter had on individuals and the community. He provided statistics from the shelter emphasizing the need to further utilize. He voiced his support of the shelter, noting last year he stated he would not support funding the shelter if it moved to being a private facility.

Mayor Leslie provided updates from the April 14, 2025 First Step Homeless Shelter Board of Directors meeting, noting the major topic discussed was the contract for the Executive Director.

56 North Beach Street

Commissioner Tolland expressed support of a linear park at 56 North Beach Street and the background of the topic. She requested the Commission direct staff to look into the potential of adding it to the upcoming budget for the planning and design.

The entire Commission agreed for staff to look into the item.

Granada Pier Bait & Tackle Shop

Commissioner Sargent suggested adding lettering to the side of the newly built Granada Bait Shop, labeling it Ike's Granda Pier Bait & Tackle.

Commissioner Briley and Commissioner Deaton expressed support of the request.

Commissioner Tolland voiced concerns regarding names on sides of buildings typically reserved for donors, giving examples and it being a special circumstance when done. She stated she would support his name prominently but temporary on the building.

Ms. Shanahan stated staff could look into the request and bring back information as the city had limitations on signage on buildings.

Item #11 – Adjournment

The meeting was adjourned at 8:13 p.m.

APPROVED: May 6, 2025

BY:

Jason Leslie, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach AGENDA ITEM

May 6, 2025 - City Commission

Number: 7.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-86
Strategic Goal:	Quality of Life - Other		
Department:	Finance - Grants		
Subject:	Community Development Block Grant FY 2025-26 Application		
Summary:	This is a request for the City Commission to approve the Community Development Block Grant (CDBG) FY 2025-26 Capital Project application to be submitted to Volusia County Community Assistance by 2:00 PM on May 7, 2025. Federal CDBG funds are passed through Volusia County Community Assistance to the City of Ormond Beach and the City is required to submit an application to Volusia County for the use of FY 2025-26 CDBG funds. On February 27, 2025, staff received notification of a change to the CDBG funding allocation method. The Department of Housing and Urban Development (HUD) uses a formula to determine the funding allocation for the Volusia County entitlement which considers population, poverty, and overcrowding. Since 2015, this formula has also been used by Volusia County to determine allocations for partnering cities and unincorporated areas. Beginning with CDBG FY 2025-26, this formula will not be used for partnering cities. Partnering cities will competitively apply for projects which will be reviewed by an evaluation committee who will make final recommendations to the County Council for approval. Non-profit organizations will have the opportunity to apply for public service activities directly to the County during the application period. CDBG FY 25-26 funding will include \$1,000,000 available for eligible capital improvement projects and \$250,000 for eligible public service activities. This amount could change based on the County's final FY 2025-26 allocation. Applications must still prove the project will benefit low-mod income persons. The threshold for Volusia County is 51% low/moderate income (LMI). No more than 2 applications can be submitted each year, and they cannot be the same project type (i.e., 2 sidewalk projects). Applicants are limited to no more than 2 awarded projects every 5 years and capital project application requests must be		

	at least \$100,000. Proof that the proposed project is shovel ready (or will be) by October 1, 2025, is required so it can begin as soon as the Authorization to Proceed is issued and the project can be completed within the CDBG fiscal year. The CDBG Advisory Board held a mandatory public hearing meeting on February 20, 2025, to receive public input as a grant requirement. The application packet was made available on March 11, 2025, and the CDBG Advisory Board held a recommendation meeting on March 27, 2025, at which time it recommended an application be submitted for Sanchez Park Improvements. The Sanchez Park Improvements project consists of 2 areas for improvement, the boat ramp area on the west side of the park and the playground driveway on the east side. The boat ramp area improvements are to remove the existing shell boat ramp access driveway and shell parking area and replace with ADA compliant parking. The existing paved parking and handicap spaces will remain on the boat ramp and playground areas. The playground driveway area is to remove the existing shell driveway for the east driveway which serves the existing playground area and replace with concrete that will connect into the existing concrete parking area. Minor drainage improvements will be part of this project. The estimated project cost is \$450,000.
Financial Impact:	There is no budget impact. CDBG funded activities are reimbursable from the Department of Housing and Urban Development (HUD) via Volusia County.
Citizen Impact:	The project recommended for FY 2025-2026 will benefit citizens located within the City's CDBG priority areas, areas adjacent to the CDBG priority areas, and those who visit the park.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval to submit a CDBG FY 2025-26 capital project application to be submitted to Volusia County Community Assistance by the May 7 deadline.
Staff Contact:	Loretta Moisio, Grants Coordinator, (386) 676-3315
Attachments:	1. 25-86 CDBG Grant Application (P25-0050G) 2. Notice Regarding CDBG Allocation Method_OB 3. DRAFT CDBG 03272025 4. FY 2025.26 CDBG Funding Application Instructions and Guidance 5. DRAFT Sanchez Park FY 2025.26 CDBG Capital Improvement Application

Approval:	Kelly McGuire, Finance Director	4/16/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	4/21/2025
	Joyce Shanahan, City Manager	4/22/2025

RESOLUTION NO. 2025-86

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE COUNTY OF VOLUSIA UNDER THE FISCAL YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FUNDING ASSISTANCE FOR IMPROVEMENTS TO SANCHEZ PARK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to make improvements to the boat ramp area on the west side of Sanchez Park, and to the playground driveway on the east side of Sanchez Park (the “Project”) at an estimated Project cost of \$450,000.00, and

WHEREAS, the City Commission desires to submit a grant application to the County of Volusia under the FY 2025/26 Community Development Block Grant (CDBG) Program (a copy of said application is attached hereto and incorporated herein by reference), for the purpose of obtaining funding assistance in the amount of \$450,000.00 for the Project, and

WHEREAS, all applicable public hearing requirements have been satisfied, now therefore,

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

SECTION ONE. The City Manager or her designee is hereby authorized and directed to submit a grant application, including any and all documents that are necessary and incidental thereto, to the County of Volusia under the FY 2025/26 Community Development Block

Grant (CDBG) Program for funding assistance in the amount of \$450,000.00 for improvements to Sanchez Park.

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

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

APPROVED AND AUTHENTICATED this 6th day of May, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



February 27, 2025

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

**Re: Notification of Change to Community Development Block Grant
Allocation Method**

Dear Ms. Shanahan,

Volusia County receives Community Development Block Grant (CDBG) funds directly from the U.S. Department of Housing and Urban Development (HUD) as a qualified urban county entitlement community through a formula grant. The formula HUD uses to determine funds for the County of Volusia is identified as Formula A, which considers three factors of an area: population, poverty, and overcrowding. Since 2015, the county's annual allocation has been divided and allocated using the same Formula A for all partnering cities and the unincorporated areas. These fixed allocations have been provided to our partnering cities to apply for projects or public service activities.

Beginning with fiscal year 2025/26, the county will no longer award partnering cities a fixed annual allocation based on Formula A. Instead, projects will be awarded through a competitive application process. This method will allow partnering cities, non-profit organizations, and county departments to propose more large-scale and impactful capital projects, maximizing the benefit for residents. City allocations have historically ranged from \$60,000 - \$180,000, but with a competitive process, cities could request upwards of \$1 million for a project. The competitive applications will be reviewed and scored by an evaluation committee to determine which projects will be recommended for final approval by the County Council. To ensure fair distribution of CDBG funds, limits and geographic requirements will be set. For example, a city may receive a capital project award no more than two times in any five-year period. The evaluation criteria and full details will be provided when the application is released.

The county will also be making efforts to utilize 15 percent of the overall CDBG annual allocation for public service activities. This is the maximum amount allowed under CDBG regulations and has historically been underused. Partnering cities are encouraged to identify public service activities that are CDBG-eligible. Non-profit organizations will also have an opportunity to propose public service activities directly to the county.

COMMUNITY ASSISTANCE

121 W. RICH AVE. • DELAND FL 32720 | 386-736-5955 | VOLUSIA.ORG



COMMUNITY SERVICES DEPARTMENT

COMMUNITY ASSISTANCE

The county anticipates releasing a competitive solicitation for CDBG-eligible capital projects and public service activities in early March. A workshop was held on January 24, 2025, to discuss the potential of a competitive process with city staff and discuss any areas of concern. A virtual workshop was also held on February 27, 2025, to discuss the new process with city staff. An additional meeting will be held in early April to answer questions as applications are being completed.

If you have any questions regarding CDBG requirements or this change in allocation method, please contact Eva Colee at ecolee@volusia.org or 386-736-5955 ext. 15593.

Thank you for all that you do to assist the residents of Volusia County.

Respectfully,

Carmen Hall
Community Assistance Director

cc: Brad Burbaugh, Community Services Director
Brittany Louis, Housing & Grants Administration Manager

COMMUNITY ASSISTANCE

**CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD
MEETING**

**March 27, 2025
Commission Conference Room
22 South Beach Street
Ormond Beach, FL**

6:00 P.M.

CALL TO ORDER – ROLL CALL

Members present were: Josh Pringle, Frank Ganz, Jessica Adjemian and Jennifer Haines.

Staff present were: Grants Coordinator Loretta Moio, Principal Landscape Architect Cara Culliver and Recording Secretary Ida Hop.

Public in attendance was: Ms. Barbara Williams.

Mr. Pringle called the meeting to order at 6:00 pm.

APPROVAL OF MINUTES – February 20, 2025

Ms. Ganz moved, seconded by Ms. Adjemian to approve the minutes of the February 20, 2025, meeting. The motion passed unanimously.

AUDIENCE REMARKS

No Audience Remarks.

CDBG FY 2025-2026 PROGRAM CHANGES

Ms. Moio stated the significant changes to the CDBG Program for FY 2025-2026. She stated that CDBG funding will be determined through a competitive application process to the County, with applications due by May 7. Capital project requests must be supported by the City Commission and cannot be less than \$100,000.00 and must be shovel ready by October 1, 2025.

Discussion among the Board on the two projects recommended by Ms. Culliver include the Sanchez Park improvements and the Forest Hills sidewalk improvement which would most benefit the citizens of the City.

CDBG FY2025-2026 RECOMMENDATION

Ms. Adjemian motioned, seconded by Mr. Ganz, to recommend to the City Commission the Sanchez Park Improvement Project for CDBG Funding for FY 2025-2026. The motion passed unanimously.

UPCOMING REGULAR MEETING DATES

The Board agreed that since the application for FY 2025-2026 is due May 7, the April 17 regular meeting should be cancelled.

July 17, 2025 – Regular Meeting

October 16, 2025 – Regular Meeting

ADJOURNMENT

The meeting adjourned at 6:20 p.m.

Respectfully Submitted:

Ida Hop, Recording Secretary

Attest:

Josh Pringle, Chairman



County of Volusia

FY 2025/26 Community Development
Block Grant (CDBG) Program

Funding Application
Instructions and Guidance



Contents

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I. CDBG Program Overview

The Community Development Block Grant (CDBG) Program is authorized under Title 1 of the Housing and Community Development Act (HCDA) of 1974, as amended. CDBG grew out of the consolidation of several categorical programs under which communities competed nationally for funds.

The primary objective of Title I of the HCDA, as amended, is the development of viable urban communities. These viable communities are achieved by providing the following, principally for persons of low- and moderate-income:

- Decent housing;
- A suitable living environment; and
- Expanded economic opportunities

CDBG regulations set forth eligible activities and the national objectives that each activity must meet. As a recipient of CDBG funds, the County of Volusia and its funding recipients are charged with ensuring that these requirements are met. The regulations implementing the CDBG Program are found at 24 CFR Part 570.

The County of Volusia is a recipient of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) as an Entitlement Urban Community. The County, through the Community Assistance Division, has partnered with cities, towns, non-profit organizations, and internal departments to carry out a wide range of community development activities directed toward neighborhood revitalization, improved community facilities, and services using CDBG funds.

II. Eligible Areas

There are nine jurisdictions that participate in the entitlement program with the County, utilizing three-year cooperation agreements. These jurisdictions include Daytona Beach Shores, DeBary, DeLand, Holly Hill, Lake Helen, New Smyrna Beach, Orange City, Ormond Beach, and South Daytona. All Volusia County CDBG funds must be spent in those jurisdictions, unincorporated areas, or on projects that benefit the County as a whole.

Applications for projects located within the city limits of Daytona Beach, Deltona, Edgewater, Oak Hill, Pierson, or Port Orange may only be eligible if at least 51% of the beneficiaries are located within the Volusia County CDBG entitlement area which would include the nine jurisdictions listed above or the unincorporated area of the county. Applicants applying for a project within the city limits of any of the cities listed above that are not included in the entitlement must include a justification that the project will provide a benefit either countywide or to at least 51% of the beneficiaries are located within the Volusia County CDBG entitlement area.

III. Eligible Activities

A. The following is a list of CDBG eligible capital projects that will be considered:

- Senior Centers
- Clearance/Demolition/Asbestos Removal
- Facilities for Persons with Disabilities
- Homeless Facilities (not operating costs)
- Youth Centers
- Neighborhood Facilities
- Parks, Recreational Facilities
- Parking Facilities
- Solid Waste Disposal Improvements
- Water/Sewer Improvements
- Street/Sidewalk Improvements
- Non-Residential Historic Preservation
- ADA Accessibility
- Public Facility Improvements (General)

B. The following is a list of CDBG eligible public service activities that will be considered:

- Senior Services
- Services for Persons with Disabilities
- Substance Abuse Services
- Legal Services
- Employment Training
- Youth Services
- Health/Mental Health Services
- Homeless Operating Costs
- Public Service (General)

Note: The information above is not intended to be a comprehensive list of all CDBG eligible and ineligible activities. Applicants should consult with Community Assistance staff or check the relevant regulations for additional information. The list of CDBG matrix codes can be used for a full list of eligible activities: [CDBG Matrix Code Definitions](#). Only activities starting with 03 or 05 will be accepted for purposes of this application. The County reserves the rights to further restrict project eligibility as deemed appropriate beyond HUD rules; as such; applicants are strongly encouraged to contact Community Assistance to determine project eligibility and sources of documentation **prior** to submission of an application.

C. Prohibited Activities

i. The following activities may not be assisted with CDBG funds:

- a. Buildings or portions thereof, used for the general conduct of government as defined at Sec. 570.3(d) cannot be assisted with CDBG funds; however, this does not include the removal of architectural barriers under Sec. 570.201(c) involving any such building.
- b. General government expenses.
- c. Political activities, CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan

political activities; such as, candidate forums, voter transportation, or voter registration.

ii. The following activities generally may not be assisted with CDBG funds:

- a. Purchase of equipment.
- b. Operating and maintenance expenses.

1. Applications for capital improvement projects that are not new construction must include a Certification of Construction Need. This document will demonstrate whether a project is potentially eligible or falls under the category of prohibited activities noted above.

- c. New housing construction.
- d. Income payments.

IV. National Objective

All applications must prove that the proposed project or activity provides a benefit to low- and moderate-income (LMI) persons.

Applicants can submit a project with a service area that is primarily low- and moderate income (LMI) population, or the project can benefit limited clientele that qualify as LMI. Area eligibility is generally done by using census tract block group data. Once the service area is determined using block groups, the LMI population can be calculated. **The project or activity itself does not need to be in a census tract/block group that is at least 51% LMI as long as the service area (which may include several census tracts/block groups) meets the requirement.** Currently HUD is utilizing five-year ACS data, and the threshold for projects in Volusia County is 51% LMI. **Applicants can access the current HUD LMI data as well as a mapping application which may assist in determining the area benefit here:** <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>.

If the data at the block group level is not appropriate for any reason the applicant can perform an income survey to determine if the area is eligible. **A guidebook for completing income surveys can be found in Section X of this guide.**

If using limited clientele benefit, the applicant must either income-qualify participants and 51% must be low- and moderate-income (LMI) persons or benefit a presumed low-income group as defined by HUD. Presumed low-income qualifying groups include abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers.

V. Application Requirements

In order to be considered applications must meet all requirements as described below or on subsequent pages of this guide.

General

- Applicants are limited to submitting no more than two applications, one per project type.
 - Example: Can't apply for two lift station projects but could apply for a lift station and a sidewalk
- All pages must be completed and signed where applicable
- A copy of the Application Checklist must be initialed and submitted with the application
- All applicants will be limited to no more than two awarded projects every five years beginning with projects awarded for FY 2025/26
- All applicants must show proof of their governing body's support of the project.
 - This requirement is waived for non-profit organizations that do not have a governing body they report to
 - Applicants who are unable to obtain a letter of support by the application due date may still apply, but the letter of support must be submitted no later than June 15, 2025, in order to remain eligible for funding
 - Participating cities: City Commission and/or Advisory Board
 - Non-profit organizations: Board of Directors or similar entity
 - County departments: Department Director and/or Advisory Board

Capital Improvement Projects

- Applications must be submitted for requests of no less than \$100,000
 - This does not include leveraged funds, only the request for CDBG funding
- Applicants must show proof of public participation outreach activities/support
 - Participating cities: Must show proof of outreach activities including a public notice and public meeting
 - Non-profit organizations: Must show proof of outreach activities including public notice. If the proposed project is located within the city limits of any Volusia County municipality, the applicant must show proof of support by the city. This may include a letter of support or other written support as deemed appropriate by the city. Applicants who are unable to obtain a letter of support by the application due date may still apply, but the letter of support must be submitted no later than June 15, 2025, in order to remain eligible for funding. Applications for projects located within the unincorporated areas of the county do not need to provide a letter of support.

- County departments: Must show proof of outreach activities including a public notice
- Applicants must show proof of the proposed project being shovel-ready by October 1, 2025
 - Applicants will need to provide either proof of completed plans and/or drawings with the application or proof they will be completed by the start of the next fiscal year (October 1)
 - Proof may be provided in the form of an agreement with the firm or agency completing the plans/drawings with a set deadline. Additionally, the applicant could provide a signed letter from the selected firm or agency with a timeline showing completion by October 1.
- If a project is underway at the same location as the proposed project (phased project), the current project must be completed by October 1, 2025. Proof of a timeline or construction schedule should be attached, as applicable.
- Applications for public facility improvements owned by non-profit organizations must be open to the public during normal business hours once construction is completed

Public Service Activities

- Applications must be submitted for requests of no less than \$25,000
 - This does not include leveraged funds, only the request for CDBG funding
- Applicants must show proof of public participation outreach activities/support
 - If the applicant is applying for both a capital improvement project and a public service activity, the outreach activities can be met using the same public notice and/or public meeting but both activities must be clearly defined.
 - Participating cities: Must show proof of outreach activities including a public notice and public meeting
 - Non-profit organizations: Must show proof of outreach activities including public notice. A letter of support from a city is not needed for public service activities.
 - County departments: Must show proof of outreach activities including a public notice

VI. Application Instructions

Application Checklist

Must be included with all applications. Review carefully and initial each item included with the application package submission.

Applicant Information

Complete all sections, being accurate and thorough. The employee named as the primary contact must be the same on all applications submitted. This employee will remain as the one CDBG primary contact until written notification requests a change. The project manager may be different for each project, dependent upon who will be in charge of the implementation of the project on a day-to-day basis. If approved for funding, the project title included in the application will be used in all CDBG related plans, advertisements and publications.

“Leveraged funds” and “funds requested” combined should be equal to “total project cost.” Describe the funds that are being leveraged.

Project/Activity Description

Select one type of project/activity from the available lists. If you are unsure of how to classify a specific project that you believe may fit in multiple categories, please contact staff for clarification. Provide an exact location of the address, without an exact location eligibility cannot be determined. If the proposed project is linear, you must provide both a start and end location, i.e., sidewalk or street. If eligible, the description and location are also used as the basis for the federally required Environmental Review.

It is imperative that you be as clear as possible when describing the proposed project/activity as a summary. The summary is used for determining initial project eligibility, completing the Environmental Review, included in the subrecipient agreement, and throughout project implementation to ensure compliance. If the scope may change once designed or implemented, please note this with as much detail as possible, noting what changes may occur. Even minor changes in the location or type of work being completed can change the Environmental Review or eligibility, and if not accounted for, a project cannot be eligible for reimbursement with CDBG funds.

Summary of Project/Activity Examples:

- A **street improvement** project could be described as “asphalt paving of LPGA Boulevard from Ridgewood Avenue to Nova Road, a distance of 5,940 lineal feet using 1.5” of asphalt leveling and 1” asphalt finish.”
- A **sidewalk improvement** project could be described as “installation of 4’ concrete sidewalks on the north side of Ridgewood Avenue to Nova Road, a distance of 5,940 lineal feet using 3” depth of concrete.”

- A **flood/drainage improvement** could be described as “installation of one (1) outfall structure at the southwest corner of Center Street and LPGA Boulevard to include.....”
- A **senior service activity** will offer services to seniors providing day-care services to 30 seniors. The activity will include group activities, 2 meals per day, and outdoor time for seniors between the hours of 8 a.m. and 5 p.m.

When describing the need for the project, explain the reasoning for the application. Why is the applicant asking for the project at this time? Briefly explain the factors in the community that demonstrate the current need for this project. Provide a measurable or visible outcome that will be expected upon the completion of the project. Will the low-and moderate-income residents have daily accessible to a new park? Will income-qualified children have access to after-school tutoring that was previously not available? In conjunction with outcomes, describe the intended beneficiaries and service areas? Generally, this should include an exact service area. The applicant must explain the service area and give a brief description of how it was determined. The service area is likely determined based on the location of like facilities, traffic, and barriers, or ease of access.

National Objective

Each application must demonstrate how the proposed project will meet a national objective. There are two methods allowable for this funding, either an area benefit or a limited clientele benefit.

- An area benefit will meet a national objective by showing that more than 51% of the population is low- or moderate-income. This can be shown by using the census tract block group data of the project’s service area, or by conducting an income survey of the project’s service area.
 - For more information on determining LMI area benefit see page 4 of the guide or review the video found at, [CDBG : Determining LMI Area Benefit - YouTube](#)
 - A limited clientele benefit will meet a national objective by serving a group that HUD presumes to be low-income or by verifying the income of the specific people that benefit from the activity

Note the number of persons to be assisted, either from census data or estimating the actual number to be served. Each application must have either the area benefit box, or the limited benefit box filled out. It would not be appropriate to leave both boxes blank or to fill in both. For assistance in determining the correct block group data or finding the number of a population group in a service area, contact Community Assistance.

Applicant Capacity

Provide answers to the questions in this section to demonstrate ability to complete the project. Be as specific as possible with the idea that the evaluation committee has no prior knowledge of your organization or its capabilities. Describe similar projects that have been completed in the past and their outcomes. Projects will need to be maintained after they are completed. Explain how the applicant will provide for the time and funding needed to maintain the project, as CDBG funds cannot be used for general maintenance or deferred maintenance. If applying for a public service activity, explain how the agency plans to keep the programs sustained once CDBG funds expire.

Project/Activity Support

Citizen participation is required to be included for all jurisdictions. Explain the attempts to receive participation from citizens, the public meeting(s) held, and comments received from the public, or the lack thereof.

See pages 5-6 for further guidance on requirements to show project/activity support. Non-profit organizations applying for a capital improvement project may be subject to additional requirements as described in Section V.

Project Timeframe

Select the party that will be responsible for the implementation of the project. Agencies and municipalities should only be selecting between their employees or a contractor. The County of Volusia should only be selected if the applicant is an internal Volusia County department or division. Provide an explanation of the Plan of Action (POA). The description should include how it was developed, important factors, and any concerns that may impact the POA at a later date.

Capital Project applications must include a timeline in the form of the Plan of Action shown. Once submitted, the POA becomes part of the binding agreement. An amendment to the initially submitted POA, which will postpone any of the milestones listed by more than fourteen (60) days, will require a written request to amend the agreement. Activities will not be eligible for reimbursement if an amendment has not been received or is pending approval by the county.

An estimated date of the county providing an Authorization to Proceed (ATP) has been provided. Applicants should be ready to move forward once the ATP is issued. If the ATP is issued at a later date, the POA will be adjusted accordingly. If a date is not applicable, note the reasoning.

Sample CDBG FY 2025/26 Plan of Action		
Milestones	Planned Date	Notes (not required)
Authorization to Proceed Received	10/1/25	Remaining dates will adjust if ATP is not received by this date
Technical Design & Procurement Documents Complete	10/15/25	
Complete Solicitation Package Submitted to Volusia County	11/1/25	
Solicitation Package Approved by Volusia County	11/7/25	
Solicitation Advertised	11/14/25	
Pre-Bid Meeting	12/1/25	
Bid Opening	12/19/25	
Contract Award	1/20/26	
Pre-Construction Meeting	2/15/26	
Issue Notice to Proceed	3/1/26	
Project Start Date	4/1/26	
Project Completed	8/15/26	
All Reimbursement Requests Submitted to Volusia County	9/10/26	

Public Service applications must include a timeline in the form of the Plan of Action shown. Once submitted, the POA becomes part of the binding agreement. Public service activities may not roll over from one program year to the next. Applicants must plan accordingly and only include activities that will be closed out by the end of the end of the program year. Use the following as an example timeline to include with public service activities:

Date	Action	Responsible Entity
10/1/25	Authorization to Proceed Issued	Volusia County
11/1/25	Income verify beneficiaries (if applicable)	Non-profit Organization
12/1/25	Begin providing new or improved service	Non-profit Organization
12/1/25-9/1/26	Provide service, submit monthly reimbursement and status report request to the County	Non-profit Organization
9/30/26	Deplete funding, complete service; report all remaining beneficiary information to the County.	Non-profit organization/Volusia County

Project Budget

A budget template has been included for your use; budgets in another form may be attached to the application instead of using the provided template. Estimated budgets should be based on current engineering costs, equipment costs, informal quotes, construction costs, fair market land values, etc.

The budget should be an estimate and does not require design work to be complete; however, back up documentation to the budget calculations need to be available if requested. If including a contingency amount, specify the amount and why the type of project requires it. Applications for proposed projects to be implemented by the County of Volusia should include documentation from the necessary department stating the estimated budget and explanation.

Describe the budget and leveraged funds as thoroughly as possible. Applicants should consider how the budget was compiled, what factors have impacted the budget, and what factors may impact the budget at a later date. Note the outstanding CDBG balances the applicant currently has. Applications that note this incorrectly or state "N/A" when there is a balance will be returned for corrections.

Use the following as an example budget to include with capital projects:

Budget Categories	Project Cost Estimate	Sources of Funds		
		CDBG Funds	Applicant Funds	Other
		AMOUNT	AMOUNT	AMOUNT
Materials Costs	\$75,000	\$50,000	\$25,000	
Labor Costs	\$60,000	\$40,000	\$20,000	
Engineering Services	\$15,000	\$10,000	\$5,000	
Other:				
Other:				
Other:				
SOURCE TOTAL		\$100,000	\$50,000	
TOTAL PROJECT COST (the total project costs, all funding sources)	\$150,000			

Public service funds allocated in FY 2025/26 will be for a 12-month term ending on September 30, 2026. Subrecipient agreements for public service activities will not be extended and the remaining balances will not rollover to the next year. Balances may be transferred to a capital project within the same program year if available.

Use the following as an example budget with public service activities:

Budget Categories	Project Cost Estimate	Sources of Funds		
		CDBG Funds	Applicant Funds	Other
		AMOUNT	AMOUNT	AMOUNT
Staff Costs	\$25,020	\$15,020	\$10,000	
Operating Costs	\$15,300	\$10,300	\$5,000	
Other:				
Other:				
SOURCE TOTAL		\$25,320	\$15,000	
TOTAL PROJECT COST	\$40,320			

Describe the budget and leveraged funds as thoroughly as possible. Applicants should consider how the budget was compiled, what factors have impacted the budget, and what factors may impact the budget at a later date. Note outstanding CDBG balances the applicant currently has. Applications that note this incorrectly or state "N/A" when there is a balance will be returned for corrections.

An additional breakdown is requested for public service budgets. If the applicant's budget states staff costs, the staff cost table must be completed. If the applicant's budget states operating costs, the applicable table must be completed. Examples are shown below and on the subsequent page.

Example Supplement to Staff Costs				
	Description	Per Unit Charge	Quantity	Total
Salary Costs	1. Full-Time Supervisor 2. Part-Time Behavioral Specialist (2)	1. \$25.75/hr 2. \$16.50/hr	10 hrs/wk for 36 wks	\$21,150
Benefit Costs	Health Benefits	\$430/month (total includes all positions)	9 months	\$3,870
Other: _____				
Total				\$25,020

Example Supplement to Operating Costs				
	Description	Per Unit Charge	Quantity	Total
Utility Costs	Power bill paid to FPL	\$250/month	9 months	\$2,250
Rent Costs	Monthly rent for 2 classrooms	\$1,450/month	9 months	\$13,050
Other: _____				
Total				\$15,300

Procurement

All capital projects applicants must complete the procurement document outline the method of procurement that will be used. Please review the instructions on the form carefully. Explain what method of procurement will be used for the project. The agency must have the capability to complete a competitive solicitation. Explain your reasoning behind the procurement to be used and who will be responsible for completing it. Make sure to explain thoroughly past solicitations to show that your agency has the capability to complete a competitive solicitation with guidance from the county to ensure CDBG requirements are met.

Certification of Construction Need (Capital Projects Only)

All capital improvement project applicants must complete and sign the Certification of Construction Need. Please review the instructions on the form carefully. Projects that are determined to be maintenance or deferred maintenance are considered ineligible.

Conflict of Interest Statement

All applicants must review and sign the Conflict of Interest statement provided.

VII. Application Timeline

March 11, 2025	Applications Release
April 3, 2025	Optional Q&A Session for All Applicants
May 7, 2025	Applications due to the Community Assistance Office (see Section VIII for Submission Guidance)
May 12, 2025	Applications Reviewed for Eligibility
May 30, 2025	Evaluation Committee Finalizes Scoring/Recommendations
June 15, 2025	Recommended Projects Included in Draft Consolidated Plan
July – August 2025	Consolidated Plan Finalized and Submitted to HUD
October 2025	Subrecipient Agreements Executed Following Grant Approval

The Q&A session on April 3, 2025 will be held virtually starting at 9 a.m. The Teams meeting can be accessed using the information below. This is an opportunity to ask questions and get guidance from staff. The meeting will be recorded and can be provided to anyone unable to attend.

Teams Meeting

Meeting ID: 279 581 323 34

Passcode: kB3H3qM9

VIII. Submission Guidance

A. The application(s) must be completed entirely and submitted with all applicable supporting documents using one of the following methods:

- Emailed to Eva Colee at EColee@volusia.org
- Submitted through the Community Assistance Division's secure portal at <https://vcservices.vcgov.org/secureupload/d/housing>
- Hand delivered or mailed to the following address:

**Attn: Eva Colee, Grants Planner
Housing and Grants Administration
Community Assistance Division
121 W. Rich Avenue
DeLand, FL 32720**

B. Proposed applications must be received no later than 2:00 p.m. on May 7, 2025. The application may be submitted utilizing one of the methods listed above; it must be received and time stamped by the required date and time. The application must be **typed**. Authorized signatures should be in **blue ink**. Incomplete applications, or applications submitted after the stated deadline, will not be accepted. For questions regarding the regulations governing the CDBG Program, contact Eva Colee at (386)736-5955 ext. 15593.

Please note: One employee must be designated as the official CDBG Primary Contact to ensure efficient, effective communication and implementation of the grant program. The designated contact will act as the liaison between the county and city departments or contractors.

C. Once submitted, no proposal may be amended, unless the amendment has been requested by the County. The County, at its sole and absolute discretion, with or without cause, and without liability of any kind to any applicant, reserves the right to accept or reject any and/or all proposals either in whole or in part, waive any informalities or irregularities of any proposals, and/or take any action in the best interest of the County. The County reserves the right to contact the applicant if additional information is required.

IX. CDBG Application Evaluation Criteria Capital Improvement Projects

Staff Evaluated Scoring Criteria		
Selection Criteria	Review Factors	Maximum
Eligibility	- Project is eligible for CDBG funding, as listed in the guidance provided or discussed and documented with staff prior to submission - Applicant meets all application requirements	25 (25 or 0)
Meets a National Objective	- Application identifies whether project is "service area" or "limited clientele" - If service area: area determination and boundaries explained and logical for given project, number of LMI population shown - If limited clientele: population explained, and quantity given	25 (25 or 0)
Completeness of Application	- Negative impact only - Points subtracted for areas not complete & required documents missing	-10 to 0
Timeliness Test	- Negative impact only - Points subtracted for applicants with an open balance who do not meet the CDBG timeliness test by the application due date	-5 to 0
<i>Automatic score of 0 if it is determined that the project is not eligible or does not meet a national objective. If determined ineligible, application will not be provided to the Evaluation Committee.</i>		

Evaluation Committee Scoring Criteria		
Selection Criteria	Review Factors	Maximum
Community Impact	- Summary of project need and justification is sufficient - Anticipated accomplishments described - Project has a clear community impact based on description	30
Project Description	- Clear project description provided - Clear project location provided - Legible maps and photos provided, if applicable	25
Project Implementation and Future Feasibility	- Application demonstrates that the organization has the resources to carry out the project or service on a reimbursement basis - If project will result in future maintenance, sustainability is explained - Similar past projects and outcomes described as successful	25
Readiness to Proceed	- Indication that the project will be shovel ready by October 1, 2025 - Project schedule is clearly defined - Project has been analyzed for potential delays and/or problems; plans to address those are in place	25
Project Support	- The applicant made efforts to inform the public of the project and gather support - Public participation efforts are clearly documented - The applicant has the required support as outlined in the application instructions	20
Budget	- Project budget is complete - Cost estimates appear reasonable	15
Leveraging	- Additional funds being used are clearly defined - Additional financial support will result in CDBG funds having a greater impact on meeting community needs	15
Total Points Possible		200



CDBG Application Evaluation Criteria Public Service Activities

Staff Evaluated Scoring Criteria		
Selection Criteria	Review Factors	Maximum
Eligibility	- Activity is eligible for CDBG funding, as listed in the guidance provided or discussed and documented with staff prior to submission - Applicant meets all application requirements	25 (25 or 0)
Meets a National Objective	- Application identifies whether activity is “service area” or “limited clientele” - If service area: area determination and boundaries explained and logical for given activity, number of LMI population shown - If limited clientele: population explained, and quantity given	25 (25 or 0)
Completeness of Application	- Negative impact only - Points subtracted for areas not complete & required documents missing	-10 to 0
Timeliness Test	- Negative impact only - Points subtracted for applicants with an open balance who do not meet the CDBG timeliness test by the application due date	-5 to 0
<i>Automatic score of 0 if it is determined that the activity is not eligible or does not meet a national objective. If determined ineligible, application will not be provided to the Evaluation Committee.</i>		

Evaluation Committee Scoring Criteria		
Selection Criteria	Review Factors	Maximum
Community Impact	- Activity has a clear community impact based on description - Summary of activity need and justification is sufficient - Anticipated accomplishments described	30
Activity Description	- Clear activity description provided - Clear activity location provided - Legible maps and photos provided, if applicable	25
Activity Implementation and Future Feasibility	- Application demonstrates that the organization has the resources to carry out the service on a reimbursement basis - Similar past activities and outcomes described as successful - Applicant clearly describes the future sustainability of the activity once CDBG funding expires	25
Reasonableness of Costs	- Activity budget is complete - Cost estimates appear reasonable	20
Activity Support	- The applicant made efforts to inform the public of the activity and gather support - Public participation efforts are clearly documented - The applicant has the required support as outlined in the application instructions	20
Activity Timeframe	- Activity schedule is clearly defined - Proposed timeframe is reasonable given the activity description - Applicant proposes completion of the activity by 9/30/2026	15
Leveraging	- Additional funds being used are clearly defined - Additional financial support will result in CDBG funds having a greater impact on meeting community needs	15
Total Points Possible		200

X. CDBG Program Additional Resources

CDBG Entitlement Program:

<https://www.hudexchange.info/cdbg-entitlement/>

CDBG Laws and Regulations:

<https://www.hudexchange.info/community-development/cdbg-laws-and-regulations/>

CDBG Program – Guide to National Objectives and Eligible Activities for Entitlement Communities:

<https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/>

Basically CDBG for Entitlements:

<https://www.hudexchange.info/resource/19/basically-cdbg-training-guidebook-and-slides/>

Eligible Census Tract and Block Group Data:

<https://www.hudexchange.info/programs/acs-low-mod-summary-data/>

Eligible Census Tract and Block Group Data Map:

<https://hud.maps.arcgis.com/home/item.html?id=279eca0222754f8a954bbf8cf995a1a3#overview>

Guidebook for Conducting Income Surveys:

<https://files.hudexchange.info/resources/documents/CDBG-Guidebook-for-Conducting-Local-Income-Surveys.pdf>



County of Volusia

FY 2025/26

Community Development Block Grant (CDBG) Program

Capital Improvement Project Application

City of Ormond Beach

Applicant Name

Sanchez Park Improvements

Project Name

Application Checklist

FY 2025/26 CDBG Capital Project - Funding Application Checklist

*Applicant **MUST** place this initialed checklist on top of all submitted proposals.*

Initials of CDBG Primary Contact or Representative	Necessary Application Document/Information
	Section A: <u>Signed</u> Applicant Information
	Section B: Project Description
	Section C: National Objective
	Section D: Applicant Capacity
	Section E: Project Support
	Section F: Project Timeframe
	Section G: Project Budget
	Section H: Procurement
	Section I: <u>Signed</u> Certification of Construction Need
	Section J: <u>Signed</u> Conflict of Interest Statement
	Attached Site Map, Photos, and Plans
	Attached Letter(s) of Support, if applicable
	Attached Public Participation Documentation
	Attached Board, City Commission, or Department Director approval documentation including meeting agendas, meeting minutes, signed resolutions, etc.
	Applicable Procurement Policy (attach only the pages referenced)
	Other (If applicable) <u>Parks & Recreation Master Plan Study 2022 Excerpts; Area Benefit</u>

Note: When filling out this application, please refer to the FY 2025/26 CDBG Funding Application Instructions and Guidance.



A. Applicant Information

Name of Applicant: City of Ormond Beach

CDBG Primary Contact Name and Title:

(should be the same for all proposals) Loretta Moisio, Grants Coordinator

Loretta.Moisio@ormondbea

Email Address: ch.org

Phone Number: 386-676-3315

Project Manager Name and Title:

(Implementation) Cara Culliver, Principal Landscape Architect

Cara.Culliver@ormondbeac

Email Address: h.org

Phone Number: 386-676-3288

Proposed Project Title: Sanchez Park Improvements

Total Amount Requested: \$450,000.00 Total Estimated Project Cost: \$450,000.00

Additional Funds Available to Leverage, if applicable: \$NA

Source of Additional Funds, if applicable: NA

Physical Location of Proposed Project: 329 Sanchez Avenue

Certifying Representative

- Person authorized to sign contract, if project is selected
- Please sign in **BLUE INK**

To the best of my knowledge and belief, data in this proposal are true and correct and the **governing body of the applicant has duly authorized the document.**

Signature:

Name: Joyce Shanahan

Date Signed

Title: City Manager

B. Project Description

Type of Project:

- | | |
|--|---|
| ☐ Senior Centers | ☐ Parking Facilities |
| ☐ Clearance/Demolition/Asbestos Removal | ☐ Solid Waste Disposal Improvements |
| ☐ Facilities for Persons with Disabilities | ☐ Water/Sewer Improvements |
| ☐ Homeless Facilities (not operating costs) | ☐ Street/Sidewalk Improvements |
| ☐ Youth Centers | ☐ Non-Residential Historic Preservation |
| ☐ Neighborhood Facilities | ☐ ADA Accessibility |
| ☒ Parks, Recreational Facilities | ☐ Public Facility Improvements (General) |

Exact Location/Project Address:

Provide a site map clearly identifying where on the site the proposed project will take place.

Sanchez Park, 329 Sanchez Avenue

If applicable, please indicate the following:

Address Start: _____ Address End: _____

Linear Feet: _____

Summary of Project:

Provide a detailed description of the project to include the entire scope of work. Elements of the project not included in this section of the application may not be considered once awarded.

This project consists of two areas for improvement, the boat ramp area which is on the west side of the park and the playground driveway which is on the east side. The boat ramp area improvements are to remove the existing shell boat ramp access driveway and shell parking area and replace with ADA compliant parking. The existing paved parking and handicap spaces will remain on the boat ramp and playground areas. The playground driveway area is to remove the existing shell driveway for the east driveway which serves the existing playground area and replace with concrete that will connect into the existing concrete parking area. Minor drainage improvements will also be part of this project.

Planning Status:

Provide a description of where the project is at in the planning phase. Will engineered plans be required for this project? If yes, are those plans completed or underway? If plans are underway, describe when they are set to be completed. Attach relevant documents to support which may include completed plans, a timeline provided by the engineer creating the plans, etc.

The drawings for the driveway, boat ramp and parking improvements layout plans will be completed by City of Ormond Beach Engineering Department by the City Landscape Architect. The drainage improvements will be prepared by independent civil engineering firm, Zev Cohen & Associates, who has prepared plans in the past for City ECHO projects. We recently have solicited a proposal for the drainage improvements. We will have completed bidable plans by early September at the latest.

Project Need and Justification:

Describe the underlying purpose and need for the proposed project, including any alternatives considered, and how the proposed project is intended to address housing and/or community development needs.

Per the Parks & Recreation Analysis, Sanchez Park scored a poor rating on parking and weakness score on unpaved parking and accessways (page 85). A Parks & Master Plan Study conducted in 2022, a needs assessment was conducted and 60% percent of the residents were supportive of upgrading the existing parks which was in the top 3 priorities (pages 126, 127). Per residents' input, they are looking for amenities such as ADA accessibility and connecting sidewalks (pages 170-171). This park is heavily used with nearby residents and connects to Tomoka State Park (page 28). These improvements would greatly increase ADA accessibility, better functionality of the existing boat ramp by paving it and along with paving the existing driveway servicing the playground.

Project Location Status:

Is a project currently underway at the same location (phased project)? Is yes, when will the current phase be completed? What steps are you taking to ensure the current project is substantially completed prior to October 1, 2025?

No, this is not a phased project. Having the plans shovel ready prior to authorization to proceed ensures a project will be completed in a years time. See POA timeline for this project.

Anticipated Accomplishments and/or Outcomes:

Describe the anticipated accomplishments and/or outcomes that are expected as a result of the project once completed.

With these park improvements, maintenance of this park will become easier with eliminating adding shell every year to boat ramp area/parking and playground driveway leading to existing parking spaces. On the boat ramp side, parking will be ADA and connections to existing sidewalks will provide more pedestrian connectivity. New parking area will provide more efficiency to parking with clear designated spaces.

Describe the Designated Service Area and Beneficiaries:

Provide a detailed description, photos, and a map that clearly shows the project site and area that will benefit from the proposed project.

Sanchez Park encompasses 8.41 acres and abuts the banks of the Tomoka River with large shady trees. It has a variety of amenities including a large fishing dock, a boat ramp, picnic tables and grills, a gazebo/pavilion, walking/jogging path, a playground, restrooms, and parking. While residents living in close proximity to the park will benefit from this project, residents throughout Ormond Beach, neighboring cities, Volusia County, and visitors to the area will also benefit.

Existing Conditions and Trends:

Provide a description of existing conditions, the character, features, and resources of the project area as well as any trends that are likely to continue in the absence of the project. Please cite current data to support your response.

This is an 8.41 acre park located along the scenic Tomoka River. This park is frequently used by boaters as Ormond Beach doesn't have many boat ramps for boat launching. The amenities include a restroom facility, small picnic shelter, shell parking, boat ramp, gazebo, outdoor grills, playground and nature trails. Communities throughout the US are recognizing the benefits of developing age-friendly communities. Age-friendly environments foster health and well-being and the participation of people as they age. A trend directly related to Age-Friendly Communities is to improve pedestrian connectivity. (Source cited with Ormond Beach's Park & Recreation Master Plan Study, 2022, page 162-165).

Hours of Operation:

If the project consists of work for a public facility, describe the hours of operation and/or what they will be once construction is completed. If proposed project is not a public facility, put N/A.

Sanchez Park is open sunrise to sunset and will remain the same upon project completion.

C. National Objective

Activity will meet a national objective by: *(choose one of the two options)*



Area Benefit

Uses census tract data to demonstrate at least 51% of beneficiaries are LMI.

(choose one of the two options)

☒ Census tract block group data
or

☐ Income survey conducted by
agency/municipality



Limited Clientele Benefit

Uses data for a certain population within the community.

(choose one of the two options)

☐ Will be income verified
or

☐ Presumed low-income by HUD

Area Benefit: *(if applicable)*

Census Tract	Block Group	Total Population	Low/Mod Population	% Low/Mod Population
--------------	-------------	------------------	--------------------	----------------------

Total SEE ATTACHED.

Limited Clientele Benefit: *(if applicable)*

Qualifying group

Number of persons served

D. Applicant Capacity

Similar Projects:

Describe any similar capital projects previously carried out, and the outcomes. Describe any experience with implementing projects utilizing CDBG or other federal funding sources.

In 2017, CDBG eligible and completed projects included an ADA trail around the lake in Central Park, Fleming Avenue. In 2018, CDBG assisted with an ADA kayak/canoe launch in Central Park, Hammock Lane, and with a playground in 2021 in Central Park, Fleming Avenue. In 2019, CDBG funding assisted with the Ames Park Parking Improvements and in 2020 with the Riviera Park ADA Parking Improvements.

Agency Capacity:

Describe the agency's experience and current capacity to manage a capital project. Describe the agency's capacity to complete a competitive solicitation, oversee grant compliance, and manage contractors.

Ormond Beach is fully staffed and very capable to complete projects from conception to final completion. Each year, numerous capital projects are implemented within Ormond Beach. Our Purchasing Division manages the competitive solicitation process with a project manager and grant project manager handling the project implementation with contractors and grant compliance to meet established timeframes.

Past Contracts:

Has the agency ever been required to return funds because of non-compliance or due to the inability to expend funds during the contract period? If yes, explain the reason why, and how long ago this took place.

No

Feasibility of Maintaining Project:

Explain future maintenance as a result of the project.

The park will continue to be maintained by the City of Ormond Beach.

E. Project Support

Public Support:

Describe the actions that were taken to gather public support for the project. Describe the activities taken to inform the public of the proposed project (public meetings, notices, letters, etc.). Attach copies of proof of public participation including meeting documents, notices, letters of support, etc.

This project has been included as a potential project before the Community Development Block Grant Advisory Board (CDBGAB) (formerly Neighborhood Improvement Advisory Board) for the past year. On February 20, 2025, the CDBGAB held its mandatory public hearing meeting. At its recommendations meeting of March 27, 2025, the Board recommended that this project be submitted for CDBG funding for FY 25-26 and the City Commission approved the submittal of a grant application at its meeting of May 6 with the approval of Resolution 2025-##. All meetings are included on the City's website calendar and are published weekly as a calendar ad in the Daytona Beach News-Journal.

Municipality Support (Non-profit Organizations):

Review the requirements for non-profits as described in the "Funding Application Instructions and Guidance". If you are unable to obtain a letter of support by the application due date, explain in the space below the steps your organization will take to ensure support is provided no later than June 15, 2025. Cities, county departments, and non-profits with project located within unincorporated Volusia County, put N/A.

N/A

Governing Body Support:

Review the requirements for non-profits as described in the "Funding Application Instructions and Guidance". Attach proof of support by the applicant's governing body. If you are unable to obtain approval by the application due date, explain in the space below the steps your organization will take to ensure support is provided no later than June 15, 2025. Non-profits without a governing body or board, put N/A.

Resolution 2025-## is attached.

F. Project Timeframe

Implementation Responsibility:

Who will be implementing the construction of the proposed project?

- ☐ Agency/Municipality Employees
☒ Contractor
☐ County of Volusia Employees (only applies to internal departments/divisions)

Comments about implementation responsibility (if needed):

Plan of Action:

Plan of Action (POA) below will become part of the Subrecipient Agreement if project is approved. Clearly explain who created the POA provided below (i.e. purchasing analyst, public works director, etc.), what factors were considered, what is unique to this project timeline, and note any potential concerns or delays. Projects that show proof of being shovel ready by October 1, 2025 will be prioritized. See application instructions for an example POA.

Cara Culliver, Principal Landscape Architect, prepared the Plan of Action and serves as the project manager for many of the City's capital projects.

CDBG FY 2025/26 Plan of Action		
Milestones	Planned Date	Notes (not required)
Authorization to Proceed (ATP) Received	10/1/25	Remaining dates will adjust if ATP is not received by this date
Technical Design & Procurement Documents Complete	9/30/25	
Complete Solicitation Package Submitted to Volusia County	10/01/25	
Solicitation Package Approved by Volusia County (Allow one week)	10/13/25	
Solicitation Advertised	11/23/25	
Pre-Solicitation Meeting	12/11/25	
Solicitation Opening	12/22/25	
Contract Award	2/03/26	
Pre-Construction Meeting	2/10/26	
Issue a Notice to Proceed	2/16/26	
Project Start Date	2/16/26	
Project Completed	6/16/26	
All Reimbursement Requests Submitted to Volusia County	8/03/26	

G. Project Budget

Applicants must either fill out the following budget or attach an additional budget.

Budget Categories	Project Cost Estimate	Sources of Funds		
		CDBG Funds	Applicant Funds	Other:
		AMOUNT	AMOUNT	AMOUNT
Materials Costs	\$260,400	\$260,400	\$	\$
Labor Costs	\$173,600	\$173,600	\$	\$
Engineering Services	\$8,500	\$8,500	\$	\$
Other: <u>Concrete Testing</u>	\$2,500	\$2,500	\$	\$
Other: <u>Permits/Bonds</u>	\$5,000	\$5,000	\$	\$
Other: _____	\$	\$	\$	\$
SOURCE TOTAL (Column total)		\$450,000	\$	\$
TOTAL PROJECT COST (the total project costs, all funding sources)	\$450,000			

Please note, due to the grant-based accounting method used by HUD, funds cannot be transferred between fiscal years. As a result, remaining program year balances that are less than \$1,000 will revert to countywide funds.

Description of Budget:

Explain the budget above. Include the resources that will be used for the project prior to reimbursement, any potential funding concerns, completeness of budget given, and estimates used. Backup documentation for the budget amounts should be available upon request. If the project is to be implemented by the county, attach correspondence with relevant County of Volusia department stating the budget reasoning.

The budget was developed by the Engineering Department based on other similar projects.

Leveraged Funds:

Clearly explain what funds, if any, are being used to match CDBG funds for the project. If any funds are anticipated, but are not currently in hand, please note that here (ex: pledges).

No matching funds are being proposed. City staff will prepare the bid package and handle all aspects of the bidding process in coordination with Community Assistance.

Outstanding Balance:

Explain any remaining CDBG balances from prior year capital projects.

Currently, the City of Ormond Beach has CDBG funds remaining in FY 21-22 of \$9,126.75 and \$31,179 in FY 22-23 which were approved for a new eligible activity of the Division

Avenue Sidewalk Improvement. This project is expected to be complete in November. For FY 24-25, \$169,544 is available for the Military Blvd. Sidewalk Improvement with \$103,596 available in City funding for a total project cost of \$273,140. This project is expected to be complete in December. Also in FY 24-25, \$343,259 is available for the Central Park Boardwalk and Trails project which was approved in an open CDBG application cycle held in the summer of 2024. The total project cost of this project is \$410,000, with the City of Ormond Beach providing \$66,741. This project is expected to be complete in December.

H. Procurement

Eligible procurement:

Purchases must be handled fairly and in a manner that encourages full and open competition; documentation must be maintained that demonstrates this. Additionally, subrecipients or subgrantees are required to abide by the strictest of the following when purchasing services, supplies, materials, or equipment:

- The municipality or agency purchasing and procurement policy
- All applicable federal procurement rules, most specifically those contained in 24 CFR 85.36
- A Volusia County CDBG entitlement program threshold of \$50,000 for small purchases, which will be outlined in the FY 2025/26 Subrecipient Agreement. Purchases above this threshold must be awarded through a formal competitive bid or proposal process, even if the limit established in the subrecipient's or subgrantee's procurement policy allows a higher threshold for a formal competitive bid.

Please note: Approval of the application including the process outlined below does not eliminate the requirement to approve all steps of the project procurement and implementation with Community Assistance prior to moving forward, this is mandatory to ensure that projects remain compliant and eligible for CDBG reimbursement.

Method of Procurement to be Used for this Project:

Include the name of the procurement method, a brief summary of the steps that will be taken, and a reference to the procurement policy of the agency or municipality implementing the project. Attach the page of the policy that applies to the reference to this submission.

The City will use a formal bidding process.

Procurement Reasoning:

Clearly explain why the method of procurement noted above is the best choice for this project.

The City's procurement policy requires purchases over \$25,000 to use a formal bidding process.

Procurement Management:

Explain who will be responsible for implementing the procurement method above, including their position. Explain past solicitations completed that show the capacity to complete a competitive solicitation (how it was advertised, type of projects, dollar amounts of projects, etc.).

Cara Culliver, Principal Landscape Architect, will be responsible for procurement. Cara serves a project manager for a variety of City capital projects.

I. Certification of Construction Need

The purpose of this form is to differentiate between the two categories of public facility or infrastructure projects shown below:

- Maintenance of a public facility or infrastructure, and
- Necessary rehabilitation of a public facility or infrastructure.

The agency or municipality that is implementing the proposed capital project must designate an employee to confirm which category, from the two listed above, of which the project best fits. The employee should have the knowledge and experience to make an informed determination and explanation regarding the proposed project, the facility, the past use, and the current condition.

Agencies and municipalities should exercise reasonable judgment in choosing an employee to certify the construction need of a project. It is not the intent of the entitlement community, County of Volusia, to have the agency or municipality incur any additional costs or to hire outside experts. Due to the vast differences in the organization of different agencies and jurisdictions, specific employee positions cannot be defined. A certification completed by the CDBG contact(s) for the agency or municipality would not be appropriate. Please discuss potential certifications with Volusia County if you have any questions or concerns.

Name and Title of Certifying Employee: Alex Schumann, City Engineer

Email

Phone

Address: Alex.Schumann@ormondbeach.org Number: 386-676-3302

Proposed Project Title: Sanchez Park Improvements

Project should be classified as:

☐ Maintenance ☐ Deferred Maintenance ☐ Rehabilitation ☒ New Construction

Reason for determination given:

Attach additional pages or documentation as needed.

Alex Schumann

Certifying Employee Printed Name

Certifying Employee Signature

5/6/2025

Date

J. Conflict of Interest Statement

Please read and sign at the bottom of the next page, signifying that you have read and agree to adhere to the following policy. Also, please disclose any potential conflicts including any boards or committees currently serving on, any private companies owned by you or members of your Board of Directors, and any other potential conflicts.

(a) *Applicability.* (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

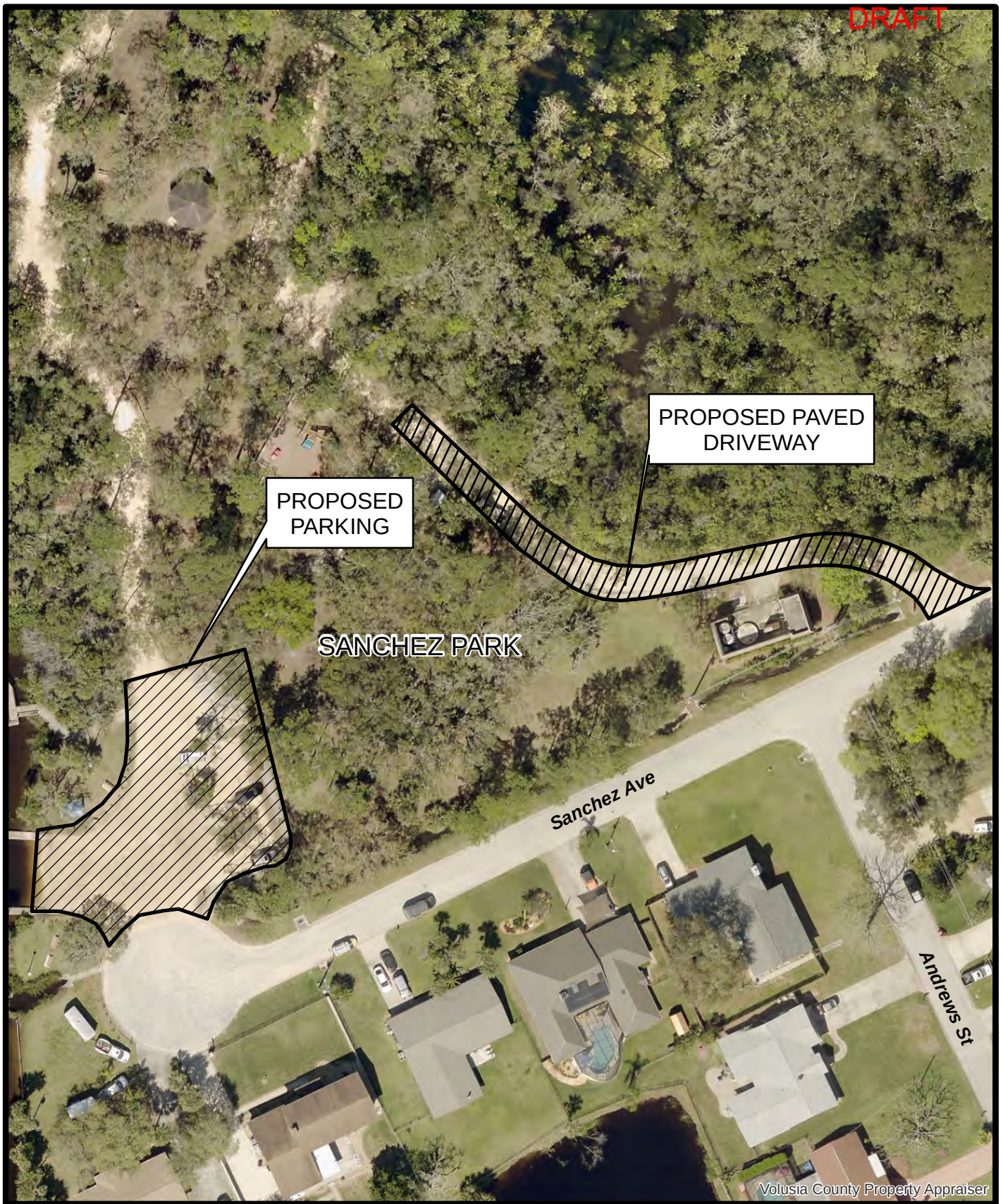
(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) ***Threshold requirements.*** HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

DRAFT



PROPOSED
PARKING

PROPOSED PAVED
DRIVEWAY

SANCHEZ PARK

Sanchez Ave

Andrews St

Volusia County Property Appraiser



**SANCHEZ PARK
PAVED DRIVEWAY AND PARKING
CDBG - 2025**

Prepared By: The City of Ormond Beach
G.I.S. Department - March 24, 2025



Sanchez Park



Sanchez Park



Sanchez Park



Sanchez Park



Sanchez Park



Sanchez Park



Sanchez Park



Sanchez Park



Sanchez Park



THE DAYTONA BEACH
NEWS-JOURNAL

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Loretta Moio
 City Of Ormond Beach
 Po Box 277
 Ormond Beach FL 32175-0277

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

02/12/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 02/12/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$146.64
 Tax Amount: \$0.00
 Payment Cost: \$146.64
 Order No: 11010057
 Customer No: 465000
 PO #:

of Copies:
 1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
 Notary Public
 State of Wisconsin

**CITY OF ORMOND BEACH
 PUBLIC NOTICE**

**Community Development Block
 Grant (CDBG) Program**

Notice is hereby given that the City of Ormond Beach will hold a Community Development Block Grant Advisory Board meeting on Thursday, February 20, at 6:00 p.m. in Conference Room 103, located at 22 South Beach Street, Ormond Beach, Florida. This is a public hearing whereby the public is invited to present comments and suggestions on program activities, budgeting and planning for future grants related to the Community Development Block Grant Program for fiscal year 2025-2026. For information, please contact Loretta Moio, Grants Coordinator, at 676-3315. Persons with a disability, such as vision, hearing or speech impairment, or persons needing other types of assistance, and who wish to attend this meeting may contact the City Clerk in writing, or may call 677-0311 for information regarding available aids and services.

By: CITY OF ORMOND BEACH
 L# 02/12/2025, 1T

**CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD
MEETING**

**February 20, 2025
Commission Conference Room
22 South Beach Street
Ormond Beach, FL**

6:00 P.M.

CALL TO ORDER – ROLL CALL

Members present were: Josh Pringle, Frank Ganz, Jessica Adjemian, Jennifer Haines
Member Margaret Sharifi resigned on February 19, 2025.

Staff present were: Grants Coordinator Loretta Moisio, Principal Landscape Architect
Cara Culver and Recording Secretary Ida Hop.

Public in attendance was: Ms. Barbara Williams, Mrs. Terri Hamsher and Mr. Garth
Hamsher

Mr. Pringle called the meeting to order at 6:00 pm.

Mr. Pringle on behalf of the Board, thanked Ms. Sharifi for her ten years of dedicated
service to this Board.

Mr. Pringle noted he and Ms. Moisio gave an overview to Ms. Haines on the roles and
responsibilities of this Board.

APPROVAL OF MINUTES – January 30, 2025

Ms. Ganz moved, seconded by Ms. Adjemian, to approve the minutes of the
January 30, 2025, meeting. The motion passed unanimously.

DISCUSSION

Mr. Pringle stated this is the public hearing for FY 2025-26 allocation of funds from the
Community Development Block Grant (CDBG).

Ms. Moisio presented a brief overview of the CDBG process for this the upcoming fiscal
year which begins October 1, 2025, and extends through November 30, 2026. She
continued the projects need to be vetted and approved environmentally and for eligibility
through Volusia County and then through the Department of Housing and Urban
Development (HUD) which makes the final determination as to project eligibility.

Ms. Moisio stated there are two types of projects utilizing the CDBG grant: Capital
Projects and Public Service projects, which has a 15% cap of the total funding allocation.

Funds for capital projects can be used for low mod income areas and for ADA projects within the City.

Mr. Pringle mentioned capital projects must be used within the fiscal year and were not for ongoing projects, and funds for Public Service cannot be for the same project year after year. The Board should use the current allocation of \$199,463 as the anticipated allocation of as the basis for the next fiscal year.

AUDIENCE REMARKS

Ms. Terri Hamsher, 501 Laurel Drive, Ormond Beach commented on the sidewalks on Fleming Avenue and inquired if CDBG funds could be used to make it ADA compliant with ramps for accessibility for a neighbor in a wheelchair to get across the street.

CDBG PLANNING

Ms. Donna Dooley, Interim Executive Director of Halifax Urban Ministries, 1340 Wright Street, Daytona Beach, thanked the Board for past support and presented a proposal requesting CDBG funding for the next fiscal year for a new position of a Chaplain as part of its Visions of Hope program.

UPDATES

MEETING DATES

- March 27, 2025 - Board Recommendations Meeting
- April 17, 2025 - Regular Meeting
- July 17, 2025 - Regular Meeting
- October 16, 2025 - Regular Meeting

ADJOURNMENT

The meeting adjourned at 6:38 p.m.

Respectfully Submitted:

Ida Hop, Recording Secretary

Attest:

Josh Pringle, Chairman

**CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD
MEETING**

**March 27, 2025
Commission Conference Room
22 South Beach Street
Ormond Beach, FL**

6:00 P.M.

CALL TO ORDER – ROLL CALL

Members present were: Josh Pringle, Frank Ganz, Jessica Adjemian and Jennifer Haines.

Staff present were: Grants Coordinator Loretta Moio, Principal Landscape Architect Cara Culliver and Recording Secretary Ida Hop.

Public in attendance was: Ms. Barbara Williams.

Mr. Pringle called the meeting to order at 6:00 pm.

APPROVAL OF MINUTES – February 20, 2025

Ms. Ganz moved, seconded by Ms. Adjemian to approve the minutes of the February 20, 2025, meeting. The motion passed unanimously.

AUDIENCE REMARKS

No Audience Remarks.

CDBG FY 2025-2026 PROGRAM CHANGES

Ms. Moio stated the significant changes to the CDBG Program for FY 2025-2026. She stated that CDBG funding will be determined through a competitive application process to the County, with applications due by May 7. Capital project requests must be supported by the City Commission and cannot be less than \$100,000.00 and must be shovel ready by October 1, 2025.

Discussion among the Board on the two projects recommended by Ms. Culliver include the Sanchez Park improvements and the Forest Hills sidewalk improvement which would most benefit the citizens of the City.

CDBG FY2025-2026 RECOMMENDATION

Ms. Adjemian motioned, seconded by Mr. Ganz, to recommend to the City Commission the Sanchez Park Improvement Project for CDBG Funding for FY 2025-2026. The motion passed unanimously.

UPCOMING REGULAR MEETING DATES

The Board agreed that since the application for FY 2025-2026 is due May 7, the April 17 regular meeting should be cancelled.

July 17, 2025 – Regular Meeting

October 16, 2025 – Regular Meeting

ADJOURNMENT

The meeting adjourned at 6:20 p.m.

Respectfully Submitted:

Ida Hop, Recording Secretary

Attest:

Josh Pringle, Chairman



A Guide for Contractors and Suppliers
rev. October 2022

Introduction	The Purchasing Office should be your first point of contact with the City. Our role is to bring together users and suppliers to ensure that the City receives the best value for the services, materials, supplies and equipment needed to effectively and efficiently operate the City. We are here to help you understand how best to do business with the City of Ormond Beach. As can be expected, there are rules to follow and we will do our best to inform you of these rules, or as we call them, the City's <u>Code of Ordinances</u>. Should you ever have a question or concern we encourage you to contact the Purchasing Coordinator directly at (386) 676-3223. We hope you will find this information helpful. One of the unique things about working with the City is that we are local government; therefore, we are accountable to various elected officials, auditors and most importantly, taxpayers. Consequently, everything we do is considered "public information" and may be subject to public inspection. As a result, we believe the best way to protect the interest of the citizens we serve is to deal ethically, fairly and objectively with all vendors, contractors and suppliers.
Vendor List and Internet-Based Bidding System	The City of Ormond Beach utilizes the services of DemandStar.com to maintain our vendor database and issue all requests for bids and RFP's. Vendors wishing to be placed on the City of Ormond Beach's vendor list and receive automatic notification of bids and RFP's are encouraged to register with DemandStar.com. For more detailed information, please refer to the page titled "<u>Internet Based Bidding</u>," or visit the DemandStar.com website at www.demandstar.com. You may also contact them by phone at (206) 940-0305.
Purchasing Thresholds	The Purchasing Office has the responsibility of conducting City business in a professional manner. Each department has funds allocated to it; however, from a purchasing perspective, there is only one kind of money, the public's money. The City's operating funds comes from local taxpayers, State and Federal governments, various fees, grants, special activities, etc. Therefore, all purchases no matter how large or small must be made in accordance with the City's established Code of Ordinances. The City's <u>Code of Ordinances</u> dictates what method of procurement that must be used for each type of purchase: Purchases from \$2,500 - \$24,999 — requires 3 Written Quotes Purchases over \$25,000 — requires Formal Bid or Request for Proposal It is against the City's Purchasing Ordinance to split a purchase into two or more orders to avoid the \$2,500 limit and related requirement for three verbal quotes. Local vendors are provided with a list of City employees who are authorized to make purchases under \$2,500 without a purchase order. The list is updated regularly.

Competitive Solicitations	In general, price competition is the best way to make money go further. That is why we advocate competition "wherever practicable" in an effort to promote fairness and better pricing. Written Quotes are required when the purchase is over \$2,500 but less than \$24,999. Again, the using department will generally contact the suppliers for quotes and prepare a purchase order for approval by the appropriate authorities. Copies of the written quotes will be attached to the purchase order. Formal Solicitation is required when the purchase is anticipated to exceed \$25,000. There are two basic types of formal solicitations: 1. Invitation to Bid (ITB) 2. Request for Proposal (RFP) Both the ITB and RFP require advertisement in the local newspaper and may also be advertised in other area newspapers and professional trade journals. The intent with these solicitations is to generate as much involvement as possible with qualified suppliers. There are some significant differences between the ITB and RFP. The primary difference is award criteria. Generally, the ITB is awarded to the lowest responsive and responsible bidder. In other words, the bidder who submits a bid that meets all of the requirements and specifications of the ITB at the lowest overall cost. On the other hand, the RFP is typically awarded to the responsive and responsible respondent receiving the highest overall ranking, as decided by a selection committee. During the RFP evaluation process, the top ranked respondents may be asked to give a formal presentation to the committee. Additionally, the price and other terms of agreement may be negotiated with the firm receiving the highest overall ranking by the committee.
Brand Name and Substitute Items	The City is always seeking the best value for the money. Occasionally, a brand name is used in specifications to establish a standard grade or quality and will generally be followed by the words "or equal.". The City will consider any substitute item(s) that meet or exceed all the requirements of the specifications. It is the supplier's responsibility to provide all the information on any substitute item(s) they use in their bid. The City reserves the right to review and either accept or reject any substitute item(s).
Questions on Specifications	Questions pertaining to an ITB or RFP should be directed to the Purchasing Coordinator at (386) 676-3223, or to the City's Project Manager, if so listed. The City will frequently hold a public "prebid" or "preproposal" meeting to review the specifications and answer any questions prior to the ITB or RFP opening date. When appropriate, a site visit may be conducted following the "prebid" or "preproposal" meeting. We strongly encourage all prospective bidders or respondents to attend these meetings. When revisions or clarifications to the ITB or RFP are necessary, the City will issue an addendum. An addendum is a written document that modifies the ITB or RFP and becomes part of the ITB or RFP documents. Sometimes it is necessary to issue

	more than one addendum. Each bidder on the list of bidders (or plan holders list) will receive a copy of each addendum. All addenda need to be acknowledged on the appropriate page of the ITB or RFP document when submitting a bid or proposal.
Insurance Requirements	The City of Ormond Beach requires anyone who is performing any work on City owned property to provided the following forms of insurance: General Liability Automobile Liability Workers Compensation The amount of the coverage for each of these forms of insurance depends on the total dollar value of the contract. Please read the ITB or RFP specifications and check with your insurance agent to make sure that you comply with all of the City's insurance requirements before submitting your quote, bid or proposal.
Submitting Your Bid	Be sure to read the entire bid package and complete all the required documents. Check the figures to make sure that the unit prices and the extended amounts agree. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail. Likewise, if there is a discrepancy between the amount shown in numbers and the amount shown in written words, the written words will prevail. Be sure to SIGN YOUR BID OR PROPOSAL BEFORE YOU SUBMIT IT. ITB and RFP opening times are strictly adhered to. Any bids or proposals submitted after the time specified in the ITB or RFP, or in an addendum, will NOT BE ACCEPTED and will be returned to the bidder unopened. Faxed or other electronically submitted bids or proposals are NOT ACCEPTABLE. All bids or proposals need to be delivered to the City as specified in the bid or proposal specifications.
Mistake in Bidding	If you realize that you have made a mistake in your bid or proposal prior to the bid opening date and time, you may take your bid back and correct it and resubmit it before the bid opening date and time, or you may submit a sealed statement clarifying the error before the bid opening date and time. Bids and proposals CAN NOT be corrected or withdrawn after the bid opening date and time.
What is "Piggybacking?"	In short, "piggybacking" refers to using competitive bids obtained by other governmental entities. The City may utilize a competitive bid solicited by any other municipal, county, state, federal governmental agency, any combination of such agencies or any other competitive bid deemed to be in the best interest of the City. By piggybacking other bids the City can avoid the time consuming process of soliciting bids for the same commodity or service. We also purchase directly off the State Term contract, which, as the name implies, are bids solicited and awarded by the State of Florida, Department of Management Services. The State of Florida also offers a State Negotiated Agreement Price Schedule (SNAPS agreement), which permits, but does not obligate, us to purchase supplies and services without soliciting bids or quotes. Please advise us of any Term contracts or SNAPS agreement you have been awarded by the State of Florida, or of contracts that have been awarded to you by other governmental entities.
Award	Once quotes, bids, or proposals are received, the department requesting the purchase will be involved in evaluating the results. For purchases under \$25,000 the

	City Manager or her designee will approve the purchase. For purchases valued at \$25,000 or more the City Manager will make a recommendation to the City Commission who, in turn, will vote on the award at a scheduled City Commission Meeting. Once an award is made, a purchase order or a written contract is prepared with all the supporting documentation (i.e. insurance certificates, payment and performance bonds) attached. The appropriate parties then sign the purchase order or written contract document, and the order is placed.
Payment	Payments are made from approved invoices. To avoid delays, submit a complete invoice that includes: the purchase order number, if applicable, a description of the item(s) or service, who received the item(s) or service, and the quantity, unit price, delivery charges and total price, along with any discount terms that may apply. The City will make payments in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII. The City usually makes payments within 30 days after receipt of an approved invoice.
Submit Invoices To:	City of Ormond Beach Accounts Payable, Finance Department P.O. Box 277 Ormond Beach, FL 32175-0277

Sanchez Park



Acreage: 8.41 Acres
Park Type: Civic Park
Overall Rating: Poor

Sanchez Park

Restrooms
Entrance Sign
Small Picnic Shelter
Parking
Boat Ramp/Transient Dock
Boardwalk with benches
Picnic Tables
Benches with backs
Gazebo
Outdoor Grill
Drinking Fountain
Playground & Swings, etc.
Nature Trails

Number/Size	Condition		
	Good	Fair	Poor
W:4/M:4	✓		
1		✓	
17			✓
1	✓		
1			✓
13	✓		
2	✓		
1	✓		
1		✓	
1		✓	
1	✓		
			✓

Current Facility Strengths:

- Beautiful waterfront site with “state park” feeling
- Restrooms

Current Facility Weakness:

- Nature Trails are Overgrown & Unmaintained
- Boardwalk is aging & needs repair
- Parking is unpaved
- Park is subject to flooding & drainage issues

Possible Improvements:

- Improve sense of arrival/provide new signage.
- Repair boardwalk, handrails, benches. etc.
- Add drinking fountain(s).
- Provide grounds enhancements, and defined walks/paths

Level of Agreement with the Following Three Statements from Strongly Agree to Strongly Disagree

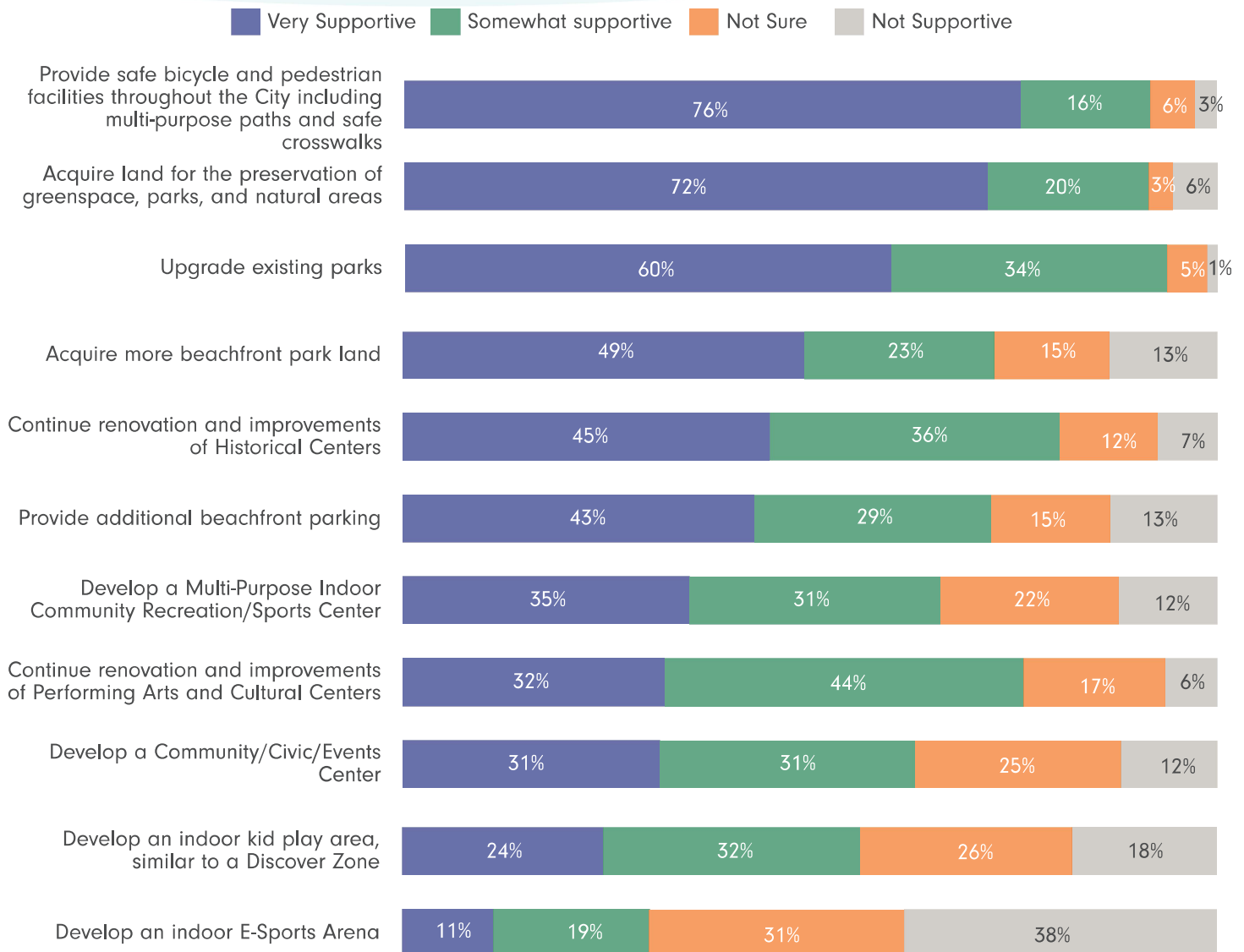


Figure 2.2.2x: Actions that the City of Ormond Beach Could Take to Improve the Parks and Recreation System that Respondent's Households Indicated they Would be VERY SUPPORTIVE, SOMEWHAT SUPPORTIVE, NOT SURE, or NOT SUPPORTIVE

Ranking of Actions that Respondents would be VERY SUPPORTIVE or SOMEWHAT SUPPORTIVE of

	1st Choice	2nd Choice	3rd Choice	4th Choice
1st Amenity	Acquire land for the preservation of greenspace, parks, and natural areas	Acquire land for the preservation of greenspace, parks, and natural areas	Upgrade existing parks	Upgrade existing parks
2nd Amenity	Provide safe bicycle and pedestrian facilities throughout the City including multi-purpose paths and safe crosswalks	Provide safe bicycle and pedestrian facilities throughout the City including multi-purpose paths and safe crosswalks	Provide safe bicycle and pedestrian facilities throughout the City including multi-purpose paths and safe crosswalks	Develop a Multi-Purpose Indoor Community Recreation/Sports Center
3rd Amenity	Upgrade existing parks	Upgrade existing parks	Continue renovation and improvements of Historical Centers	Acquire more beachfront park land/ Continue renovation and improvements of Historical Centers/ Continue renovation and improvements of Performing Arts and Cultural Centers
4th Amenity	Continue renovation and improvements of Historical Centers	Acquire more beachfront park land	Acquire more beachfront park land	Provide safe bicycle and pedestrian facilities throughout the City including multi-purpose paths and safe crosswalks

Figure 2.2.2y: Top FOUR(4) Actions That Respondent's Would Support the Most

2.3 Findings Summary

Based on all the needs assessment techniques, the following section provides a summary of the top priority parks and recreation needs for the City of Ormond Beach.

Figure 2.3a below indicates how the findings from the statistically-valid survey - the most reliable and credible of the needs assessment techniques, with the largest sample size - are validated by many of the other techniques.

TOP PRIORITY ACTIONS

- Provide safe bicycle and pedestrian facilities in the City
- Upgrade existing parks
- Acquire land for preservation of greenspace parks, and natural areas
- Continue renovation and improvements of Historical Centers
- Provide additional beachfront parking
- Acquire beachfront park land
- Continue renovation and improvements of Performing Arts & Cultural Centers

TOP PRIORITY FACILITIES/AMENITIES

- Unpaved walking & hiking trails
- Off-beach parking
- Beachfront Parks
- Natural areas/nature parks
- Paved multi-purpose
- Public wi-fi
- Outdoor stage/amphitheater
- Dog park

NEEDS ASSESSMENT TECHNIQUE:	1. Statistically Valid Survey	2. On-line Survey	3. Level-of-Service Analysis + Benchmarks	4. Public Meeting	5. Stakeholder Interviews	6. Focus Group Interviews	7. Joint Advisory Board	8. Park Site Evaluations
HIGH PRIORITY ACTIONS:								
#1. Provide safe bicycle and pedestrian facilities in the City	●	●	●	●	●	●	●	-
#2. Upgrade existing parks	●	●	●	-	●	-	●	●
#3. Acquire land for preservation of greenspace, parks, and natural areas	●	●	●	●	●	●	●	-
#4. Continue renovation and improvements of Historical Centers	●	●	●	-	-	-	-	●
#5. Provide additional beachfront parking	●	●	●	-	●	-	-	-
#6. Acquire more beachfront park land	●	●	●	-	●	-	-	-
#7. Continue renovation and improvements of Performing Arts & Cultural Centers	●	●	●	-	-	-	●	●
HIGH PRIORITY FACILITIES/AMENITIES:								
#1. Walking and hiking nature trails	●	●	-	●	-	●	-	-
#2. Off-beach parking	●	●	-	-	-	-	●	-
#3. Beachfront Parks	●	●	●	-	-	-	●	-
#4. Natural areas/nature Parks	●	●	-	●	-	●	●	-
#5. Paved multi-purpose trails	●	●	-	●	-	●	●	-
#6. Public-wifi	●	●	-	-	-	-	●	-
#7. Outdoor stage/amphitheater	●	-	●	-	-	-	●	-
#8. Dog Park	●	-	●	-	-	-	-	-

FIGURE 2.3a: Findings Summary and Comparison

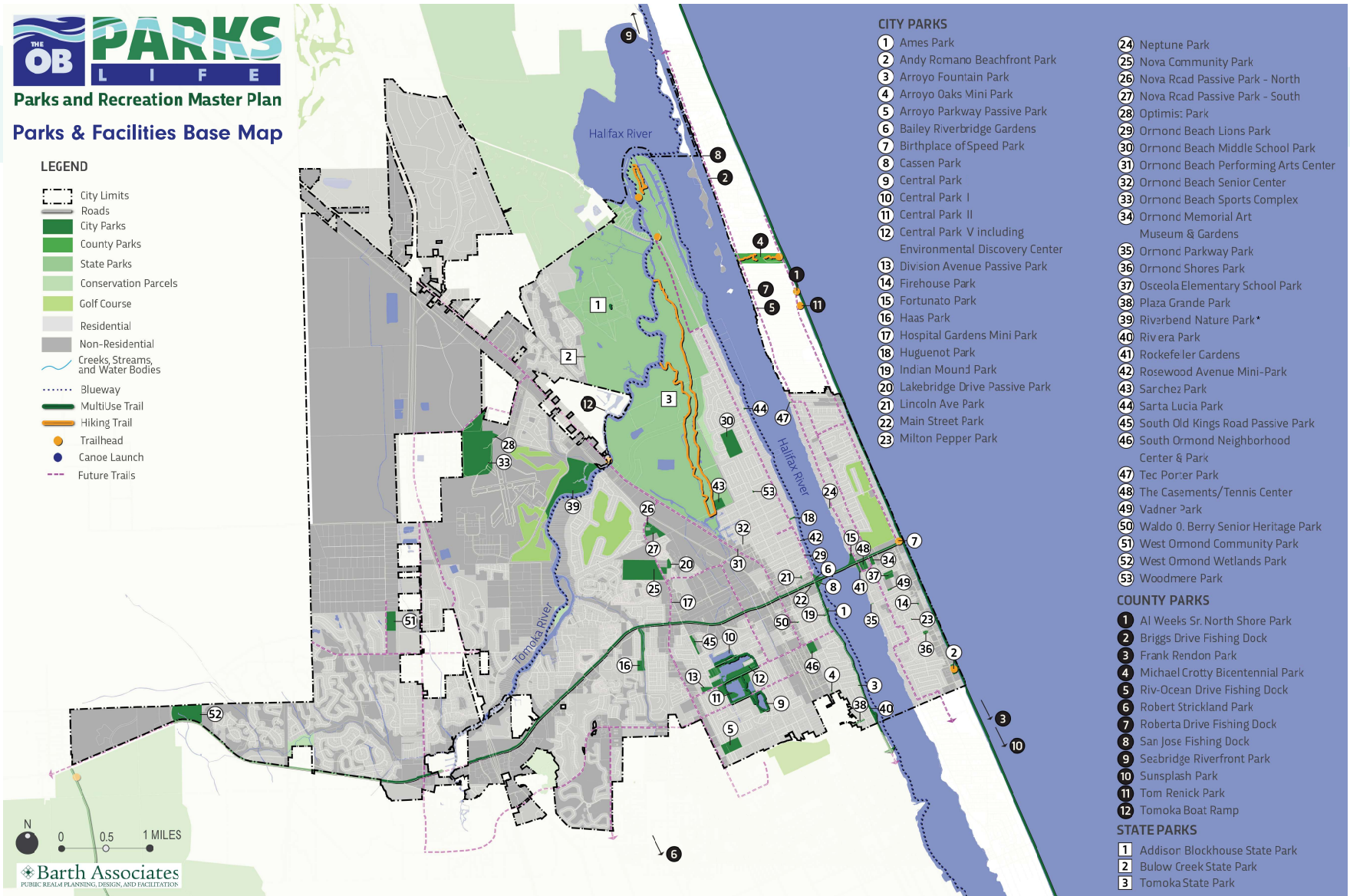


FIGURE 1.4.2b: Parks & Recreation Facilities Base Map

*Note: Property is operated within a leasehold area upon airport property as a prospective use.

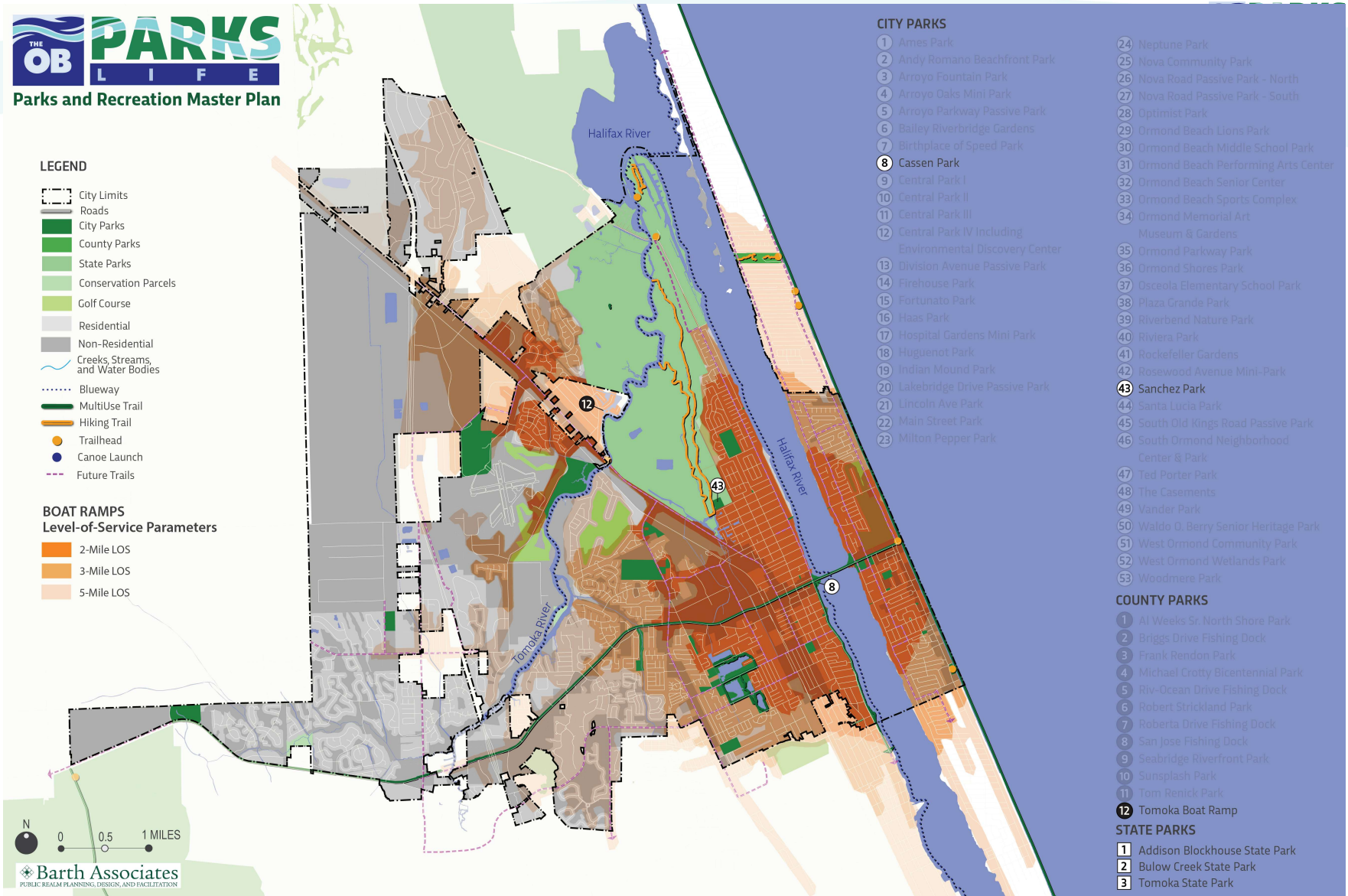


FIGURE 2.2.3n: Boat Ramp Access LOS Analysis - 2 mile, 3 miles, 5 miles

2.2.7 Trends

AGE-FRIENDLY COMMUNITIES

Communities throughout the US are recognizing the benefits of developing age-friendly communities. The World Health Organization (WHO) states that "age-friendly environments foster health and well-being and the participation of people as they age. They are accessible, equitable, inclusive, safe and secure, and supportive. They promote health and prevent or delay the onset of disease and functional decline. They provide people-centered services and support to enable recovery or to compensate for the loss of function so that people can continue to do the things that are important to them" (<http://www.who.int/aging/projects/age-friendlyenvironments/en/>).

The American Association of Retired Persons (AARP) Network of Age-Friendly Communities targets eight "domains of livability," including:

- 2.1 Outdoor spaces and buildings: availability of safe and accessible recreational facilities
- 2.2 Transportation: Safe and affordable modes of private and public transit
3. Housing: Range of housing options for older residents, the ability to age in place and home modification programs
4. Social participation: Access for older adults to leisure and cultural activities, and opportunities for social and civic engagement with both peers and younger people
5. Respect and social inclusion:

John Crompton at Texas A & M notes that "seniors are moving from being a relatively small fringe group to being a large central focus" of parks and recreation service.

"Five changes in the status of seniors suggest that recreation and park departments should...move them to the center of their service efforts: extension of active retirement time, enhanced discretionary income, contributions to economic development, enhanced leisure literacy and disproportionate political influence".



Programs to promote ethnic and cultural diversity, as well as multi-generational interaction and dialogue

6. Civic participation and employment: Paid work and volunteer activities for older adults, and opportunities to engage in the creation of policies relevant to their lives
7. Communication and information: Access to technology that helps older people connect with their community, friends and family
8. Community support and health services: Access to home care services, health clinics and programs that promote wellness and active aging

This trend has direct implications for communities in the

southeastern United States. Seniors are living longer and staying more active than ever before, requiring recreational facilities and activities such as pickle ball courts and fitness classes. They also desire better multi-modal access to parks and recreation centers, particularly by bike or transit. They have more free time and are better connected than previous generations, and want to be kept informed via social media and the internet.

IMPROVED CONNECTIVITY

A trend directly related to Age-Friendly Communities is improved connectivity. Historically, many suburban communities like The City of Ormond Beach emphasized winding streets and cul-de-sacs rather than interconnected streets and sidewalks. Instead of an interconnected street and sidewalk network, wide 4-6 lane collector and arterial roads were built to accommodate automobile traffic with

little regard to pedestrian or bicycle connectivity. Auto-dependent, congested communities were the result.

Trends such as Smart Growth, New Urbanism, and Complete Streets have been developed over the past two decades to try to reverse the suburban development patterns and improve connectivity. State Departments of Transportation, once leading proponents of just “moving cars”, now promote “complete streets”. Smart Growth America notes:

Complete Streets are streets for everyone. They are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Complete Streets make it easy to cross the street, walk to shops, and bicycle to work. They allow buses to run on time and make it safe for people to walk to and from train stations.



(Source: www.gardner-ma.gov/730/Complete-Street)

FIGURE 2.2.7a: Complete Streets Diagram

There is no singular design prescription for Complete Streets; each one is unique and responds to its community context. A complete street may include: sidewalks, bike lanes (or wide paved shoulders), special bus lanes, comfortable and accessible public transportation stops, frequent and safe crossing opportunities, median islands, accessible pedestrian signals, curb extensions, narrower travel lanes, roundabouts, and more.

This trend also has direct implications for the City of Ormond Beach Parks and Recreation Master Plan; residents ranked walking and biking trails as one of their top parks and recreation priority. This is consistent with findings from other needs assessments in communities throughout the United States.

ACCESS TO NATURE

Nationally, there is a desire for closer connection with nature in response to higher population densities, increasing congestion, and loss of environmental lands. In fact, during the COVID-19

Pandemic, now more than ever, park agencies across the country are seeing increased park use and an increased desire for residents to be out in nature.

Richard Louv notes in *Last Child in the Woods* that adults are the predominant users of natural lands, and that today's youth are losing any sense of connection with nature: "in the space of a century, the American experience of nature [...] has gone from direct utilitarianism to romantic attachment to electronic detachment." In response he calls for a new back-to-the-land movement, including green cities and towns "that, by their very design, reconnect both adults and children to nature."

Numerous researchers and authors have noted the increasing lack of connection between Americans and the natural environment, and the need to make conservation more relevant to the citizens who must fund and support it. In an April 2014 interview with the National Recreation and Park Association (NRPA), Director of the U.S. Fish and Wildlife Service (FWS) Dan Ashe stated that "building a connected conservation



constituency is a priority for the entire Service. This is grounded in the notion that we have to make conservation relevant to all American citizens, people who are becoming increasingly urban and increasingly disconnected from nature and wildlife. We have been trying to achieve this for years, and in my mind, it has been largely unsuccessful. Connecting to a new generation of Americans is vital. It is a vision that respects diversity and engages people in conservation stewardship. And there are abundant opportunities for cooperation to do this in city parks, local parks and state parks. We understand that much of this effort needs to be local.” In order to reconnect residents to natural areas – and maintain their support for public spending- public agencies need to focus on creating quality outdoor experiences for all age groups. For kids, this may mean programs and activities that allow them the freedom to run around, have fun, explore, and get dirty. For adults, it may mean a greater focus on safety and security, clean facilities (e.g. restrooms), and interesting educational and fitness programs. Ease of access is important

to all users, as studies show that closer proximity equates to higher levels of use.

SPORTS TOURISM AND TRAVEL BALL

Traditionally, local communities such as the City of Ormond Beach have focused on providing ball fields for youth/ adult recreational league practice and games. Coaching and training were provided by parents and other volunteers, with a focus on sportsmanship, fundamental skills, safety, and life lessons. The most talented and competitive kids graduated to middle school and high school athletics programs.

With the advent of highly competitive, regional travel teams over the past two decades, participation in recreational leagues has declined. According to a national study by the Sports Fitness Industry Association, “participation among kids ages 6-to-17 has declined more than 9 percent in the last five years.” Meanwhile “with the best coaching, training and competition, the number of families shifting from community rec leagues to traveling



5. Improvements to Existing Parks

EXISTING CONDITIONS AND NEEDS

The City operates and maintains 53 parks totaling 603 acres. These spaces range from small pocket parks such as Firehouse Park, Vander Park, and Neptune Park to larger parks that function as neighborhood or community parks such as Ames Park, Fortunato Park, and South Ormond Neighborhood Center & Park.

Based on the site evaluations of the City's parks discussed in Section 1.4.3, it appears that the City's parks are meeting residents' expectations. While the system exhibited many strengths, there are opportunities to enhance the quality of the City's parks as well as provide more amenities, facilities, and things to do for residents of all ages and abilities.

VISION

The City's vision is to upgrade its existing parks in response to the site evaluations conducted by city staff and consultants (Section 1.4.3); residents' priority needs (Section 2.0); and the guiding principles previously outlined. It is a general goal to improve all the City's parks to the same level of quality as Andy Romano Park, The Casements, and other parks that scored a 4.0 or higher on the site evaluations (Section 1.4).

The specific facilities and amenities to be provided at existing parks should be based on residents' input, to be provided through a conceptual master planning process for each park. Typical amenities to be considered by residents might include (in alphabetical order):

- ADA Access
- Amphitheater, outdoor stage
- Bike racks
- Bioretention, rain gardens
- Bus shelter
- Butterfly gardens
- Canoe/ kayak launches and rentals
- Community garden
- Connecting sidewalks and crosswalks
- Covered picnic pavilions with grills
- Dog park, waste stations
- Drinking fountains
- Fitness equipment
- Food concessions and food trucks
- Game tables
- Landscaping
- Large group pavilion
- Lighting
- Movable tables and chairs, benches, trash receptacles
- Multi-generational, shaded playground

- | | |
|---|---|
| <ul style="list-style-type: none"> • Multi-purpose fields • Multi-purpose/ tennis, youth basketball, and pickleball courts • Natural areas • On-street food truck parking • Outdoor fitness equipment • Paved walking paths and trails • Phone charging stations, Wi-Fi • Picnic shelters with grills • Public art, sculpture, fountains | <ul style="list-style-type: none"> • Quiet seating areas • Recreation center/ concession building • Restrooms • Shade trees, umbrellas, awnings, and/or covers • Signs and exhibits • Splash pad • Wi-Fi |
|---|---|

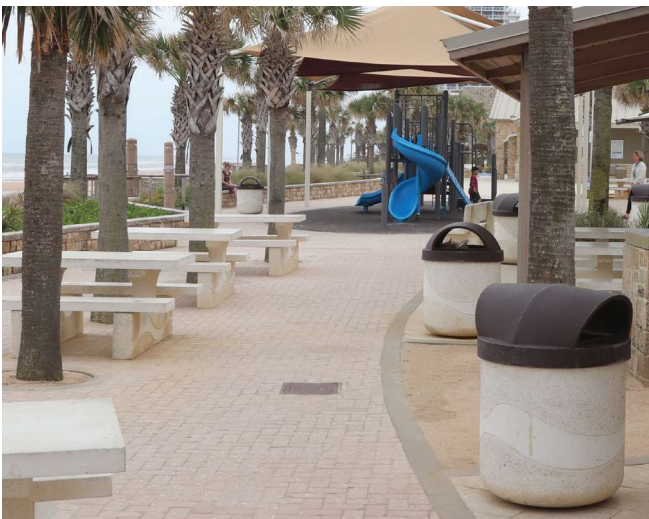
More specifically – in addition to the improvements recommended in the city staff evaluations - city commissioners and board members recommended the following improvements (In alphabetical order):

- | | |
|--|---|
| <ul style="list-style-type: none"> • ADA accessibility • Additional boat launches • Additional indoor and outdoor basketball courts • Community gardens • Complete the build-out of the Nova Community Park Master Plan (see Figure 3.8a) • Explore the potential of former airport property to function as a park with trails, picnic areas, playgrounds, and boating* • Engage residents in re-design of pocket parks • Improve drainage, add restrooms and amenities, and a splashpad at the Ormond Beach Sports Complex • Improve maintenance | <ul style="list-style-type: none"> • Improve under-utilized, private neighborhood parks, e.g., Hunter’s Ridge and Breakaway Trails through partnerships or grants • Multi-purpose fields • New sports field lighting • Repair Andy Romano beach ramp and stairs • Spaces for food trucks • Tennis and pickleball courts • Update South Ormond Neighborhood Center • Update the performing arts center • Upgrade Nova Recreation Center • Upgrade senior center, include pickleball courts • Waterfront restaurant at Cassen Park |
|--|---|

*Note: It is important to note that a land use study is currently underway to determine potential aeronautical and non-aeronautical uses for this airport property. Any future land use considerations must be based upon the results of that study and in compliance with the City’s obligations as the Airport Sponsor.

RECOMMENDATIONS

- Establish prioritization criteria, and work with the advisory boards to prioritize parks for improvement.
- Develop conceptual master plans – including extensive public involvement – for each of the top priority parks.
- Develop a standard “amenities list” and updated design standards to ensure a consistently high level of quality.



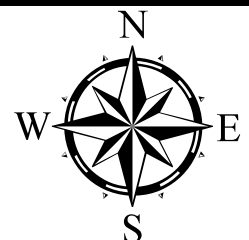
High-quality materials, colors, textures, finishes, furnishings, and design standards at Andy Romano Beachfront Park that could serve as a standard for the rest of the City's parks.

Sanchez Park Improvements - Area Benefit

Census Tract	Block Group	Total Population	Low/Mod Population	%Low/Mod Population
080700	1	1465	465	31.7
080700	2	1265	395	31.2
080807	1	1510	985	65.2
080600	2	760	435	57.2
080600	3	1690	1155	68.3
TOTALS		6690	3435	51.34



Prepared By: The City of Ormond Beach
G.I.S. Department - March 31, 2025





City of Ormond Beach

AGENDA ITEM

May 6, 2025 - City Commission

Number: 7.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-87
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Fortunato Park Pier and Gazebo - Florida Inland Navigation District Grant		
Summary:	This is a request for approval to submit a grant application through the Florida Inland Navigation District (FIND) Waterways Assistance Program for the design and reconstruction of a public pier at Fortunato Park. An initial grant application was submitted through the FIND Waterways Assistance Program grant for the design and reconstruction of a public pier and gazebo at Fortunato Park on March 28, 2025. The grant application needs to be completed by May 14, 2025, which requires an approved resolution from the City Commission. After hurricane Milton the City hired Dredging & Marine Consultants (DMC) to perform an overall pier and gazebo inspection and assessment. DMC strongly recommended the complete removal of the existing structures and the extraction of all piles. The proposed project includes the design and reconstruction of the existing pier and gazebo. The new pier and gazebo would be designed to current standards using the same footprint as the existing structures. The City is applying for this grant to fund one-half of the design cost, and then apply next year to fund one-half of the construction cost. The grant focuses on projects related to improvements to navigation within the Intracoastal Waterway in the state of Florida, such as channel dredging, docking facilities, and boat ramps. The grant would fund up to 50% of the project's design cost. The estimated design cost is \$86,000; therefore an application is being submitted for \$43,000.		

Financial Impact:	The estimated design cost for the pier and gazebo is \$86,000. The City is applying for funding of \$43,000 through the FIND grant which provides 50% of the project's cost. The City's funds would be derived from the General Fund Reserve and a budget amendment to appropriate these funds in Fund 317-Facilities R&R Fund would be needed.	
Citizen Impact:	The impact of a closed structure on visitors to Fortunato Park and our community is substantial. Completion of this project will return to service a much-utilized feature of Fortunato Park and enhance this park for all users.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval to submit the complete FIND Waterways Assistance Program grant application.	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. 25-87 Fortunato Pier & Gazebo FIND grant (P25-0047G) 2. FIND Application - Fortunato Park Pier and Gazebo Ph 1 4-10-25	
Approval:	Kelly McGuire, Finance Director	4/17/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	4/21/2025
	Joyce Shanahan, City Manager	4/22/2025

RESOLUTION NO. 2025-87

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE GRANT PROGRAM FOR FUNDING ASSISTANCE RELATIVE TO THE DESIGN OF A PIER AND GAZEBO AT FORTUNATO PARK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to replace a pier and gazebo at Fortunato Park which were damaged by Hurricane Milton, the design cost of which is estimated to be approximately \$86,000.00 (“the Project”), and

WHEREAS, the City Commission desires to submit a grant application to the Florida Inland Navigation District Waterways Assistance Program (a copy of which is attached hereto and incorporated herein by reference), for the purpose of obtaining funding assistance in the amount of \$43,000.00 for the Project, now therefore,

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

SECTION ONE. The City Manager or her designee is hereby authorized and directed to submit a grant application, including any and all documents that are necessary and incidental thereto, to the Florida Inland Navigation District Waterways Assistance Program for funding assistance in the amount of \$43,000.00 for the purpose of designing a pier and gazebo at Fortunato Park.

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

SECTION THREE. The City Manager hereby certifies that the money for the City's match will be derived from the General Fund Reserves and a budget amendment to appropriate these funds in the Facilities Renewal & Replacement Fund (317) will be needed; and further that this project will be operated and maintained at the expense of the City.

SECTION FOUR. The City Commission hereby accepts the terms and conditions set forth in Rule 66B-2, F.A.C. which will be a part of the project agreement for any assistance awarded under the Florida Inland Navigation District Waterways Assistance grant application.

SECTION FIVE. The City Commission hereby approves the aforescribed application and will carry out the project in the manner described in the application and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

SECTION SIX. The City Commission hereby agrees not to discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to the attached application and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

SECTION SEVEN. The City Commission hereby agrees to maintain adequate financial records on the project to substantiate claims for reimbursement.

SECTION EIGHT. The City Commission hereby agrees to make available to the Florida Inland Navigation District, if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by the Florida Inland Navigation District.

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

APPROVED AND AUTHENTICATED, this 6th day of May, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



WATERWAYS ASSISTANCE PROGRAM APPLICATION PACKAGE

Part 2. Attachment E



ATTACHMENT E-1
Waterways Assistance Program FY2025
Applicant Checklist

Project Title:	Fortunato Park Pier and Gazebo, Phase 1
Applicant:	City of Ormond Beach

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org.

Applications must be received by the deadline, no exceptions.

	<u>YES</u>	<u>NO</u>
1. District Commissioner Review (prior to March 4th) (NOTE: For District Commissioner initials ONLY!) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)	<u>DD</u>	_____
2. Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) (Form must be signed and dated)	☒	☐
3. Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) (First Page of Form Must be Signed)	☒	☐
4. Project Cost Estimate Attachment E-3 (Form No. 25-15, 1 page) (Must be on District form)	☒	☐
5. Project Timeline Attachment E-4 (Form No. 25-25, 1 page)	☒	☐
6. County/City Location Map	☒	☐
7. Project Boundary Map	☒	☐
8. Clear and Detailed Site Development Plan Map	☒	☐

Continued on Next Page

YES

NO

- | | | | |
|-----|---|-----------------------|----------------------------------|
| 9. | Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages)
(Resolution must be on District Form and includes items 1-6) | ☐ | ☒ |
| 10. | Attorney's Certification (Land Ownership) Attachment E-6 | ☐ | ☒ |
| 11. | Copies of all Required Permits: ACOE, DEP, WMD
(Requirement of Construction & Dredging Projects) | ☐ | ☒ |

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2025. By May 14, 2025, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 16, 2025. If the information in Item 11 is not submitted to the District office by September 16, 2025, I am aware that my application will be removed from any further funding consideration by the District.

_____	_____
Dhilan Patel	Grant Coordinator
Print Liaison Name	Title
_____	_____
	03-24-2025
Liaison Signature	Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

Eligibility of Project Cost: _____

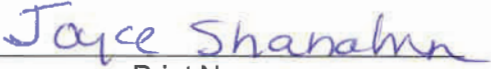
ATTACHMENT E-2

Waterways Assistance Program FY2025

Application and Evaluation Worksheet

Local Sponsor: City of Ormond Beach	Department: Public Works
Project Title: Fortunato Park Pier and Gazebo, Phase 1	Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work.
Project Director: Joyce Shanahan	Email: citymanagersoffice@ormondbeach.org
Grant Liaison: Dhilan Patel (If Different from Director)	Email: dpatel@dmces.com
Mailing Address: 4643 S. Clyde Morris Blvd., unit 302	
City: Port Orange	Zip Code: 32129
Phone Number: 386-304-6505	
Project Address:	
Requested FIND Funding:	\$43,000
Eligible Matching Funds Amount:	\$43,000
Match Percentage:	50%
Total Project Costs:	\$86,000
Applicant's Funding Source:	City General Funds

 **Applicant Signature Certifying the Above Information**


Print Name

Project Summary: Maximum 200 Words

This Phase 1 project will provide engineering design and permitting services for the replacement of an existing public viewing pier and gazebo structure located along the Intracoastal Waterway in the City of Ormond Beach which was damaged by recent storms. The new structures will be designed in full compliance with all applicable local, state, and federal regulations, including current structural, safety, and ADA accessibility standards. The viewing pier and gazebo serve as valuable public amenities, offering safe and inclusive access to the waterway for sightseeing, wildlife observation, fishing and passive recreation.

1. Priority Category:

- a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.

Item 10. Public Fishing & Viewing Piers

- b) Explain how the project fits this priority category.

This project involves the replacement of a public viewing pier and gazebo located along the Intracoastal Waterway. The primary purpose of the structure is to provide a safe, accessible space for the public to enjoy passive recreation such as sightseeing, wildlife observation, and passive recreation.

- c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

The project site is located directly along the Intracoastal Waterway, one of the Florida Inland Navigation District's primary waterways. The proposed in-kind replacement of the public viewing pier and gazebo will enhance public access to this important navigational corridor by providing a safe, ADA-compliant platform for residents and visitors to engage with the waterway environment. This effort is directly aligned with FIND's mission to maintain and improve the Florida Intracoastal Waterway, enhance public access, fishing and support waterway-related recreation for the benefit of the communities it serves.

2. Ownership of Project Site:

Own ☒ Leased ☐ Other ☐

If leased or other, please describe lease or terms and conditions:

Not Applicable

3. Has the District previously provided assistance funding to this project or site?

Yes ☒ No ☐

4. If yes, please list the project name, number and funding amount received:

N/A

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

N/A

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

N/A

7. Public Usage & Benefits:

- a) What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?

This project once constructed will result in the restoration of a public viewing pier and gazebo that directly overlooks the Florida Inland Navigation District's Intracoastal Waterway. The reconstructed structures will provide safe, ADA-compliant access for the public to enjoy the waterway for passive recreation such as sightseeing, wildlife observation, fishing and passive recreation. The pier offers a unique and engaging way for residents and visitors, regardless of age or physical ability, to experience the waterway without requiring a vessel.

- b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?

There is a strong demand for safe, ADA accessible waterfront access in the area. The existing viewing pier and gazebo have sustained storm-related damage and are no longer structurally safe for public use. This project directly addresses that need by replacing the deteriorated structures while adhering to ADA-compliance.

- c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?

The project supports regional and local priorities by aligning with comprehensive plan goals that emphasize preserving and enhancing public access to waterfronts.

- d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?

The local Sponsor has not, nor plans to, implement any boating access, speed zone, commercial access or other restrictive use in the area of this site

8. Fees & Maintenance:

Are there any fees associated with the use of this facility?

Yes ☐

No ☒

If answered Yes:

a) List or provide a fee schedule.

Not Applicable

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

Not Applicable

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

Not Applicable

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

City general funds

9. Please list all Environmental Resource Permits required for this project:

Agency	Y/N	Date Applied	Date Received
Water Management District			
Dept of Environmental Protection	Y	April 2025	TBD
USACE	Y	April 2025	TBD

ATTACHMENT E-3

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Fortunato Park Pier and Gazebo, Phase 1
Applicant:	City of Ormond Beach

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Total Estimated Cost	Applicant's Cost (To the nearest \$50)	FIND Cost (To the nearest \$50)
Design & Permitting	\$86,000	\$43,000	\$43,000

**TOTALS =	\$86,000	\$43,000	\$43,000
-------------------	----------	----------	----------

ATTACHMENT E-4
Waterways Assistance Program FY2025
PROJECT TIMELINE

Project Title:	Fortunato Park Pier and Gazebo, Phase 1
Applicant:	City of Ormond Beach

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

<u>Date</u>	<u>Component</u>
November 2025	Initiate Design
January 2026	Initiate Permitting
May 2026	Complete Design and Permitting

ATTACHMENT E-5
RESOLUTION FOR ASSISTANCE 2025
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE _____ is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of _____
and the State of Florida:

Project Title _____

Total Estimated Cost \$ _____

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of _____% of the
actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said _____
_____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the _____ at a legal meeting
(Agency Governing Board)
held on this _____ day of _____ 20_____.

Attest

Signature

Title

Title

(2)

ATTACHMENT E-6

ATTORNEYS CERTIFICATION OF TITLE 2025

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(ADDRESS)

(Date), 2025

To WHOM IT MAY CONCERN:

I, (Name), an the Attorney for the (City or County), Florida, I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) conveying _____ (Type of interest, i.e.. Fee simple, easement, 30-year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

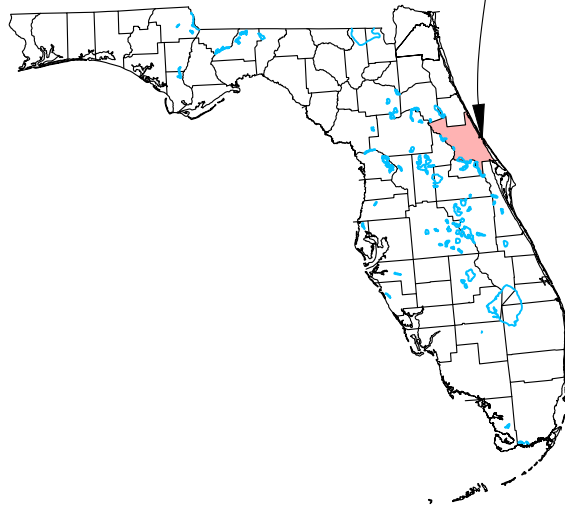
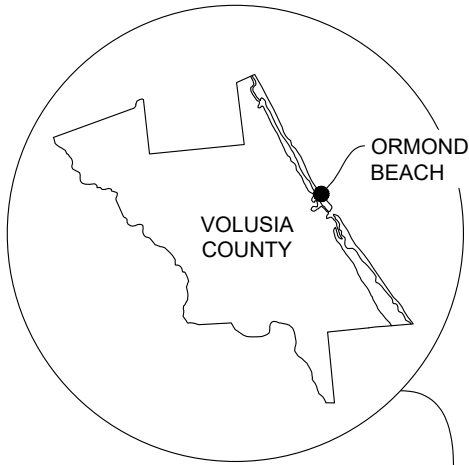
This property is what is now called "(Name of Property as Referenced in the WAP Application)".

I Certify that the (City or County) does in fact (Own, Lease, etc.) this property for _____ years.

Sincerely,

(Name)

Attorney, (City or County)



Dredging & Marine Consultants



4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone: (386) 304-6505
Fax: (386) 304-6506
www.dmc.es.com

PROJECT NAME:

**FORUNATO PARK
PIER REPLACEMENT**

APPLICANT:

CITY OF ORMOND BEACH

DRAWING:

COUNTY/CITY LOCATION MAP

DMC JOB NO.

-

DRAWN -

CAD

C3D

DRAWING NO.

CHECKED -

SCALE AS SHOWN

APPROVED -

DATE 03-28-2025

-



Dredging & Marine Consultants
DMC
 ENGINEERS • SCIENTISTS
 4643 S. Clyde Morris Blvd
 Unit 302
 Port Orange, FL 32129
 Phone: (386) 304-6505
 Fax: (386) 304-6506
www.dmc.es.com

PROJECT NAME:
**FORUNATO PARK
 PIER REPLACEMENT**
 APPLICANT:
CITY OF ORMOND BEACH

DRAWING:					
BOUNDARY MAP					
DMC JOB NO.					
-					
DRAWN		-	CAD	C3D	DRAWING NO.
CHECKED		-	SCALE AS SHOWN		
APPROVED		-	DATE 03-28-2025		
					-



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 Phone: (386) 304-6505
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www.dmc.es.com

PROJECT NAME:
**FORUNATO PARK
 PIER REPLACEMENT**

APPLICANT:
CITY OF ORMOND BEACH

DRAWING:
SITE DEVELOPMENT MAP

DMC JOB NO. -			
DRAWN -	CAD	C3D	DRAWING NO. -
CHECKED -	SCALE AS SHOWN		
APPROVED -	DATE 03-28-2025		



City of Ormond Beach AGENDA ITEM

May 6, 2025 - City Commission

Number: 7.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-88
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Riviera Park Pier and Gazebo - FIND Grant		
Summary:	This is a request for approval to submit a grant application through the Florida Inland Navigation District (FIND) Waterways Assistance Program grant for the design and reconstruction of a public pier at Riviera Park. An initial grant application was submitted through the FIND Waterways Assistance Program grant for the design and reconstruction of a public pier and gazebo at Riviera Park on March 28, 2025. The grant application needs to be completed by May 14, 2025, which requires an approved resolution from the City Commission. After hurricane Milton the City hired Dredging & Marine Consultants (DMC) to perform an overall pier and gazebo inspection and assessment. DMC strongly recommended the complete removal of the existing structures and the extraction of all piles. The proposed project includes the design and reconstruction of the existing pier and gazebo. The new pier and gazebo would be designed to current standards using the same footprint as the existing structures. The Waterways Assistance Program grant focuses on projects related to improvements to navigation within the Intracoastal Waterway in the state of Florida. Such projects include channel dredging, docking facilities, and boat ramps. The grant will fund up to 50% of the project's cost.		
Financial Impact:	The estimated design cost for the pier and gazebo to be \$86,000. Staff is applying for funding of \$43,000 through the FIND grant which provides 50% of the project's cost. The City's funds would be derived from the General Fund Reserve and a budget amendment to appropriate these funds in Fund 317-Facilities R&R Fund would be needed.		

Citizen Impact:	The impact of a closed structure on visitors to Riviera Park and our community is substantial. Completion of this project will return to service a much-utilized feature of Riviera Park and enhance this park for all users.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval to submit the complete Florida Inland Navigation District Waterways Assistance Program grant application.	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. 25-88 Riviera Park Pier & Gazebo FIND grant (P25-0048G) 2. FIND Application - Riviera Park Pier and Gazebo Ph 1 4-10-25	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	4/17/2025 4/23/2025 4/24/2025

RESOLUTION NO. 2025-88

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE GRANT PROGRAM FOR FUNDING ASSISTANCE RELATIVE TO THE DESIGN OF A PIER AND GAZEBO AT RIVIERA PARK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to replace a pier and gazebo at Riviera Park which were damaged by Hurricane Milton, the design cost of which is estimated to be approximately \$86,000.00 (“the Project”), and

WHEREAS, the City Commission desires to submit a grant application to the Florida Inland Navigation District Waterways Assistance Program (a copy of which is attached hereto and incorporated herein by reference), for the purpose of obtaining funding assistance in the amount of \$43,000.00 for the Project, now therefore,

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

SECTION ONE. The City Manager or her designee is hereby authorized and directed to submit a grant application, including any and all documents that are necessary and incidental thereto, to the Florida Inland Navigation District Waterways Assistance Program for funding assistance in the amount of \$43,000.00 for the purpose of designing a pier and gazebo at Riviera Park.

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

SECTION THREE. The City Manager hereby certifies that the money for the City's match will be derived from the General Fund Reserves and a budget amendment to appropriate these funds in the Facilities Renewal & Replacement Fund (317) will be needed; and further that this project will be operated and maintained at the expense of the City.

SECTION FOUR. The City Commission hereby accepts the terms and conditions set forth in Rule 66B-2, F.A.C. which will be a part of the project agreement for any assistance awarded under the Florida Inland Navigation District Waterways Assistance grant application.

SECTION FIVE. The City Commission hereby approves the aforescribed application and will carry out the project in the manner described in the application and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

SECTION SIX. The City Commission hereby agrees not to discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to the attached application and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

SECTION SEVEN. The City Commission hereby agrees to maintain adequate financial records on the project to substantiate claims for reimbursement.

SECTION EIGHT. The City Commission hereby agrees to make available to the Florida Inland Navigation District, if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by the Florida Inland Navigation District.

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

APPROVED AND AUTHENTICATED, this 6th day of May, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



WATERWAYS ASSISTANCE PROGRAM APPLICATION PACKAGE

Part 2. Attachment E



ATTACHMENT E-1

Waterways Assistance Program FY2025

Applicant Checklist

Project Title:	Riviera Park Pier and Gazebo, Phase 1
Applicant:	City of Ormond Beach

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org.
Applications must be received by the deadline, no exceptions.

	<u>YES</u>	<u>NO</u>
1. District Commissioner Review (prior to March 4th) (NOTE: <u>For District Commissioner initials ONLY!</u>) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)		_____
2. Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) (Form must be signed and dated)	☒	☐
3. Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) (First Page of Form Must be Signed)	☒	☐
4. Project Cost Estimate Attachment E-3 (Form No. 25-15, 1 page) (Must be on District form)	☒	☐
5. Project Timeline Attachment E-4 (Form No. 25-25, 1 page)	☒	☐
6. County/City Location Map	☒	☐
7. Project Boundary Map	☒	☐
8. Clear and Detailed Site Development Plan Map	☒	☐

Continued on Next Page

ATTACHMENT E-1

Waterways Assistance Program FY2025

Applicant Checklist

Project Title:	Riviera Park Pier and Gazebo, Phase 1
Applicant:	City of Ormond Beach

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

	<u>YES</u>	<u>NO</u>
1. District Commissioner Review (prior to March 4th) (NOTE: For District Commissioner initials ONLY!) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)	_____	_____
2. Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) (Form must be signed and dated)	☒	☐
3. Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) (First Page of Form Must be Signed)	☒	☐
4. Project Cost Estimate Attachment E-3 (Form No. 25-15, 1 page) (Must be on District form)	☒	☐
5. Project Timeline Attachment E-4 (Form No. 25-25, 1 page)	☒	☐
6. County/City Location Map	☒	☐
7. Project Boundary Map	☒	☐
8. Clear and Detailed Site Development Plan Map	☒	☐

Continued on Next Page

YES

NO

- | | | | |
|-----|---|-----------------------|----------------------------------|
| 9. | Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages)
(Resolution must be on District Form and includes items 1-6) | ☐ | ☒ |
| 10. | Attorney's Certification (Land Ownership) Attachment E-6 | ☐ | ☒ |
| 11. | Copies of all Required Permits: ACOE, DEP, WMD
(Requirement of Construction & Dredging Projects) | ☐ | ☒ |

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2025. By May 14, 2025, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 16, 2025. If the information in Item 11 is not submitted to the District office by September 16, 2025, I am aware that my application will be removed from any further funding consideration by the District.

_____	_____
Dhilan Patel	Grant Coordinator
Print Liaison Name	Title
_____	_____
	03-24-2025
Liaison Signature	Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

Eligibility of Project Cost: _____

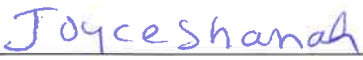
ATTACHMENT E-2

Waterways Assistance Program FY2025

Application and Evaluation Worksheet

Local Sponsor: City of Ormond Beach	Department: Public Works
Project Title: Riviera Park Pier and Gazebo, Phase 1	Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work.
Project Director: Joyce Shanahan	Email: citymanagersoffice@ormondbeach.org
Grant Liaison: Dhilan Patel (If Different from Director)	Email: dpatel@dmces.com
Mailing Address: 4643 S. Clyde Morris Blvd., unit 302	
City: Port Orange	Zip Code: 32129
Phone Number: 386-304-6505	
Project Address:	
Requested FIND Funding:	\$43,000
Eligible Matching Funds Amount:	\$43,000
Match Percentage:	50
Total Project Costs:	\$86,000
Applicant's Funding Source:	City General Funds


Applicant Signature Certifying the Above Information


Print Name

Project Summary: Maximum 200 Words

This Phase 1 project will provide engineering design and permitting services for the replacement of an existing public viewing pier and gazebo structure located along the Intracoastal Waterway in the City of Ormond Beach which was damaged by recent storms. The new structures will be designed in full compliance with all applicable local, state, and federal regulations, including current structural, safety, and ADA accessibility standards. The viewing pier and gazebo serve as valuable public amenities, offering safe and inclusive access to the waterway for sightseeing, wildlife observation, fishing and passive recreation.

1. Priority Category:

- a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.

Item 10. Public Fishing & Viewing Piers

- b) Explain how the project fits this priority category.

This project involves the replacement of a public viewing pier and gazebo located along the Intracoastal Waterway. The primary purpose of the structure is to provide a safe, accessible space for the public to enjoy passive recreation such as sightseeing, wildlife observation, fishing and passive recreation.

- c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

The project site is located directly along the Intracoastal Waterway, one of the Florida Inland Navigation District's primary waterways. The proposed replacement of the public viewing pier and gazebo will enhance public access to this important navigational corridor by providing a safe, ADA-compliant platform for residents and visitors to engage with the waterway environment. This effort is directly aligned with FIND's mission to maintain and improve the Florida Intracoastal Waterway, enhance public access, and support waterway-related recreation for the benefit of the communities it serves.

2. Ownership of Project Site:

Own ☒ Leased ☐ Other ☐

If leased or other, please describe lease or terms and conditions:

Not Applicable

3. Has the District previously provided assistance funding to this project or site?

Yes ☒ No ☐

4. If yes, please list the project name, number and funding amount received:

N/A

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

N/A

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

N/A

7. Public Usage & Benefits:

- a) What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?

This project once constructed will result in the restoration of a public viewing pier and gazebo that directly overlooks the Florida Inland Navigation District's Intracoastal Waterway. The reconstructed structures will provide safe, ADA-compliant access for the public to enjoy the waterway for passive recreation such as sightseeing, wildlife observation, and passive recreation. The pier offers a unique and engaging way for residents and visitors, regardless of age or physical ability, to experience the waterway without requiring a vessel.

- b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?

There is a strong demand for safe, ADA accessible waterfront access in the area. The existing viewing pier and gazebo have sustained storm-related damage and are no longer structurally safe for public use. This project directly addresses that need by replacing the deteriorated structures while adhering to ADA-compliance.

- c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?

The project supports regional and local priorities by aligning with comprehensive plan goals that emphasize preserving and enhancing public access to waterfronts.

- d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?

The local Sponsor has not, nor plans to, implement any boating access, speed zone, commercial access or other restrictive use in the area of this site

8. Fees & Maintenance:

Are there any fees associated with the use of this facility?

Yes ☐

No ☒

If answered Yes:

a) List or provide a fee schedule.

Not Applicable

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

Not Applicable

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

Not Applicable

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

City general funds

9. Please list all Environmental Resource Permits required for this project:

Agency	Y/N	Date Applied	Date Received
Water Management District			
Dept of Environmental Protection	Y	December 2025	TBD
USACE	Y	December 2025	TBD

ATTACHMENT E-3

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Riviera Park Pier and Gazebo, Phase 1
Applicant:	City of Ormond Beach

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Total Estimated Cost	Applicant's Cost (To the nearest \$50)	FIND Cost (To the nearest \$50)
Design & Permitting	\$86,000	\$43,000	\$43,000

**TOTALS =	\$86,000	\$43,000	\$43,000
-------------------	----------	----------	----------

ATTACHMENT E-4
Waterways Assistance Program FY2025
PROJECT TIMELINE

Project Title:	Riviera Park Pier and Gazebo, Phase 1
Applicant:	City of Ormond Beach

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

<u>Date</u>	<u>Component</u>
November 2025	Initiate Design
January 2026	Initiate Permitting
April 2026	Complete Design and Permitting

ATTACHMENT E-5
RESOLUTION FOR ASSISTANCE 2025
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE _____ is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of _____
and the State of Florida:

Project Title _____

Total Estimated Cost \$ _____

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of _____% of the
actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said _____
_____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the _____ at a legal meeting
(Agency Governing Board)
held on this _____ day of _____ 20_____.

Attest

Signature

Title

Title

(2)

ATTACHMENT E-6

ATTORNEYS CERTIFICATION OF TITLE 2025

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(ADDRESS)

(Date), 2025

To WHOM IT MAY CONCERN:

I, (Name), an the Attorney for the (City or County), Florida, I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) conveying _____ (Type of interest, i.e.. Fee simple, easement, 30-year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

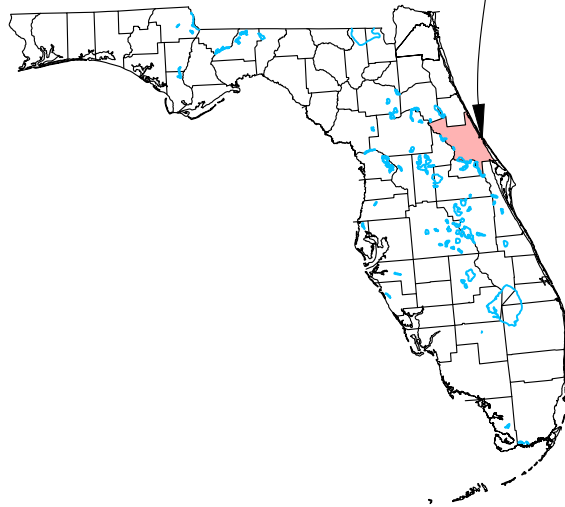
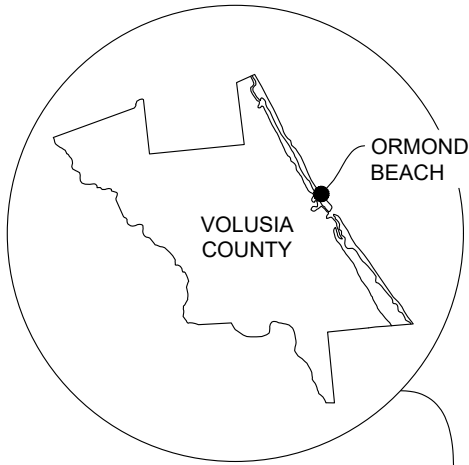
This property is what is now called "(Name of Property as Referenced in the WAP Application)".

I Certify that the (City or County) does in fact (Own, Lease, etc.) this property for _____ years.

Sincerely,

(Name)

Attorney, (City or County)



Dredging & Marine Consultants

DMC
ENGINEERS • SCIENTISTS

4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone: (386) 304-6505
Fax: (386) 304-6506
www.dmc.es.com

PROJECT NAME:

**RIVIERA PARK
PIER REPLACEMENT**

APPLICANT:

CITY OF ORMOND BEACH

DRAWING:

COUNTY/CITY LOCATION MAP

DMC JOB NO.

-

DRAWN -

CAD

C3D

DRAWING NO.

CHECKED -

SCALE AS SHOWN

APPROVED -

DATE 03-28-2025

-



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Unit 302
Port Orange, FL 32129
Phone: (386) 304-6505
Fax: (386) 304-6506
www.dmc.es.com

PROJECT NAME:

**RIVIERA PARK
PIER REPLACEMENT**

APPLICANT:

CITY OF ORMOND BEACH

DRAWING:

BOUNDARY MAP

DMC JOB NO.

-

DRAWN -

CAD C3D

DRAWING NO.

CHECKED -

SCALE AS SHOWN

APPROVED -

DATE 03-28-2025

-



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DMC
 ENGINEERS • SCIENTISTS
 4643 S. Clyde Morris Blvd
 Unit 302
 Port Orange, FL 32129
 Phone: (386) 304-6505
 Fax: (386) 304-6506
www.dmc-es.com

PROJECT NAME:
**RIVIERA PARK
 PIER REPLACEMENT**

APPLICANT:
CITY OF ORMOND BEACH

DRAWING: SITE DEVELOPMENT MAP			
DMC JOB NO. -			
DRAWN -	CAD	C3D	DRAWING NO. -
CHECKED -	SCALE AS SHOWN		
APPROVED -	DATE 03-28-2025		



City of Ormond Beach

AGENDA ITEM

May 6, 2025 - City Commission

Number: 7.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-89
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Bid Award - Wastewater Biosolids Disposal		
Summary:	This item provides public notice of the City's intent to award a contract to Merrel Bros, Inc., Bid No. 2025-20, for the water reclamation facility biosolids treatment and disposal services. During the treatment process at the City's water reclamation facility, solids must be collected and disposed of. The proper management of biosolids in accordance with federal and state regulatory guidelines is an essential element of wastewater treatment plant operations. Federal and state requirements for disposal of these biosolids have through the years become increasingly more stringent. The City, along with most other nearby cities, has contracted these specialized services with qualified vendors having the capability to haul, treat and dispose of the biosolids in accordance with pertinent regulatory requirements. The existing biosolids management contract with Merrell Brothers, Inc. was awarded at the May 12, 2020 meeting of the City Commission via Resolution No. 2020-47, which was based on a piggy-back of the City of Daytona Beach's bid award. The City's existing biosolids treatment and disposal services contract with Merrell Brothers, Inc. expires on May 12, 2025 On February 26th, 2025, bids were received and opened. One company submitted a bid and one company submitted a no-bid. Merrell Bros., Inc. submitted a bid at \$118.18 per wet ton for biosolids transportation, treatment to class AA standards, and disposal of the biosolids.		
Financial Impact:	The bid value received from Merrell Brothers, Inc. of \$118.18 per ton and is substantially higher than the rate in the previous agreement from 5 years ago, which was approximately \$46 per ton in May of 2020. The price increase is primarily due to the impacts of inflation, increased trucking and fueling costs, changes in Florida Department of		

	Environmental Protection treatment requirements for biosolids, and an overall decrease in the number of disposal sites available in Florida currently able to meet the increased regulation requirements. Biosolids treatment and disposal services are budgeted in Fund 401-Water & Wastewater Operating Fund. Based upon current plant flows, it is anticipated that the Water Reclamation Facility will generate approximately 5,000 tons of biosolids per year for disposal; based on these levels and the proposed disposal rate, it is anticipated that the disposal of biosolids will be approximately \$600,000 / year. As this increase is higher than anticipated, the current budget of \$250,000 / year will be exceeded and a budget amendment will be necessary to accommodate the increased cost of disposal of the bio solids required. The budget for FY 2025/2026 will be adjusted to account for this increase in charge.	
Citizen Impact:	Proper disposal of biosolids and waste products from the water reclamation facility is essential for the City to meet permit requirements and minimize environmental impacts. No additional traffic impacts to the surrounding area are anticipated.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends awarding the bid to Merrell Bros., Inc. for the water reclamation facility biosolids treatment and disposal services, unless otherwise directed.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 25-89 Sludge Disposal - Merrell (P25-0044G) 2. Merrell Bros biosolids disp svc (P25-0044G) 3. Bid No. 2025-20 Bid Documents 4. Bid 2025-20 Addendum No 1 5. BID 2025-20 signed bid tab	
Approval:	Kelly McGuire, Finance Director 4/22/2025 Claire Whitley/Shawn Finley, Assistant City Manager 4/23/2025 Joyce Shanahan, City Manager 4/24/2025	

RESOLUTION NO. 2025-89

A RESOLUTION ACCEPTING A BID FROM MERRELL BROS, INC. FOR WATER RECLAMATION FACILITY BIOSOLIDS TREATMENT AND DISPOSAL SERVICES UNDER BID NO. 2025-20; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2025-20) regarding water reclamation facility biosolids treatment and disposal services (“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 Merrell Bros., Inc. with a bid in the amount of \$118.18/wet ton is the lowest responsible and responsive bid (a copy of said bid is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the services, at an estimated annual expenditure of \$650,000.00, will be appropriated to the Water/Wastewater Operating Fund (401) through a budget amendment and will not be appropriated for any other purpose, and

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

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

SECTION ONE. The bid submitted by Merrell Bros., Inc. to provide services for the Project is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and

directed to execute an agreement with Merrell Bros., Inc. to provide biosolids treatment and disposal services at \$650,000.00 annually for the initial three years and to pay the cost therefore from the Water/Wastewater Operating Fund. A copy of said Agreement is 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 May, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**AGREEMENT FOR
TRANSPORTATION, TREATMENT AND DISPOSAL
OF DOMESTIC WASTEWATER RESIDUALS**

THIS AGREEMENT is made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation (“the City”), 22 South Beach Street, Ormond Beach, Florida, and **MERRELL BROS., INC.**, 8811 West 500 North, Kokomo, IN 46901 (the Contractor),

WHEREAS, the City solicited bids for the water reclamation facility biosolids treatment and disposal services pursuant to Bid Number 2025-20, and

WHEREAS, Contractor is the owner and/or lessee and operator of a Residuals Management Facility ("RMF") with permitted disposal sites (“Sites”), as applicable, and

WHEREAS, the RMF and Sites have been approved and are operating under Florida Department of Environmental Protection (FDEP) Permit No. FLAB03976 in compliance with Chapter 62-640, *Florida Administrative Code*, and

WHEREAS, the City owns and operates the domestic wastewater treatment plant permitted as City of Ormond Beach Wastewater Treatment Plant under FDEP permit FLA0020532, hereinafter referred to as the “Source Facility”, and has the need to dispose of the wastewater residuals generated by the Source Facility, and

WHEREAS, Contractor and the City both operate treatment facilities in compliance with Chapter 62-640, *Florida Administrative Code*, and the degree of treatment at these facilities is determined according to the said Chapter and more specifically their respective permits, and

WHEREAS, as a condition of this Contract, the Contractor shall maintain a valid operating permit for the RMF and applicable Sites as required by FDEP, and

WHEREAS, the transportation of residuals requires valid permits and licenses in compliance with the regulations of the State of Florida and all other local requirements, and

NOW THEREFORE, for and in consideration of the actual terms, covenants and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:

1. **RECITALS:** The foregoing recitals are true and are incorporated herein by reference.

2. **SCOPE OF WORK**

- (a) The City shall provide a sludge analysis of the wastewater residuals proposed to be treated, in compliance with the frequency and schedule stated in Chapter 62-640, *Florida Administrative Code*, and in 40 *C.F.R.*, Part 503.
- (b) The City shall provide the Contractor with a copy of its current operating permit for the Source Facility, as issued by the FDEP.
- (c) Residuals provided by the City shall comply with the ceiling concentrations for residuals as outlined in Chapter 62-640.700, *Florida Administrative Code*, and in the federal biosolids regulations (40 *C.F.R.*, Part 503).
- (d) The Contractor will maintain, monitor and operate the RMF in compliance with Chapter 62-640, *Florida Administrative Code*, and the federal biosolids regulations (40 *C.F.R.*, Part 503) and dispose of treated residuals in accordance with FDEP approved Agricultural Use Plan for applicable Sites.
- (e) The Contractor shall be solely responsible for the proper measurement, treatment, management, use and land application of the residuals it accepts from the City, in accordance with the provisions of Chapter 62-640, *Florida Administrative Code*, and the federal biosolids regulations (40 *C.F.R.*, Part 503).
- (f) The Contractor shall bear all responsibility for pathogen reduction and vector attraction reduction and site use restrictions of residuals accepted from the City, in accordance with the provisions of Chapter 62-640.600, *Florida Administrative Code*, and the federal biosolids regulations (40 *C.F.R.*, Part 503).

- (g) The Contractor will meet the monitoring, record keeping, reporting and notification requirements of Chapters 62-640.650 and 62-640.880, *Florida Administrative Code*.
- (h) The Contractor shall provide the City with treatment and land application records in accordance with Chapter 62-640, *Florida Administrative Code*, and the federal biosolids regulations (40 C.F.R., Part 503). These records shall include, without limitation, local ticket manifest system and database management of application records.
- (i) The Contractor will maintain a manifest system to assure that the residuals are getting from the Source Facility to the RMF. The manifest system will include without limitation the following information:

<u>At Source Facility Facility</u>	<u>at RMF</u>
• date and time shipped; • amount of residuals shipped; • name & ID No. of RMF; • Transporter company name; • signature of the Transporter; • signature of responsible party at Source Facility facility.	- date and time received; - amount of residuals received; - name & ID No. of Source Facility; - signature of the Transporter; - signature of responsible party at RMF;

- (j) The Contractor shall accept residuals from the Source Facility and shall transport residuals to the RMF in accordance with Chapter 62-640, *Florida Administrative Code*, and the federal biosolids regulations (49 C.F.R.).
- (k) The Contractor will comply with the requirements for proper residuals treatment, disposal, monitoring and record keeping as described in the FDEP operating permit for the Source Facility.

- (l) The Contractor shall maintain sufficient permitted capacity to receive residuals from the Source Facility and will operate the RMF in compliance with its permit.
- (m) It is understood that both the City and the Contractor are currently under regulation by applicable federal, state and local agencies or regulatory bodies. Both parties agree to abide by any pronouncement, order, regulation, permit, license, restriction, injunction, moratorium or denial of permission to operate imposed or issued by any of the said agencies or bodies or by any court of competent jurisdiction.
- (n) The Contractor reserves the right to temporarily suspend land application operations due to adverse weather and/or site-specific conditions such that land application cannot be continued within the permit requirements. In the event the Contractor does temporarily suspend land application operations, the Contractor shall transport the City's residuals from the Source Facility to an alternate FDEP approved site for the proper treatment and disposal in accordance with the requirements of Chapter 62-640, *Florida Administrative Code*. If the alternative site is an RMF, the Contractor shall facilitate preparation of the necessary agreements between the City and the RMF as required by FDEP to utilize that treatment and disposal site. The City shall not incur any additional charges for this service and the sludge disposal compensation stated in section 4(a) below will remain the same.
- (o) The Specifications for Domestic Wastewater Residuals "Sludge" Treatment and Disposal Services provided in the City's Bid Number 2025-20 and Addendum No. 1 are specifically incorporated into this Contract by reference.

3. TERM:

The initial term of this Contract shall be for a period of **three (3) years**, at the unit price stated in Paragraph 4, beginning on the date the Contract is fully executed by

both parties. It may be renewed for two additional **one (1) year** periods upon mutual written agreement by the parties.

4. COMPENSATION:

- (a) The Contractor shall provide all labor, material and specialized waste handling equipment for the transportation, treatment and disposal of residuals, including monitoring and record keeping, from the City of Ormond Beach Source Facility to RMF or applicable Disposal Site for the following fees:

SLUDGE DISPOSAL (first 3 yrs) (CL AA) PER TON COST \$118.18

- (b) It is specifically agreed and understood by the parties hereto that the rate stated in subparagraph (a) above is for the transportation of dewatered residuals from the Source Facility, delivered to the FDEP approved RMF or applicable Site for pathogen reduction, vector attraction reduction and disposal in accordance with the requirements of Chapter 62-640, *Florida Administrative Code* and federal biosolids regulations (40 C.F.R., Part 503, §503.33, option #6).
- (c) The City agrees that it will pay Contractor within thirty (30) calendar days of receipt of Contractor's invoice statements as provided above. Invoices will be made monthly. If Contractor disputes any determination by the City that some or all of an invoice shall not be paid, the determination shall be appealed by the Contractor to the City Manager within fifteen (15) days of notification to the Contractor that some or all of the disputed invoice will not be paid. The City Manager, or her designee, shall schedule and conduct a hearing within ten (10) days of the receipt of the notice of appeal. The City Manager, or her designee, will render a decision on the appeal within five (5) business days from the date of the hearing. The decision of the City Manager is final administrative action. Either party may appeal the decision of the City

Manager by petition for writ of certiorari to the Circuit Court in and for Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the City Manager. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

5. TERMINATION OF AGREEMENT:

- (a) Suspension and Termination for Cause: If the Contractor fails to perform any or all of the conditions of this Contract, as determined by the City Utilities Manager, the City Utilities Manager shall provide the Contractor with written notice of any and all such failures. Contractor shall correct the deficiencies within five (5) days of receipt of the notice. If the failure to perform constitutes a health, safety or welfare risk, the City Utilities Manager may at his sole discretion immediately suspend Contractor from performing until the deficiencies are corrected. If the violations are not corrected to the City Utilities Manager's satisfaction, or reoccur after such correction, the City may, in its sole discretion, immediately terminate this Contract. The City shall not pay for any services provided in breach of this Contract or state or federal law.
- (b) Termination without Cause: The City reserves the right to terminate this Contract at any time, without cause, subject to forty-five (45) calendar days' prior written notice to the Contractor.
- (c) Termination, suspension or cancellation of this Contract will not relieve the Contractor from any obligation under this Contract.
- (d) If this Contract is terminated for cause as provided for in this section, the Contractor will be removed from the City's vendor list.

- (e) The City shall have the right to terminate this Contract 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.

6. NON-APPROPRIATION OF FUNDS:

In the event sufficient budget funds are not available for a new fiscal year, the City shall notify the Contractor of such occurrence and this Contract shall terminate on the last day of the current fiscal year, without any penalty or expense to the City of any kind whatsoever.

7. CONTRACTOR LIABILITY:

The Contractor shall be responsible and liable for any and all equipment that is in the possession of the Contractor. The Contractor shall be responsible and liable for any and all losses or damages to the City or to any other agency's equipment regardless of the cause, while such equipment is in the possession of the Contractor and its agents.

8. INDEMNIFICATION AND HOLD HARMLESS:

The Contractor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, or Contractor's officers, employees, or agents, including subcontractors and other persons employed or used by Contractor in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

9. PAYMENT ON BEHALF OF CITY:

- (a) The Contractor agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in Section 8 of this Contract.

- (b) 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.

10. 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 effort 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.

11. INSURANCE REQUIREMENTS:

- (a) General. Contractor shall maintain the minimum insurance requirements established by City Resolution, and any amendments to thereto. 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.

(b) 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:

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

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

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.)

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

- 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

wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(6) 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.

Requirements for Certificates of Insurance.

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

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.

12. ASSIGNMENT:

- (a) The Contractor shall not assign, convey or transfer all or any part of this Contract, or all or any part of the Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission of the City, which consent shall not be unreasonably withheld.
- (b) The parties further recognize that if the Contractor desires to assign this Contract to a third party, the City will incur time and expenses in investigating such third party and its ability to provide the services governed by this Contract in a method and manner at least equivalent to that of the Contractor. The parties further recognize the delays, expense and difficulties in proving the actual losses incurred by the City if the Contractor assigns this Contract during its term. Accordingly, in lieu of requiring any such proof, the City and the Contractor agree that as a fee for assignment of this Contract, but not as a penalty, the Contractor shall pay the City the sum of one thousand (\$1,000.00) dollars at the time a request for assignment is made. Further, in the event a request for assignment is not approved by the City Commission of the City,

and the Contractor desires the City Commission to consider additional requests for assignment, the Contractor shall pay an additional assignment fee of one thousand (\$1,000.00) dollars for each such request. Nothing contained herein shall be deemed to require the City Commission of the City to approve any given request for assignment.

- (c) A request for assignment must be made in writing and provided to the City Clerk of the City at least ninety (90) days before the effective date of the proposed assignment.

13. EQUAL OPPORTUNITY EMPLOYMENT.

Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14. CONTINGENT FEES.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach of this provision, the City shall have the right in its sole discretion to immediately terminate this Contract without liability of any kind whatsoever, and to deduct the full amount of any such fee, commission, percentage, gift, or

consideration from any amount due under the Contract, or to bring any action at law or in equity as it may determine appropriate.

15. CONFLICT OF INTEREST.

The Contractor represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person or entity having any interest shall be employed for this purpose.

16. TRUTH-IN-NEGOTIATION CERTIFICATE.

The execution of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of any specific Work Authorization. Contractor's rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to Contractor. The City shall exercise its rights under this "Certificate" within one (1) year following final payment.

17. FORCE MAJEURE:

In the event that force majeure event, defined as acts of God or the public enemy, acts of the City in its sovereign, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, interfere with or prevent the fulfillment by either party of its obligations hereunder, such obligations will be suspended until such time as contingency or contingencies have terminated. Each party will promptly notify the other upon becoming aware that any such contingency have occurred or are likely to occur and

will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder.

18. COMPLETE AGREEMENT:

This Contract constitutes the entire and complete Agreement of the parties, and the promises and covenants herein contained shall survive the life of this Contract.

19. AMENDMENT TO AGREEMENT:

In order for any amendment, change or modification of this Contract to be effective, it must be in writing and fully executed by both parties.

20. NOTICES:

All notices which are required by this Contract 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
Utilities Manager
501 North Orchard Street
Ormond Beach, FL 32174

MERRELL BROS., INC.
Dustin Smith, Chief Executive Officer
8811 West 500 North
Kokomo, IN 46901

21. SOVEREIGN IMMUNITY:

The City hereby expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

22. VENUE:

Any action or proceeding, either at law or in equity, arising out of this Contract 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.

23. JURY TRIAL WAIVED:

The parties hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of the contract or any dealings between the parties. The scope of

this waiver is intended to be all encompassing of any disputes between the parties that may be filed in any court and that relate to the subject matter, including without limitation, contract claims, tort claims, breach of duty claims and all other common law and statutory claims.

24. WAIVER OF CONDITIONS:

No waiver by the City of any condition or breach of performance of this Contract 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.

25. ATTORNEYS' FEES AND COSTS:

As a result of any action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs, through and including any and all appeals, in addition to any damages which may be awarded.

26. SEVERABILITY:

If any part of this Contract is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of this Contract 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.

27. CONFLICTING PROVISIONS:

In the event of any conflict between the provisions of this Contract and any exhibits hereto, the most stringent provision shall control and shall be given full force and effect.

28. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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)

29. 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 completion of this Agreement.

30. 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.

31. 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.

32. EFFECTIVE DATE:

This Contract shall become effective on the date it is fully executed by the parties hereto.

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

DATED this ____ day of _____, 2025.

Witnesses:

CITY OF ORMOND BEACH

By: _____

Print: _____

JASON LESLIE

Mayor

Attest: _____

Print: _____

JOYCE SHANAHAN

City Manager

DATED this ____ day of _____, 2025.

MERRELL BROS., INC.

By: _____

Print: _____

Print Name: _____

Title: _____

Attest: _____

Print: _____

Print Name: _____

Title: _____



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: **WRF Biosolids Treatment and Disposal Services**
BID NUMBER: **2025-20**
BID OPENING DATE & TIME: **February 26, 2025 at 3:00 PM**
BID OPENING LOCATION: **Training Room, 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: Merrell Bros., Inc.

BIDDER'S MAILING ADDRESS: 8811 West 500 North

CITY-STATE-ZIP: Kokomo, IN 46901

F.E.I.N.: 35-1681490

PHONE NUMBER: (574) 699-7782

EMAIL: Dustin@merrellbros.com

If returning as a "No Bid", please state reason (s): N/A

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)

Dustin Smith

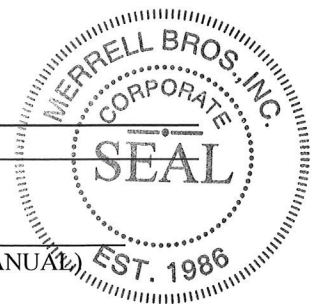
NAME (TYPED)

Chief Executive Officer

TITLE

02.24.2025

DATED



GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

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

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of 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.

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 not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

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

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

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

WARRANTY: The Bidder agrees that, unless otherwise specified, the items furnished under the Bid shall be covered by the most favorable commercial warranty for comparable items, 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 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 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 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).

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)

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
WRF BIOSOLIDS TREATMENT AND DISPOSAL SERVICES
Bid No. 2025-20

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet, with all required attachments and an electronic copy, on a thumb drive or CD, of the bid packet and attachments by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by phoning (386) 676-3223 or e-mailing rob.hart@ormondbeach.org. The deadline for questions is 2/21/2025, 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 **Attachment A** for the City's registration and risk management requirements.

Terms of Agreement:

The initial term of this Agreement shall be for a period of three **(3) years** and will be automatically renewed for two additional **one (1) year** periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:**GENERAL**

The City of Ormond Beach, Florida is soliciting bids with the intent to establish a contract for the transportation and disposal of domestic wastewater biosolids produced 7 days a week, 24 hours per day at their water reclamation facility located at 550 North Orchard Street in Ormond Beach. Bidder to transport this material to a Florida Department of Environmental (FDEP) permitted Residuals Management Facility (RMF) owned/leased and operated by the bidder for treatment to minimum Class AA standards and ultimate disposal according to state and federal standards.

MINIMUM QUALIFICATIONS

Bidder shall own or lease and operate a Residuals Management Facility (RMF) to treat municipal biosolids to a minimum Florida Class AA standards. The RMF facility shall operate under permits from the FDEP. As a licensed treatment facility contractor becomes the "generator" of the final treated product, and thus the City is not required to treat to any other FDEP requirement, i.e., no requirement for digestion, SOUR test, etc. The contractor is the responsible party to comply with Florida Statutes 62-640 Domestic Wastewater Residuals. Specifically 62.640.300 Permit Requirements, which states, "(5) Responsibility for Treatment and Proper Use. (b) A source facility permittee shall not be held responsible for treatment, management, use, or land application violations that occur after its residuals have been accepted by a permitted residuals management facility with which the source facility permittee has an agreement in accordance with Rule 62-640.880(1)(c), F.A.C., for further treatment, management, use or land application."

It is the intent for the successful bidder to meet the revised Florida Statutes 62-640 Biosolids Regulations.

The bidder shall own or be the sole lessee of the transportation equipment utilized in the performance of this contract. The equipment shall have the company name prominently displayed.

The bidder shall provide competent, suitable, qualified personnel to perform the work as required by the Contract documents. The bidder shall at all times, maintain good discipline and order at the site and shall not interfere with City operations.

The bidder shall furnish all equipment, labor, transportation, tools, and all other incidentals necessary for the execution of the Contract.

The bidder shall supply a minimum of two large capacity, leak proof trailers to provide a minimum of 48 cubic yards of trailer storage capacity at the plant site each weekday.

The bidder shall provide certified tare and net weight slips from a certified scale for each load being disposed of and of which billing to the client will be based upon. Scale certifications shall be provided to the client annually or as scales are state certified. Use of trailer tare weights for billing is strictly prohibited. Trailers shall be empty, clean and free of odors and vectors when dropped at the WRF.

Bidder agrees to obtain and maintain in good standing, all necessary local, regional, State and Federal permits and licenses required to transport, treat, and dispose of wastewater biosolids. and provide copies of said permits to the City of Ormond Beach with the bid package. When permits are renewed, copies shall be provided to the city within 30 days of issuance. In the event that the contractor fails to keep any required permits active resulting in the city being forced to dispose of the biosolids with an alternative vendor, then the contractor shall be responsible to remit the city any increases in disposal cost.

Bidder must have performed a minimum of 3 years of successful operation within the state of Florida.

TRANSPORTATION AND DISPOSAL

The bidder shall provide transportation for biosolids from the water reclamation facility located at 550 North Orchard Street to the contractor's treatment site(s). Trailers of sufficient capacity shall be provided by the contractor and staged at the plant for loading by City personnel. Transporting equipment shall be readily movable by the City personnel to facilitate loading and subject to City approval. Bid price for transporting biosolids shall include all costs, including staging/loading time, licensed drivers, insurance and all applicable permits for over-the-road hauling. Bid price shall include transportation, biosolids treatment to minimum Class AA standards and disposal. The contractor agrees that biosolids removal operations will not be halted due to transportation problems. Contractor will have alternative equipment or operations in place to prevent these types of delays. Contractor accepts responsibility for the biosolids after the city loads the material into contractor's trailers for transportation to the RMF.

Bidder agrees to be responsible for any costs that may occur due to contractor not being able to accept and process biosolids at primary RMF. Contractor shall be responsible for locating alternative disposal sites and FDEP permitting to include them in the plant operating permit. Additional costs incurred for alternative disposal shall be the contractor's responsibility.

The bidder agrees to responsibly remove trailers holding biosolids at the water reclamation facility (WRF) within a two-day holding period, to eliminate nuisance odor complaints/conditions at the site. The bidder agrees to respond to all nuisance odor complaints/conditions, which may result from biosolids being retained and/or stored more than two days at the WRF site.

The bidder shall be responsible for all surcharges that may be imposed by the County or State for violations pertaining, but not limited to, transporting, treatment and disposal of biosolids.

Bidder agrees to accept biosolids on a 365-day per year basis, as directed by the City of Ormond Beach Chief Operator. Site delivery schedule may include various delivery times, when coordinated in advance by the Chief Operator.

The City designates the Chief Operator as being the representative of the City in all matters regarding biosolids transportation and in coordinating same with the contractor. All biosolids removed from the premises shall be checked by the Chief Operator or designee (s), who will collect and maintain trip/disposal tickets for each load of transported biosolids.

Trip/0 tickets shall be on a form acceptable to the City and FDEP. Tickets shall establish a chain of custody from the City to the contractor's treatment site and include quantities delivered in wet tons.

QUANTITIES:

Bidder and City agree that biosolids production at the City's plant will vary annually, seasonally and monthly. Therefore, the values given below for the anticipated biosolids production are to serve only as a summary of past experience with respect to potential biosolids production during the contract period. Biosolids are thickened to an average 20% dry solids by weight by a centrifuge and loaded into an open trailer by a conveyor belt. The potential biosolids production during the period of this agreement is approximately 16 wet tons per day (estimated annual biosolids production 5,500 wet tons). Dewatered biosolids shall range from 18 to 24 percent dry solids by weight, with an average of approximately 20 percent. The Contractor must also be able to accept aerobic undigested biosolids with as low as 1 percent dry solids by weight in emergency situations.

INFORMATION TO BE PROVIDED WITH BIDDER'S SUBMITTAL:

1. Copies of all necessary local, regional, State and Federal permits and licenses required to transport, treat, and dispose of wastewater biosolids.
2. Bidder must submit documentation of 3 years of successful operation within the state of Florida.
3. Proof of ownership or copy of the lease agreement with a licensed residuals management facility.
4. Bidder must submit documentation to assure financial, organizational, and equipment capability to fulfill the scope of the Contract.

COST ADJUSTMENTS:

The Contractor is required to provide a firm price, as stated in subparagraph (a), for the initial three (3) year term of this Contract for the Services provided. Upon any exercise of contract renewal, but no later than ninety (90) days before the end of each contract period, the Contractor may request a rate adjustment subject only to changes in mutually-agreed, nationally recognized, indices (for example: Consumer Price Index), changes in the scope of work, changes in the location of land application sites, changes in energy or chemical costs, and changes in applicable laws, rules, regulations, or directives. Any change in the rates stated in subparagraph (a) shall be negotiated by the parties, and approved by the City Commission of the City, in its absolute discretion, in advance of the effective date of any such change. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

BIDS:

All bids submitted shall be a delivered price. Bids shall be F.O.B. the City of Ormond Beach Ormond Beach Water Reclamation Facility, 550 North Orchard Street, Ormond Beach, Florida.

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:

WRF BIOSOLIDS TREATMENT AND DISPOSAL SERVICES
Bid No. 2025-20

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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)

deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

City of Ormond Beach
WRF BIOSOLIDS TREATMENT AND DISPOSAL SERVICES
Bid No. 2025-20

BID RESPONSE FORM

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

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174
Phone: (386) 676-3223

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

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

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

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

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>02.19.2025</u>	<u>#1</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Receipt of all of which is hereby acknowledged.

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

BID RESPONSE FORM
(continued)

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: Merrell Bros., Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 8811 West 500 North

Kokomo, IN 46901

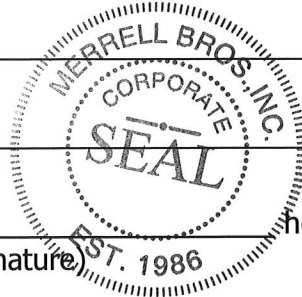
PHONE NO.: (574) 699-7782

FAX NO.: (574) 699-7478

SUBMITTER'S NAME: Dustin Smith
(Typed or Printed in Ink)

TITLE: Chief Executive Officer

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
WRF BIOSOLIDS TREATMENT AND DISPOSAL SERVICES
Bid No. 2025-20

The undersigned as bidder, hereby declares that he/she has carefully examined the specifications for the **WRF BIOSOLIDS TREATMENT AND DISPOSAL SERVICES** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. This bid constitutes the offer in its entirety. No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. The undersigned further states that this/these product(s) will be delivered F.O.B. point of use to the specified Governmental Entity.

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE

Base Bid

DESCRIPTION	UNIT	UNIT COST
Biosolids Transportation, Treatment to Class AA Standards and Disposal (18 - 24 % dry solids by weight)	Wet Tons	\$ <u>118.18</u>
One hundred eighteen dollars and eighteen cents-----		
(Words)		

Alternate Bid

DESCRIPTION	UNIT	UNIT COST
Biosolids Transportation, Treatment to Class AA Standards and Disposal (≤ 2 % dry solids by weight)	Gallons	\$ <u>No Bid</u>
No Bid		
(Words)		

The bid basis for the contract award is unit price for wet tons.

City of Ormond Beach

**WRF BIOSOLIDS TREATMENT AND DISPOSAL SERVICES
Bid No. 2025-20**

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.

Merrell Bros., Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Dustin Smith

NAME (PRINT OR TYPE)

Chief Executive Officer

TITLE

02.24.2025

DATE

City of Ormond Beach
WRF BIOSOLIDS TREATMENT AND DISPOSAL SERVICES
Bid No. 2025-20

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.

Merrell Bros., Inc.
COMPANY NAME

AUTHORIZED SIGNATURE
Dustin Smith
NAME
Chief Executive Officer
TITLE
02.24.2025
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.

Merrell Bros., Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Dustin Smith

NAME (PRINT OR TYPE)



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

**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 Chief Executive Officer of Merrell Bros., Inc.
(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: February 24, 2025 Signed: [Signature]

Entity: Merrell Bros., Inc. Name: Dustin Smith

Title: Chief Executive Officer

STATE OF: Indiana COUNTY OF: Howard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of February, 2025,

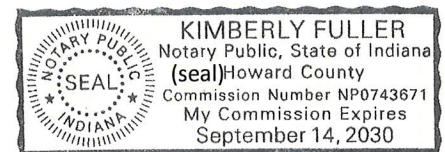
by Dustin Smith and who:

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

Kimberly Fuller
Notary Public, State of ~~Notary Seal~~ Indiana

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: September 14, 2030



This document must be completed and returned with your Submittal



**HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)**

STATE OF Indiana §
§
COUNTY OF Howard §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

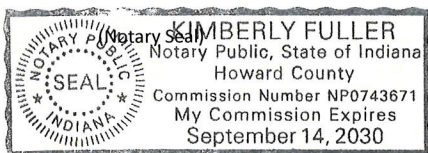
1. My name is Dustin Smith. I am over the age of Twenty-one years old. I am the Chief Executive Officer of Merrell Bros., Inc., a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: February 24, 2025

Signed: 
Print Name: Dustin Smith
Title: Chief Executive Officer

SUBSCRIBED AND SWORN before me by means of [☒] physical presence or [☐] online notarization on the 24th day of February, 2025 by Dustin Smith as Chief Executive Officer on behalf of Merrell Bros., Inc. who is personally known to me or who has produced _____ as identification.




Notary Public, State of Indiana
Printed name, commission and expiration of commission term

This document must be completed and returned with your Submittal

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:

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.

- (a) 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.
- (b) 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.



N/A

Local Vendor Affidavit of Eligibility

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

Attachment A
City of Ormond Beach
REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR
WORKING ON CITY PROJECTS

Registration Requirements

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 from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

ANNUAL MEETING OF BOARD OF DIRECTORS
MERRELL BROS, INC.
HELD JANUARY 6th, 2020

The annual meeting of the Board of Directors of Merrell Bros, Inc. was held at the office of the corporation at 1:00 PM on January 6th, 2020.

All of the directors were present in person. A waiver of notice was signed by all of the directors and presented to the secretary for recording in the corporate records.

The following were nominated and unanimously elected as officers for the ensuing year:

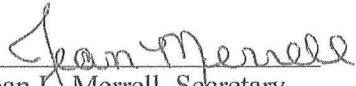
Nieta K. Merrell-	President
Ted D. Merrell -	Vice-President
Terry C. Merrell-	Treasurer
Jean L. Merrell -	Secretary

The activities of the officers for the prior year were reviewed, and the board approved the action taken by the officers of the corporation and ratified the same. The financial records of the corporation were reviewed along with the prospectus for the ensuing year.

The Board of Directors also agreed unanimously to allow the following individuals to sign or negotiate contracts related to projects the company has or is bidding in the normal course of their business; Dustin Smith, Karson Merrell, Ryan Zeck, Blake Merrell and Brayden Merrell. This authority does not include real estate contracts. Terry Merrell, Ted Merrell, Jean Merrell and Nieta Merrell have the authority to execute all negotiable instruments including all checks, drafts, notes, bonds, purchase of real estate, contracts, bills of exchange and orders for the payment of money.

The board reviewed the tax return of the corporation prepared by Blue & Company.

There being no further business, the meeting was adjourned.


Jean L. Merrell, Secretary

ATTEST:

Nieta K. Merrell, President

State of Florida

Department of State

I certify from the records of this office that MERRELL BROS., INC. is an Indiana corporation authorized to transact business in the State of Florida, qualified on September 22, 2008.

The document number of this corporation is F08000004107.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 2, 2024, 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 Twenty-fourth day of
February, 2025*




Secretary of State

Tracking Number: 1465557081CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

PASCO COUNTY BUSINESS TAX RECEIPT

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

2025

Expires September 30th



ACCOUNT #:: 81564

SIC CODE: 4959.00

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
BIOSOLIDS REMOVAL SERVICE

STATE LICENSE # /or COUNTY COMP CARD #

MERRELL BROS INC

8811 W 500 N
KOKOMO, IN 46901-8776

OWNER/QUALIFYING AGENT
MERRELL TERRY

LOCATION ADDRESS:
14220 HAYS ROAD
SPRING HILL, FL 34610-8776

DATE	RECEIPT	AMOUNT
08/27/2024	24-0-144184	93.75

Dear Business Owner:

Your **2025** Pasco County Business Tax Receipt is printed above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Pasco County Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Pasco County Business Tax Receipt is non-regulatory and is not meant to be a certification of the holder's ability to perform the service for which it is registered.

Business Tax Receipts expire September 30th. Annual renewals are mailed in June to the address of record at that time. Please contact our office if there are any changes to your business name, ownership, physical address, or closing of your business.

Thank you for allowing us to serve you!

MIKE FASANO
PASCO COUNTY TAX COLLECTOR

EAST PASCO GOVERNMENT CENTER
DADE CITY

WEST PASCO GOVERNMENT CENTER
NEW PORT RICHEY

TAX COLLECTOR BUILDING
GULF HARBORS

CENTRAL PASCO GOVERNMENT CENTER
LAND O' LAKES

COMPARK 75 BUSINESS PARK
WESLEY CHAPEL

CALL CENTER: MONDAY - FRIDAY 8:30 AM - 5:00 PM (352) 521-4338 • (727) 847-8032 • (813) 235-6076

February 19, 2025

TO: Perspective Bidders and Others Concerned

SUBJECT: WRF Biosolids Treatment and Disposal Services, Bid No. 2025-20

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.

Questions and answers:

Q1: Page 11 of the bid specifications state: "Bidder agrees to accept biosolids on a 365-day per year basis, as directed by the City of Ormond Beach Chief Operator. Site delivery schedule may include various delivery times, when coordinated in advance by the Chief Operator"

Would the City reconsider this language? If the City intends that the language means 1) biosolids will be dewatered and conveyed into staged and available trailers 365-days per year, the terms are understandable and agreeable. But if the City is 2) seeking a contract to provide transportation, logistics, and disposal or further treatment 365-days per year, this is a very irregular and an unusual scope of work. This is antidotal and a single viewpoint, but I am unaware of a single landfill, biosolids treatment facility, or any State-permitted facility capable of receiving biosolids that is open 365-days per year. The necessity for such a requirement is going to result in a substantial added cost to the City as a single load or load(s) will require staffing of facilities on weekends, Holidays, and result in very excessive operational costs for a minimal quantity of material to be dealt with on a weekend or holiday. Would the City consider requiring all week days, with the exception of National Holidays be days that the bidder agrees to accept biosolids during workmanlike hours? On page 10, a 2-day holding period is stated as acceptable, so would that not default to the expectation that Monday-Friday be the necessary, and common, required days of performance? This would align the City's scope of work with industry norms.

A1: The City's intent is as follows, "1) biosolids will be dewatered and conveyed into staged and available trailers 365-days per year." With the 2-day holding period, yes it would "default to the expectation that Monday – Friday be the necessary, and common, required days of performance." During such times of holidays or when the typical work week is anticipated to be interrupted by events, City Staff may request an additional trailer from the Contractor in advance of such event or holiday.

Q2: Page 11 of the bid specifications state: “The Contractor must also be able to accept aerobic undigested biosolids with as low as 1 percent dry solids by weight in emergency situations”. This is an entirely separate workflow, requiring different trailers (tankers) vs the typical and common workflow requiring dump trailers. Secondly the ability to receive 1% liquid biosolids in large quantities would require idled assets to be ready and waiting for a situation that may never occur.

Landfills, and residual management facilities (RMF's) are capable of receiving dewatered (semi-solid) biosolids, but 1% liquid, in unstated quantities, is not a form of waste these facilities are equipped to receive and process. Wastewater mechanical dewatering assets (e.g. belt presses, centrifuges, and screw presses) are substantially expensive assets, as the City is well aware, and serve the sole purpose of removing large quantities of liquid and preparing the biosolids into a waste form that is common and regular for industry disposal or further treatment. To require the contractor to have the capacity to potentially receive an undeclared volume of 1% liquid biosolids requires a substantial theoretical expense the contractor must bare that may potentially never be called upon or utilized. Would the City instead require rental mechanical dewatering assets be available for rent in the even the City needed such resources? This burden is substantial and can't be overstated. The ability to receive and treat liquid 1% biosolids in quantities performed typically by the City's equipment would require hundreds of thousands of gallons of transportation (an estimated 100,000-150,000 gallons per day), numerous semi-tractors and tankers (an estimated 21 liquid tanker loads per day vs 1-2 loads per day for line item 1), and potentially 6-7 figure valued mechanical dewatering assets on standby to deal with and dewater the liquid waste to prepare the waste into a form standard and common for the wastewater industry.

A2: The City understands the constraints this expectation puts on the contractor and agrees to remove this language of, “The Contractor must be able to accept aerobic undigested biosolids with as low as 1% percent dry solids by weight in emergency situations” from the Contract documents.

Q3: Does the City certify that biosolids generated are Class B (approved for land application as-is).

A3: The City does not Certify that the biosolids generated are Class B. The biosolids generated by the City are not approved for land application as-is and would need to be further treated by Contractor in order to meet FDEP requirements for land application.

Q4: Page 10 states “Bidder agrees to be responsible for any costs that may occur due to contractor not being able to accept and process biosolids at primary RMF. Contractor shall be responsible for locating alternative disposal sites and FDEP permitting to include

them in the plant operating permit. Additional costs incurred for alternative disposal shall be the contractor's responsibility."

The EPA is considering new rules related to 'forever chemicals' also called PFOS and PFOA. Should these rules be implemented during this contract term, does the City acknowledge that new federal rule making might disallow biosolids from being recycled at an RMF for nutrient agricultural purposes and does the City acknowledge that this language would not apply to this situation? The contractor would be a passive receiver in the event new EPA regulations are implemented and would therefore not be responsible for necessary corrections the City would have to make to meet PFOS and PFOA ceiling table limits (which are not yet determined).

A4: Yes, the City does acknowledge that current contract language would not apply in the event of a major EPA rule and regulations change regarding how biosolids are recycled at an RMF. In the event of any regulation changes regarding biosolids which would prohibit the Contractor from disposing of biosolids at their primary RMF, the Contractor will be responsible for notifying the City in writing within 90 days of such a regulation change. Upon receipt of such documentation, City Staff will review such information and discuss the regulation changes along with possible cost implications with the awarded Contractor.

Additional Changes:

The following language has been added to the Contract in regards to the conditions of trailers utilized by the Contractor.

- **All supplied trailers must comply with FDOT safety standards at all times. If a trailer is deemed unsafe, unusable, or does not meet minimum FDOT standards as ascertained by the City's project manager, it will be the responsibility of the contractor to remove such trailer from the site and provide a trailer which meets these requirements within a 24-hour period at no cost to the City.**

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – WRF Biosolids Treatment and Disposal Services, Bid No. 2025-20 for the City of Ormond Beach.

City of Ormond Beach, Florida



Bid No. 2025-20

February 26, 2025 at 3:00 PM

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: Trevor Neal
Utility Project Manager



City of Ormond Beach

AGENDA ITEM

May 6, 2025 - City Commission

Number: 7.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2025-90
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	RFP Award - Sewer Infiltration		
Summary:	This item is a request to award a contract to Atlantic Pipe Services, LLC, for services pertaining to the Sanitary Sewer Inflow and Infiltration Survey, RFP number 2025-31. This project will conduct a comprehensive survey of the sanitary sewer system within an estimated 16-mile region of the City's utility service area. This survey will assist with maintaining compliance with the Florida Department of Environmental Protection's (FDEP) requirements outlined in Florida Administrative Code Section 62.600.705. This code section outlines the requirements for surveying 25% of the City's sanitary sewer system within a 5-year time period. Upon completion of this project, the City will have a report with video footage identifying any cracks, breaks, cross-connections with other systems, faulty lateral connections, tree root penetrations, and any degrading manhole structures in the surveyed region. On March 26, 2025 five responses were received and opened for The Sanitary Sewer Inflow and Infiltration Survey project, RFP 2025-31. These proposals were rated on five factors: 1. Qualifications and experience of the firm 2. Data analysis and reporting methods proposed by the firm 3. Project management plan proposed for this project by the firm. 4. Responding firm's equipment inventory and capabilities. 5. Location of the headquarters / base of operation of the firm in relation to the City's service area. A tabulation of the scoring of the responding firms is included with this item, with the highest overall rated proposal having been submitted by Atlantic Pipe Services, LLC (253 out of 300 total points).		

	The proposed cost from Atlantic Pipe Services, LLC, for the project work is \$393,275.65.	
Financial Impact:	The sanitary sewer inflow and infiltration program is included in Fund 409-Water & Wastewater Capital Fund in the amount of \$300,000. The additional funding needed to award this project is available from the fund's reserve and will require a budget amendment if the award is approved. Total project cost is \$393,275.65.	
Citizen Impact:	Scheduled maintenance and rehabilitation of the City's sanitary sewer system assists with staff being able to meet the standards of service the utility customers expect. Rehabilitation efforts also assist with the City meeting its FDEP permit obligations.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of a contract with Atlantic Pipe Services, LLC, for services pertaining to Sanitary Sewer Inflow and Infiltration Services.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 25-90 Sewer Survey-Atlantic Pipe (P25-0046G) 2. Atlantic Pipe Svc Agreement 3. 2025-31 Sanitary Sewer Inflow & Infiltration Survey - Proposal 4. RFP 2025-31 Addendum 1 5. RFP 2025-31 Addendum 2 with optional vendor packet 6. RFP 2025-31 Addendum 3 with e-verify 7. RFP 2025-31 Addendum 4 8. RFP 2025-31 Sanitary Sewer System Inflow & Infiltration Survey 9. RFP 2025-31 signed score summary	
Approval:	Kelly McGuire, Finance Director	4/21/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	4/23/2025
	Joyce Shanahan, City Manager	4/24/2025

RESOLUTION NO. 2025-90

A RESOLUTION ACCEPTING THE PROPOSAL OF ATLANTIC PIPE SERVICES, LLC REGARDING A SANITARY SEWER INFLOW & INFILTRATION SURVEY; 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 services to provide a sanitary sewer inflow and infiltration survey (the Project) (City RFP No. 2025-31), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the five proposals received and determined that the most advantageous proposal for the City is the proposal submitted by Atlantic Pipe Services, LLC to provide services for the Project in the amount of \$393,275.65 (a copy of said proposal being attached hereto and incorporated herein by reference), 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/Wastewater Capital Fund (409) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal of Atlantic Pipe Services, LLC to provide services for the Project is hereby accepted.

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

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Atlantic Pipe Services, LLC for the Project

and to pay the cost thereof from the Water/Wastewater Capital Fund. A copy of said Agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 6th day of May, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Atlantic Pipe Services, LLC** ("Contractor"), 2905 E. Moody Blvd., Bunnell, FL 32110, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request For Proposals ("Sanitary Sewer Inflow & Infiltration Survey", 2025-31) attached hereto as Exhibit "A" and Contractor's Project Management & Process 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.

Unless otherwise specified, references in this Agreement or in the exhibits to "owner" or "engineer" shall mean "City".

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 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

Atlantic Pipe Services, LLC
Tiziana Carrasquero, CFO
2905 E. Moody Blvd.
Bunnell, FL 32110

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than 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):

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- 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
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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:

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\$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.

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

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

FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court

costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **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 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.

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 _____, 2025.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____

JASON LESLIE

Mayor

Print Name: _____

By: _____

JOYCE SHANAHAN

City Manager

DATED this ____ day of _____, 2025.

Witnesses:

ATLANTIC PIPE SERVICES, LLC

By: _____

Print Name: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____



City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: SANITARY SEWER INFLOW & INFILTRATION SURVEY
RFP NUMBER: 2025-31
RFP OPENING DATE & TIME: March 26, 2025 2:00 PM
RFP OPENING LOCATION: Training Room, City Hall (breezeway)
PRE-PROPOSAL MEETING DATE & TIME: March 12, 2025 10:00 AM
PRE-PROPOSAL LOCATION: Training Room, City Hall (breezeway)

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: Atlantic Pipe Services, LLC

PROPOSER'S MAILING ADDRESS: 2905 E Moody Blvd

CITY-STATE-ZIP: Bunnell, FL 32110

F.E.I.N.: 81-4515509

PHONE NUMBER: 386-313-9060

EMAIL: info@atlanticpipe.us

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 Tiziana Carrasquero
AUTHORIZED SIGNATURE (MANUAL)

Tiziana Carrasquero

NAME (TYPED)

CFO

TITLE

3/25/25

DATED

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct

type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

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

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The objective of the Inflow & Infiltration survey is to provide the City of Ormond Beach a comprehensive report of the sanitary sewer system. This survey will focus on rating areas with issues of Inflow & Infiltration through manhole structures, gravity mains, and sewer laterals. This rating system will allow the City of Ormond Beach to prioritize their upgrades to the most severe sections. This survey will facilitate the City of Ormond Beach, to maintain compliance with the FDEP requirements Section 62-600.705(2)(a), F.A.C. ruling. The ruling requires 25% of our sanitary sewer system within a five-year period be investigated for excessive I & I conflict. Such conflicts can include; cracks or breaks in the piping, cross-connection with storm systems, faulty lateral connections, tree root penetration, and degrading manhole structures.

II. SCOPE OF SERVICES

- The contractor will perform sufficient pipe cleaning for proper CCTV inspection on various pipe sizes within the City's roadways, right-of-way's, and easements (which may include backyards). Proper removal and disposal of debris at approved off-site dump facilities.
- A CCTV recorded inspection of various sizes within the designated sewer system. The CCTV inspection will include televised recorded lateral inspection along with the main. The approximate linear footage of the project is 100,000 of gravity mains and service laterals.
- The Contractor must be able to utilize at least 1080p HD digit quality resolution with locating Sonde built into the camera.
- The recorded footage needs to be reviewed and inspected for Quality Assurance & Quality Control by a certified NASSCO-PACP, LACP, and MACP operator prior to submitting. All recordings will be reviewed and inspected periodically and submitted to the City of Ormond Beach for approval and release of payment schedule.
- The Contractor will perform an approximate linear footage of 82,686 for smoke testing through the sewer system manhole structures (see technical specification in project manual). The Contractor will need to schedule with the City of Ormond Beach and the homeowners the date, location, and time of smoke testing. Any cross-connection or defects found through smoke testing must be logged and documented with pictures. The Contractor will need to schedule with property owners for access to any easements, including backyards.
- The Contractor will need to perform proper MOT for the safety of the citizens.
- A comprehensive map and report of the findings, to include but not limited to; confirmed pipe size/material, manhole depths, and defects graded for severity will be provided to the City of Ormond Beach by the contractor, as well as, a recommended action plan for each defect reported.

Methods used to survey the sanitary sewer system:

Manhole inspection

Manhole inspections can identify leaks from broken benches and joints due to tree root intrusion or design issues. Manholes can contribute to significant Inflow & Infiltration through leaky covers as well.

Smoke testing

Smoke testing locates inflow and infiltration sources by identifying stormwater drain cross connections, broken pipes and laterals, and unsealed manholes.

CCTV

The use of CCTV allows authorities to visualize the inside of pipes by using a small camera that travels down the length of a pipe to produce a visual representation of its condition. CCTV inspections can reveal the need for rehabilitating leaky pipes or broken lateral connections.

III. TERM OF AGREEMENT

Proposer agrees that the Work will be substantially completed within **245** calendar days after the date when the Contract Time commences to run, and completed within **305** calendar days after the date when the Contract Time commences to run.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

All interested Firms must submit a statement of qualifications for all personnel to be assigned to the project listing their prior applicable experience of projects of similar size and scope, certifications and industry licenses. At a minimum, the Firm's team should consist of personnel that meet the following requirements:

- I. PERSONNEL - All field crew members must have one operator with a current NASSCO-PACP, LACP, and MACP certification.
- II. PROJECT MANAGER - Project Managers will be required to be accessible throughout the project, submit monthly status reports and act as the point of contact between City staff and the Firm. Project managers shall have at least one (1) year of CCTV experience.
- III. DATA PROCESSING STAFF - All data processing staff shall be trained in the specified software application and possess a current NASSCO-PACP, LACP, and MACP certification

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Qualifications & Experience:

- The firm should provide general information regarding their history, qualifications, and licenses that are relevant to this project.
- Firm must submit references for five (5) similar projects. Firm should submit contact name, address, phone, details on scope of project and timeline completed.
- Firm shall have a documented experience of at least five (5) similar CCTV inspection surveys and/or a minimum of 1,000,000 linear footage CCTV inspection.

B. Project Management Skills:

- Demonstrate the order of operations to plan, design, execute, control, and finalize.
- Firm is required to submit a sample set of deliverables with their Proposal. Sample deliverables should include a full deliverables package for a similar project in size and scope. City of Ormond Beach will review these for quality and overall usefulness of deliverable reports and databases.

C. Data Analysis & Reporting Methods:

- Service provider shall have certified NASSCO-PACP, LACP, and MACP Operators performing QA&QC.

D. Equipment & Capabilities:

- Firm must possess equipment that is updated with newest software applications, high quality, in good working condition, and facilitates an efficient process.
- Firm must possess equipment capable of maintaining 1080p HD digit quality resolution with locating Sonde built into the camera.
- Provide a 48hr or less emergency call-out service in response to any damage, blockage, or issues directly related to all operations within the project scope.
- Firm must possess the capability to perform cleaning and CCTV inspection in lateral lines and in backyard easements.

VI. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the Utility Project Manager, Utility Manager, and Collections Supervisor. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

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

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 & Experience (30 points)
Data Analysis & Reporting Methods (20 points)
Project Management Skills (10 points)
Equipment & Capabilities (15 points)
Pricing (15 points) – Exhibit B
Location (10 points)

Responsive proposals will be ranked in each of the criteria

Evaluation Form
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
RFP 2025-31

Name of Firm:

Reviewer:

Date:

Score

Qualification & Experience (30 pts Max)

Data Analysis & Reporting Methods (20 pts Max)

Project Management Skills (10 pts Max)

Equipment & Capabilities (15 pts Max)

Pricing (15 pts Max)

Headquarter Location (choose most appropriate one):

1 - Located in Ormond Beach Utility Service Area - 10 pts

2 - Located within 100 miles - 5 pts

3 - Located over 100 miles - 3 pts

Total

VII. 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 DATE & TIME.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

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

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or

package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

EXHIBIT A

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

Registration Requirements

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

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

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

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

State Certified/Registered Contractors

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

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

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 at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability

benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

following coverage (any deviation shall be noted on the Certificates of Insurance):

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury and Property Damage

- (d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

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

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

E. Policies of Insurance

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

EXHIBIT B
PRICE PROPOSAL
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
Request for Proposals (RFP)
2025-31

ALL MEASUREMENTS ARE ESTIMATED FROM OUR GIS MAPPING SYSTEM

Item Number	Item Description	Item Quantity	Item Units	Unit Price	Item Price
1	INSPECT SANITARY SEWER LATERALS	674	EA	\$ 175.00	\$ 117,950.00
2	INSPECT 6-INCH SANITARY SEWER	2,217	LF	\$ 3.00	\$ 6,651.00
3	INSPECT 8-INCH SANITARY SEWER	68,899	LF	\$ 2.15	\$ 148,132.85
4	INSPECT 10-INCH SANITARY SEWER	4,733	LF	\$ 2.50	\$ 11,832.50
5	INSPECT 12-INCH SANITARY SEWER	2,211	LF	\$ 6.00	\$ 13,266.00
6	INSPECT 15-INCH SANITARY SEWER	4,586	LF	\$ 6.15	\$ 28,203.90
7	INSPECT 18-INCH SANITARY SEWER	40	LF	\$ 25.00	\$ 1,000.00
8	HEAVY CLEANING ANY SIZE SANITARY SEWER	4,134	LF	\$ 4.00	\$ 16,536.00
9	SMOKE TESTING	82,686	LF	\$ 0.40	\$ 33,074.40
10	MOBILIZATION/ DEMOBILIZATION	1	LS	\$ 5,500.00	\$ 5,500.00
11	INSPECT LEVEL 1 MANHOLE ASSESSMENT	359	EA	\$ 31.00	\$ 11,129.00

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

PRICE ITEMS

Item No. 1 Inspect Sanitary Sewer Laterals

Measurement: The quantity for payment shall be Each Unit for inspecting sanitary sewer laterals.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress,

inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 2 Inspect 6-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 3 Inspect 8-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 4 Inspect 10-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 5 Inspect 12-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 6 Inspect 15-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 7 Inspect 18-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 8 Heavy Cleaning Any Size Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe. This item requires written approval from the City's representative prior to commencement of this work.

Item No. 9 Smoke Testing

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: notification to homeowners, deployment of smoke generator, documentation of defects or cross-connections, and Maintenance of Traffic.

Item No. 10 Mobilization/Demobilization

Definition. Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations.

The cost of bonds, required insurance, permits and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Demobilization shall be the work of removing temporary facilities from the site.

Payment. Partial payments for this item will be made in accordance with the following schedule:

<u>Percent of Original Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
Contract Approval	25
10	50
25	75
50	100

These payments will be subject to the standard retainage provided in the agreement. Payment of the retainage will be made after successful completion of the work and demobilization.

Item No. 11 Inspect Level 1 Manhole Assessment

Measurement: The quantity for payment shall be Each Unit for inspecting manhole structures.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the manhole details including; location, material, cover size, barrel size, ID / depth, condition of entire structure, indications of surcharge, and any inflow and infiltration issues, and Maintenance of Traffic.

City of Ormond Beach
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
Request for Proposals (RFP)
2025-31

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

March 4, 2025

March 6, 2025

March 19, 2025

March 20, 2025

Addendum Number

NO. 1

NO. 2

NO. 3

NO. 4

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: Atlantic Pipe Services, LLC

VENDOR/CONTRACTOR LICENSE NUMBER: CGC1525525

ADDRESS: 2905 E. Moody Blvd
Bunnell, FL 32110

PHONE NO.: 286-313-9060

FAX NO.: N/A

SUBMITTER'S NAME: Tiziana Carrasquero

(Typed or Printed in Ink)

TITLE: CFO

AUTHORIZED SIGNATURE: I, Tiziana Carrasquero
 hereby

(Original signature required in each document)

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
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.

Atlantic Pipe Services, LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Tiziana Carrasquero

SIGNER'S NAME (PRINT OR TYPE)

CFO

TITLE

3/25/25

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
Request for Proposals (RFP)
2025-31

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.

Atlantic Pipe Services, LLC

Company Name

Tiziana Carrasquero

Authorized Signature

Tiziana Carrasquero

Print Name

CFO

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

**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 CFO of Atlantic Pipe Services, LLC
(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: March 25, 2025

Signed: Tiziana Carrasquero

Entity: Atlantic Pipe Services, LLC

Name: Tiziana Carrasquero

Title: CFO

STATE OF: Florida

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of March, 2025, by Tiziana Carrasquero and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large:

Printed Name/Seal of Notary, Commission and Expiration Date:



ARIANA K. THOMPSON
Commission # HH 199805 (seal)
Expires November 17, 2025

My commission expires: 11/17/25

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL



HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

con

COUNTY OF VOLUSIA

con

52

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Tiziana Carrasquero. I am over the age of Twenty-one years old. I am the CFO of Atlantic Pipe Services, LLC, a non- governmental entity which does
(Title) (Business Name)
business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: March 25, 2025

Signed:

Print Name: Tiziana Carrasquero

Title: CFO

SUBSCRIBED AND SWORN before me by means of ☒ physical presence or ☐ online notarization on the 25 day of March, 2025 by Tiziana Carasquera as CEO on behalf of Atlantic Pipe Services who is personally known to me or who has produced _____ as identification.

(Notary Seal)



ARIANA K. THOMPSON
Commission # HH 199805
Expires November 17, 2025

Notary Public, State of Florida

Printed name, commission and expiration of commission term

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**City of Ormond Beach
Request for Proposals (RFP)
SANITARY SEWER INFLOW & INFILTRATION SURVEY
RFP No. 2025-31**

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.

Atlantic Pipe Services, LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Tiziana Carrasquero

NAME

CFO

TITLE

3/25/25

DATE

SEWER LINE AND MANHOLE CLEANING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated sewer lines and manholes prior to internal inspection by closed circuit television, testing and chemical grouting operations.

~~1.02 RELATED WORK~~

~~A. Television Inspection of Sewers is included in Section [02764].~~

~~B. Sewer Flow Control is included in Section [02740].~~

NOTE: The following Paragraphs are not normally required for this Section. They are to be used at the discretion of the specifier.

PART 2 PRODUCTS

2.01 EQUIPMENT

A. Hydraulic Sewer Cleaning Equipment

- 1. The equipment used shall be of a movable dam type and be constructed so that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be the same diameter as the pipe being cleaned and shall provide flexible scraper around the outer periphery to ensure total removal of grease. If sewer cleaning balls or other such equipment which cannot be collapsed instantly are used, special precautions against flooding of the sewers and public or private property shall be taken.

B. High Velocity Jet (Hydro cleaning) Equipment

- 1. All high velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a long-distance solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel. All controls shall be located so the equipment can be operated above ground.

C. Mechanical Cleaning Equipment

- 1. Bucket machines shall be in pairs and with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive which could cause damage to the pipe shall not be acceptable.
- 2. Power rodding machines shall be either sectional or continuous type capable of holding a minimum of 750-ft of rod. The rod shall be specifically treated steel. To ensure safe

operation, the machine shall have a fully enclosed body and an automatic safety release clutch or relief valve.

PART 3 EXECUTION

3.01 GENERAL

- A. Sewer line walls shall be cleaned adequately to provide for a camera used in internal inspection to discern structural defects, misalignment and infiltration/inflow sources. Cleaning shall be performed immediately prior to internal inspection to preclude the buildup of debris from infiltration/inflow sources and discharges from upstream pipeline sections.

3.02 PREPARATION

- A. Selection of cleaning equipment shall be based on the conditions of the manhole and sewer lines at the time the work commences.
 - 1. Light cleaning (small amounts of debris existing within the sewer line): Use balls, scooters, high pressure water jetting (maximum of three passes) equipment, brushes and swabs.
 - 2. Heavy cleaning (large deposits of debris or heavy root growth existing within the sewer line): Use bucket machines, scrapers and augers. Cleaning which requires more than three passes with hydraulic cleaning equipment to achieve acceptable results shall be considered heavy cleaning.
- B. Written authorization shall be requested and obtained prior to conducting any heavy cleaning. Authorization shall be required for each individual sewer reach. Heavy cleaning without prior authorization will not be paid for.

3.03 PERFORMANCE

- A. Each designated sewer manhole section shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. The equipment selected for cleaning shall be capable of removing dirt, grease, rocks, sand and other deleterious materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If successful cleaning cannot be performed from the second manhole, or the equipment fails to traverse the entire length between manholes, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned. Blockages, if any, shall be reported to the Engineer immediately.
- B. During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of sewage in the sewer lines shall be used to provide necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed so as to prevent its use in case of a fire in the area served by the hydrant, nor shall a hydrant be used for the purpose described unless a vacuum break is provided.

- C. Roots shall be removed in the designated sections where root intrusion is a problem. Special precautions should be exercised during the cleaning operation to assure virtually complete removal of visible roots from the joint area. Procedures may include the use of mechanical devices such as rodding machines, expanding root cutters, and porcupines; hydraulic procedures such as high-pressure jet cleaners; or chemical root treatment.
- D. All sludge, dirt, sand, rocks, grease and other solid or semi-solid residue, debris, and material resulting from cleaning operations shall be removed at the downstream manhole of the section of sewer being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage to pumping equipment shall not be permitted.
- E. All debris, residue and other materials resulting from cleaning operations shall be removed from the site no less often than at the end of each workday and shall be disposed of in an approved manner. Under no circumstances will the accumulation of debris, residue, etc, on the site beyond the stated time be permitted, unless prior written authorization is given for storage in totally enclosed containers.

3.03 FIELD TESTING

- A. Acceptance of sewer line cleaning shall be contingent on satisfactory completion of the television inspection. If television inspection shows the cleaning to be unsatisfactory, the sewer line shall be recleaned and inspected until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, a double squeegee (with each squeegee the same diameter as the sewer) shall be pulled cleanly through each section between manholes as evidence of satisfactory cleaning.
- B. If internal sealing is to follow the television inspection, particular attention shall be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved.

END OF SECTION

BYPASS PUMPING

PART 1- GENERAL

1.01 DESCRIPTION OF WORK

The work covered by this section consists of providing all labor, equipment, material and supplies and performing all operations required to bypass pump sewage around a manhole, sewer section, force main or pump station in which work is to be performed. The Contractor shall be prepared to bypass pump sewage as part of his operations. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration shall be considered incidental to the work and no additional compensation will be allowed.

1.02 SUBMITTALS

The Contractor shall submit a written plan describing his means and methods for flow control and bypass pumping to the Engineer for review.

PART 2- PRODUCTS

(NOT USED)

PART 3- EXECUTION

3.01 PUMPING AND BYPASSING

When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduits and other equipment to divert the flow around area in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The Contractor will be responsible for furnish the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, the engine shall be equipped in a manner to keep noise to a minimum.

END OF SECTION

TELEVISION INSPECTION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Each designated section shall be visually inspected by means of a closed-circuit television. The inspection will be done one section at a time and the section being inspected will be suitably isolated from the remainder of the sewer line as required.
- B. Video recordings shall be made of the television inspections and both copies of the recordings and printed inspection logs shall be supplied to the Owner.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100 percent humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500-line resolution video picture. Picture quality and definition shall be to the satisfaction of the Engineer. The Lighting System shall minimize reflective glare.

PART 3 EXECUTION

3.01 PERFORMANCE

- A. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the sewer's condition but in no case will the television camera be pulled at a speed greater than 30 fpm. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation the television camera will not pass through the entire manhole section, the Contractor shall re-set up his/her equipment in a manner so that the inspection can be performed from the opposite manhole.
- B. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure that good communications exist between members of the crew.
- C. The accuracy of the measurements cannot be stressed too strongly. Measurement for location of defects shall be above ground by means of a meter device. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters will be accurate to two tenths of a foot over the length of the section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape or another suitable device.
- D. Documentation of the television results shall be as follows:
 - 1. Television Inspection Logs

- a. Printed location records shall be kept by the Contractor and will clearly show the location, in relation to adjacent manholes, of each source of infiltration discovered. In addition, other data of significance including the locations of building and house service connections, along with an estimation of infiltration from such services, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale and corrosion and other discernible features will be recorded and a copy of such records will be supplied to both the Owner and the Engineer.
2. Video recordings of the data on the television monitor shall be made by the Contractor copies of which shall be furnished in a DVD or other electronic or media format approved by the Owner.

END OF SECTION

GRAVITY SEWER SYSTEM SMOKE TESTING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and smoke test those sewers designated and submit all corresponding field data forms identifying potential sources of inflow discovered as a result of smoke testing.
- B. Undertake a physical survey concurrent with smoke testing for the purpose of identifying sources of infiltration/inflow.

1.02 SUBMITTALS

- A. ~~Submit, in accordance with Section 01300,~~ the following:
 - 1. Schedule of smoke testing work to include the date, time, and location of all smoke testing prior to commencing. Contractor shall notify the City Project Manager and each affected Homeowner within 24-48 hours of commencing work.
 - 2. MSDS data sheets on the smoke candles and the blower to be used on the project.
 - 3. Proposed field data gathering and observation forms prior to the start of the work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The "Smoke Candles" used in smoke testing shall be acceptable for both indoor and outdoor use, shall be non-contaminating and shall leave no residue to stain clothing or the interior of buildings.

2.02 EQUIPMENT

- A. The air blower used to force smoke the into sewer pipe shall have a minimum capacity rating of 1500 cfm and a maximum capacity rating not to exceed 3750 cfm.
- B. A metal basket shall be used to hold and retrieve the smoke candles.

PART 3 EXECUTION

3.01 TESTING

- A. Sewer sections shall be smoke tested by setting the blower at the up-stream manhole and blowing the smoke to the down-stream manhole.
- B. Isolate the sewer line section to be tested by installing sewer plugs to shut off the flow completely in the sewer system up-stream of the sewer section to be tested.

- C. Install an inflatable sewer plug in the down-stream sewer section and inflate the down-stream sewer plug after a heavy concentration of smoke arrives.
- D. Testing Locations
 - 1. Residential Areas
 - a. Up to three reaches not exceeding a total of 500 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 1500 cfm. Up to five reaches not exceeding a total of 1200 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 3750 cfm.
 - 2. Industrial-Apartment Complex Areas
 - a. Up to two reaches not exceeding a total of 400 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 1500 cfm. Up to three reaches not exceeding a total of 900 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 3750 cfm.
- E. Candles
 - 1. In Residential Areas a minimum of one 3-minute smoke candle shall be simultaneously used for each reach of sewer in the sewer section tested.
 - 2. In Industrial-Apartment Complex Areas a minimum of two 3-minute smoke candles shall be simultaneously used for the first reach of sewer, increased by one 3-minute smoke candle for each additional reach of sewer in the sewer section tested.
- F. The metal basket used to hold and retrieve smoke candles shall be placed as close as possible to the sewer pipe invert during testing.
- G. Testing shall not be done during rainy weather and testing shall be closely monitored on windy days. If smoke coming out of the ground is blown away so quickly as to escape accurate detection, testing will cease until such time that conditions permit.
- H. Be solely responsible for the operations and for preventing sewer backups into area homes and causing sewage overflow.
- I. Adequately notify Residents/Occupants, City Project Manager, and any other person affected by smoke testing as to date, time, and location of the smoke testing. The City of Ormond Beach will be responsible for notifying the Fire Department of date, time, and location of testing.
- J. Be solely responsible for the safety of their crews.

- K. The Engineer or his/her project representative reserves the right to observe field crews and evaluate effectiveness of identifying returns.

3.02 RECORDING OF FIELD OBSERVATIONS

- A. Document observations regarding each leak identified on a smoke sketch log. The smoke sketch shall include manhole numbers, direction of sewer flow, direction of smoke, manhole condition, sewer length, date, mini-system number, test number per date, crew, weather condition, wind condition, smoke intensity, infiltration probability function, address and other comments.
- B. Photograph smoke escaping, at the source, in the foreground with the reference structure in the background. Include photographs with the field data gathering and observation form.
- C. The address or house number shall be recorded under the sketch. A description of the leak, possible cause and recommended suggested rehabilitation method shall be recorded on the field data gathering and observation form.
- D. The sketch shall provide a north arrow orientation. A sketch of the building and/or structure shall be drawn. A minimum of two tie measurements from permanent reference points to the smoke leak shall be shown.
- E. Document as part of the physical survey any aspect defect contributing to infiltration/inflow for the Owner to undertake further evaluation. The physical survey shall identify such suspects I/I sources as:
 - 1. Leaking manhole bottoms
 - 2. Leaking manhole riser
 - 3. Manhole ponding area
 - 4. Manhole frame not attached to manhole structure
 - 5. Exposed brickwork not grouted
 - 6. Leaking pipes at manhole

END OF SECTION

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. ~~Specific requirements for individual units of work are specified in sections of Division 2 through 16.~~ Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated

deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible

features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

(Not Applicable)

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum
2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments

3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SANITARY SUB-SYSTEM 201



Legend

	G.I.S. Manhole ID		Laterals
	Public Liftstation		6" VCP
	Private Liftstation		8" VCP
	Public Manhole		10" CIP
			10" VCP



1 inch = 150 feet

150 75 0 150 Feet

Prepared By: City of Ormond Beach
G.I.S. Department - December 23, 2024

SANITARY SUB-SYSTEM 207

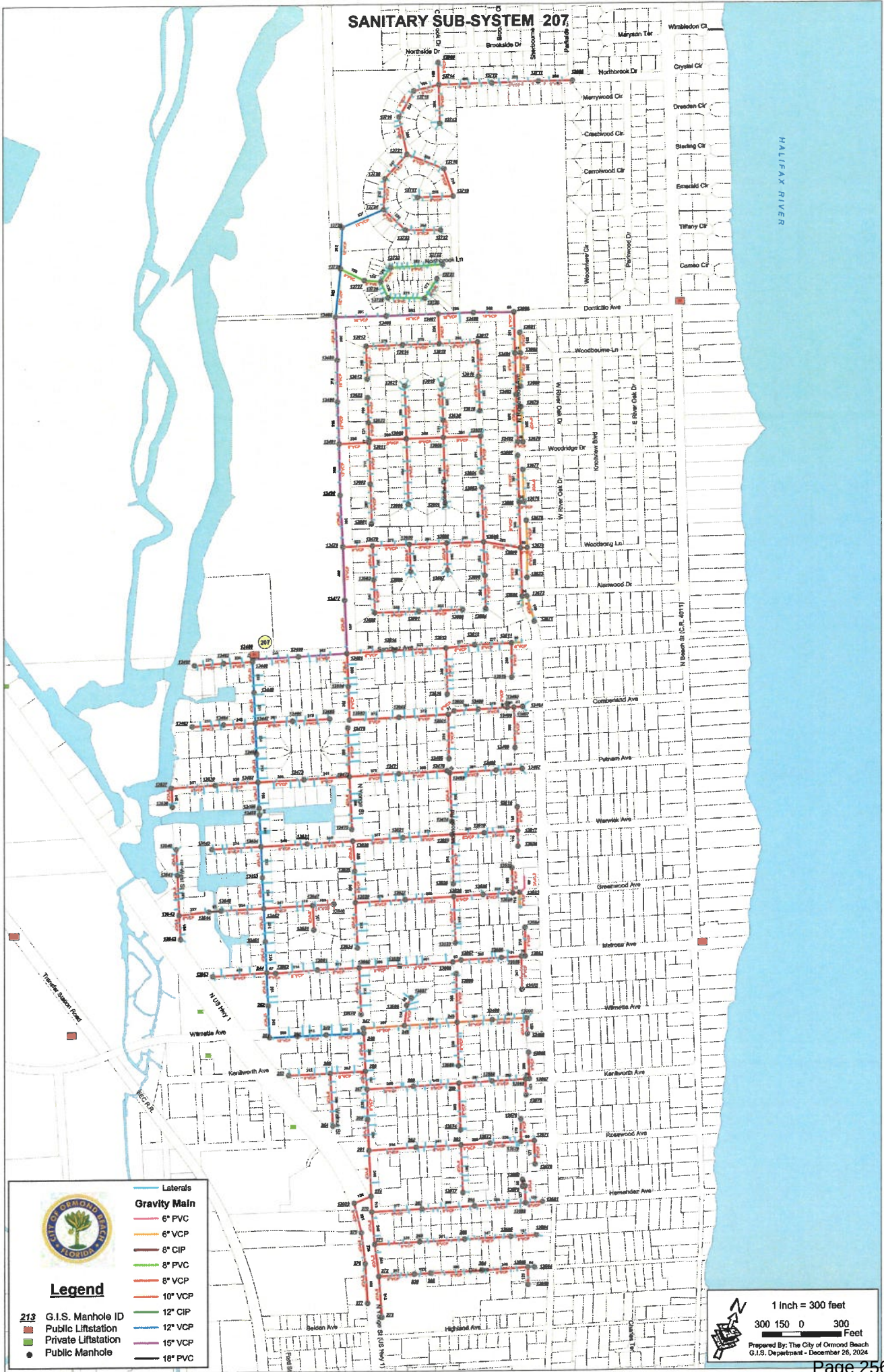


EXHIBIT "B"

B. City of Ormond Beach Project Management & Process:

All projects Atlantic Pipe Services performs start with a Safety Mindset. Atlantic Pipe Services starts every week with a Safety Briefing including live demonstrations on varying potential hazards. Subsequently, each week includes some "near miss" discussions and demonstrations.

Once the safety meeting has been completed, APS then reviews pipe plans, variables and the initial project plan. This original plan comes from the JSE (Job Site Evaluation) that is performed by the project superintendent, prior to any APS equipment mobilizing to the job site. Given the call out for the City of Ormond Beach project specifically, APS will start at the directive of the city. Recognizing that some manholes may be in back yard easements, APS will utilize the vac truck jet hose easement machine, extended suction hose, and if necessary, a stand-alone camera Pendant system that can detach from a camera truck and go mobile. This will ensure property owners grass is not damaged by the equipment, leaving minimal visual impact to the areas. Furthermore, access to back residential back yards can be obstructed by obstacles. **Utilizing our mobile equipment (Easement machine & mobile Pendant system)** allows APS to get into tight areas and still have the right tools to perform the necessary work.

After our initial project visit, we established that for the larger diameter pipes (12"-18"), temporary bypassing will be necessary. This by-passing will be set up and broke down daily, utilizing flow-through plugs, a 4" pump and hose to isolate 500-600LF of pipe at a time for cleaning and CCTV. These areas have apparent I&I with depressions around manholes and constant clear flowing water. We are anticipating that most heavy cleaning be performed in these areas. Tide schedule appears to affect the ground water table. APS will coordinate scheduling around the low tide time frames for these areas. For the smaller diameter pipe runs APS does not for see any out of the "ordinary" operations needed to perform the cleaning and CCTV investigation.

For lateral inspections, when the clean out caps are exposed, APS will carefully jet the lateral from the clean out. Following the cleaning a push camera will be sent into the clean out and investigated noting any defects found. **When investigating the laterals that do not have clean out access, APS will utilize the directional lateral nozzle, using the camera to spot the nozzle into the lateral. Once cleaned, the lateral launch camera is deployed into the lateral from the mainline and inspected—noting all defects found.**

Level 1 Manhole Inspections will be performed in conjunction with the cleaning and CCTV operations., utilizing the MACP documenting process for a basic condition assessment of the manhole. The crew will document the general condition, location, easily identifiable I&I, structural defects, dimensions, and manhole material. This data will be recorded and processed as part of the submittal.

Smoke testing can be performed to provide I&I data with minimal impact. APS will isolate approximately 1,000 feet at a time and introduce liquid smoke with a Hurco test fan. Smoke will appear in areas where easily identifiable I&I is present. Typical areas of I&I: open clean out caps, roof drains that are tied into the sewer, manholes, and in grass where laterals are shallow and easily damaged. APS records these areas by using GPS coordinates or house addresses. The smoke is marked and documented on the smoke testing form. Traditionally, the smoke test is followed up with the beginning of the cleaning & CCTV operations.

With all effective pipeline I&I projects, an accurate CCTV inspection is absolutely necessary. Before a CCTV inspection can be performed, the pipeline must be cleaned. Without proper desilting, the video inspections can be rendered incapable to accomplish or provide incomplete data. Since the goal is to provide a complete assessment of the sewer system, APS believes that it is imperative to give a complete 360-degree view of the pipeline throughout the entire length of each pipe segment in the defined scope of work. Without a proper cleaning, a CCTV operator could be limited in providing an accurate inspection.

Existing Sewer Pipeline cleaning will start with the operator setting a plug upstream (when necessary) to hold back any active sewage debris upstream in the mainline during the cleaning and inspection process. If necessary, APS will use bypassing to prevent sewer backups while working on a system. Once plugged, a Vacuum Truck will jet the debris in the pipeline to a manhole using various hydraulic nozzles. Once the debris are jetted to the manhole, they are then vacuumed up and stored in the debris tank on the truck. Typically, APS crews will set up on the downstream manhole and let gravity aid them by running the nozzle upstream and pulling the debris back to the structure nearest to VAC Truck. Once the debris tank is filled up with debris vacuumed from the sewer system, APS will dispose of the debris at an off-site licensed sewage debris disposal location.

Once APS has performed the cleaning on the pipelines, crews will then perform a detailed inspection of the pipelines using NASSCO – MACP, LACP, PACP compliant coding. APS crews use NASSCO guidance to notate all defects; such as specific Cracks, Infiltration, etc. In addition to noted defects, other information notated will be as follows: (Date, Project, Project #, Street Names, Structure locations and Structure #'s, Distance of pipe surveyed, coordinate locations to the 7th decimal, counter display, begin/end points, pipe diameter, pipe

material, pipe shape, etc). **Most APS CCTV cameras, provide 1080P HD and all have locating SONDE built into the camera system.** All defects and above identifiers will be displayed on all video and report submittals provided to the City of Ormond. Sufficient lighting will be ensured on all videos to allow for maximum clarity of the pipeline and the deficiencies. In all instances, the camera head will be centered in the pipe both vertically and horizontally. All APS camera equipment has tilt and pan capabilities to allow an up-close view of any deficiency or potential deficiency. As deficiencies are encountered, operators will stop and provide clear and focused view of the deficiency and a narrative stating the location of the deficiency and a NASSCO compliant description of the type of deficiency encountered. All notes in the video such as pipe diameter, pipe length, begin/end points, etc. will also be available on the field inspection report that is submitted alongside the video. At the end of each day, the daily logs will be sent over to the city detailing pipe runs completed, on and offsite time, and general notes regarding the day. In all instances, APS crews will be instructed to perform inspections meeting or exceeding City of Ormond specifications.

C. Quality Control Process:

After the inspection takes place, the videos and reports are then submitted to APS' Quality Control Department. Once received, the data is sorted, and the videos/reports are reviewed for accuracy and added to our cloud service. Once uploaded The City will receive a link with all the videos, reports, and **quick reference control sheet.** **This sheet shows all the defects found in the runs and color-coded NASSCO severity ratings.** This rating system should streamline the city's process of prioritizing necessary repairs/upgrades to the sewer system's most severe deficiencies. The link will be updated with the latest videos/reports as the project progresses. The end goal is to have an organized and accurate database of our findings to turn over to the city so that determinations can be made about the condition and

longevity of the existing infrastructure. APS prides ourselves in an organized approach to everything that we do. Video and data management is where our organized and systematic approach are brought to light.

Quality Control team members are NASSCO MACP, LACP, PACP certified. Additionally, with most having spent time in field prior to joining the QC team. Being the second set of eyes on the videos/reports, the QC team ensures the submittals to the customers are held at the highest standard.



City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: SANITARY SEWER INFLOW & INFILTRATION SURVEY

RFP NUMBER: 2025-31

RFP OPENING DATE & TIME: March 26, 2025 2:00 PM

RFP OPENING LOCATION: Training Room, City Hall (breezeway)

PRE-PROPOSAL MEETING DATE & TIME: March 12, 2025 10:00 AM

PRE-PROPOSAL LOCATION: Training Room, City Hall (breezeway)

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: Atlantic Pipe Services, LLC

PROPOSER'S MAILING ADDRESS: 2905 E Moody Blvd

CITY-STATE-ZIP: Bunnell, FL 32110

F.E.I.N.: 81-4515509

PHONE NUMBER: 386-313-9060

EMAIL: info@atlanticpipe.us

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 Tiziana Carrasquero
AUTHORIZED SIGNATURE (MANUAL)

Tiziana Carrasquero

NAME (TYPED)

CFO

TITLE

3/25/25

DATED

City of Ormond Beach
Request for Proposals (RFP)
SANITARY SEWER INFLOW & INFILTRATION SURVEY
RFP No. 2025-31

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.

Atlantic Pipe Services, LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Tiziana Carrasquero

NAME

CFO

TITLE

3/25/25

DATE

City of Ormond Beach
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
Request for Proposals (RFP)
2025-31

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

March 4, 2025

March 6, 2025

March 19, 2025

March 20, 2025

Addendum Number

NO. 1

NO. 2

NO. 3

NO. 4

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: Atlantic Pipe Services, LLC

VENDOR/CONTRACTOR LICENSE NUMBER: CGC1525525

ADDRESS: 2905 E. Moody Blvd
Bunnell, FL 32110

PHONE NO.: 286-313-9060 FAX NO.: N/A

SUBMITTER'S NAME: Tiziana Carrasquero
(Typed or Printed in Ink)

TITLE: CFO

AUTHORIZED SIGNATURE: I, Tiziana Carrasquero
hereby

(Original signature required in each document)

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

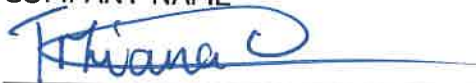
- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts 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.

Atlantic Pipe Services, LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Tiziana Carrasquero

SIGNER'S NAME (PRINT OR TYPE)

CFO

TITLE

3/25/25

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
Request for Proposals (RFP)

2025-31

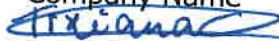
DRUG-FREE WORKPLACE CERTIFICATION

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.

Atlantic Pipe Services, LLC

Company Name



Authorized Signature

Tiziana Carrasquero

Print Name

CFO

Title

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES****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 CFO of Atlantic Pipe Services, LLC
(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: March 25, 2025

Signed: Tiziana Carrasquero

Entity: Atlantic Pipe Services, LLC

Name: Tiziana Carrasquero

Title: CFO

STATE OF: Florida

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of March, 2025, by Tiziana Carrasquero and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large:

Printed Name/Seal of Notary, Commission and Expiration Date:

Ariana Thompson
NOTARY PUBLIC
STATE OF FLORIDA

ARIANA K. THOMPSON
Commission # HH 199805
Expires November 17, 2025

(seal)

My commission expires: 11/17/25

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL



HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Tiziana Carrasquero. I am over the age of Twenty-one years old. I am the CFO of Atlantic Pipe Services, LLC, a non- governmental entity which does
(Title) (Business Name)
business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: March 25, 2025

Signed:

Print Name: Tiziana Carrasquero

Title: CFO

SUBSCRIBED AND SWORN before me by means of ☒ physical presence or ☐ online notarization on the 25 day of March, 2025 by Tiziana Carrasquero as CEO on behalf of Atlantic Pipe Services who is personally known to me or who has produced _____ as identification.

(Notary Seal)



ARIANA K. THOMPSON
Commission # HH 199805
Expires November 17, 2025

Notary Public, State of Florida

Printed name, commission and expiration of commission term

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Brief Statement of Company History/Business Philosophy/Interest in Solicitation:

Atlantic Pipe Services, LLC was founded on January 1st, 2017 with the sole mission to become Florida's premier pipeline cleaning, CCTV, & rehabilitation specialist within the State of Florida. Our mission began 8 years ago with two employees. Over the last 8 years operating under CGC 1525505, APS has now boomed to 260 employees (and counting).

Our growth can be directly attributed to our core values, **Integrity, Accountability, Commitment, Communication, and Teamwork**. We consistently strive to be a solution-based company and to offer the right solution at the right time. Our firm belief is that an upfront and honest approach to our clientele's needs will nurture long lasting relationships.

Our company's history, vast knowledge of the industry, core mission, and business philosophy set us apart from our competition. We are interested in working with the City in the future on the tasks outlined in RFP 2025-31.

A. Qualifications & Experience in Similar projects:

Equity Lifestyles – Statewide Property I&I Initiative – Sanitary Sewer Cleaning & CCTV, Manhole inspections, Smoke testing – Combined on all projects 208,000 linear foot. (Feb 2021 – Present)

Julia Estevez Losada – 407-691-7845 – juliaestevezlosada@equitylifestyle.com

Sunshine Water Services – Sanlando I&I Project – Sanitary Sewer Cleaning & CCTV total footage on project 80,000 Linear feet. (June 2022 – Dec 2023)

Bryan Gongre – 321-972-0360 – Bkgongre@uiwater.com

US Water Services Corp – Nassau County Sewer Evaluation – Sanitary Sewer Cleaning & CCTV – Total combined linear footage on scope of work – 45,000 Linear feet. (June 2021 – August 2021)

Josh Stillwagon – jstillwagon@uswatercorp.net – 904-907-3769

City of Lake Butler – SRF Wastewater Collection System Evaluation – Sanitary Sewer Cleaning & CCTV and Smoke testing – Total combined linear footage on scope of work 128,000LF (June 2020 – Dec 2020 - Total job length 235 days)

Sara Owen - Finance Director (formally) – (386)- 496-3401

Toho Water Authority – 19-025 Gravity Sewer Cleaning and Inspection – Sanitary Sewer Cleaning & CCTV & Level 1 Manhole Inspections – Total combined linear footage on scope of work 356,578 and 8,240 Manhole Inspections (total job length: 290 days).

Two other projects performed for Toho Water Authority – combined total linear footage of Sanitary Sewer Cleaning & CCTV between the two projects – 95,859 linear foot and 613 level 2 manhole inspections.

Kevin Lacy – 407-414-8724 – klacy@tohowater.com

City of South Daytona – Sewer Rehabilitation Services (Continuing services agreement) – total sanitary Sewer cleaning & CCTV 60,000 linear foot (October 2023 – Present)

Becky White - 386-322-3011 – bwitte@southdaytona.org

Jacksonville Electric Authority – Ortega Blvd/Hawks Cliff Court – Sanitary Sewer Cleaning & CCTV Inspection - Combined footage 29,000 Linear Feet (Sept 2024 - Total Job Length 15 days)

Juan Bedoya – 904-665-6000 - bedojc@jea.com

Atlantic Pipe Services is Florida's leading commercial Pipeline Cleaning, CCTV Inspection and Rehabilitation Company. The management techniques that APS uses comes from a combined 100 years of experience in the commercial pipeline industry. It starts with management training employees for every scenario on the job and navigating potential obstacles with field staff. Combined, APS has over 300 employees, 45 vac trucks, 30 CCTV camera trucks, 3 CIPP lining trucks, 5 grouting rigs and 4 manhole lining rigs. Each piece of equipment is sent out with a field technician level 3 or 2 (operator) and a field technician level 1 as an aid. Each Level 3 or 2 is proficient in executing the job plan and working through potential issues that arise on projects. **Level 3 or 2 Camera Truck Field technicians are NASSCO PACP, LACP, and MACP certified.** These crews are accompanied by an APS field Superintendent. These supervisors are responsible for planning out the job and overseeing project, ensuring that the project finishes on time and within budget.

Atlantic Pipe Services has inspected and rehabilitated millions of linear feet of existing sewer for municipalities and private businesses throughout the state of Florida. Using our top-of-the-line equipment to provide the **highest quality inspections at 1080p HD**, and Trenchless repair methods offered. APS has hundreds of happy customers yearly. TOHO Water Authority, Sunshine Water, The Villages, DR Horton, Kimley-Horn, Equity Lifestyles, US Water Services, Orange County, Seminole County, City of Winter Park, City of Daytona Beach, South Daytona, and City of Palatka are a few of APS' notable clientele.

Project Team:

Management Team

Gage Hutson – Area Manager – 15 years of experience in commercial storm and sewer cleaning, CCTV, & Trenchless rehab projects. Responsible for Overseeing the entire division insuring company mission and vision success.

Darren Dobbyn – Operations Manager – 8 years of experience in commercial storm and sewer cleaning, CCTV, & Trenchless Rehab projects. Responsible for overall operations at the division level. Manages the superintendents and project manager. While ensuring all equipment and crews are being properly utilized.

Josh Warden – Project Manager – 4 years of Experience in commercial storm and sewer cleaning, CCTV, & Trenchless rehab projects. NASSCO Certification(s) PACP, LACP, MACP Cert #P0036795-032022. Managing and Tracking the project at the day-to-day level. Scheduling work and coordinating production goals.

Matt Ressler – Administrative Manager – 4 years experience in commercial storm and sewer cleaning, CCTV & Trenchless Rehab projects. Responsible for project production tracking, managing the Quality Control team, invoicing, and Daily job logs (Go-Formz) data collection.

Field Team

John Melendez – Superintendent – 6 years of experience in commercial storm and sewer cleaning, CCTV, & Trenchless rehab projects. NASSCO Certification(s) PACP, LACP, MACP Cert#U-0820-703010166. Responsible for meeting onsite production goals, ensuring proper MOT set ups, insuring project success at the field level.

Jason Weis – Field Tech Level 3 (Camera Truck Crew Foreman) – 5 years of experience in commercial storm and sewer cleaning, CCTV & Rehabilitation projects. NASSCO Certification(s) PACP, LACP, MACP Cert# U-820-70310050.

Jesse Hoyt – Field Tech Level 2 (Camera Truck Crew Foreman) – 3 years of experience in commercial storm and sewer cleaning, CCTV & Rehabilitation projects. NASSCO Certification(s) PACP, LACP, MACP Cert# P0046908-032024.

Assigned Quality Control (Data Processing Staff)

Roger McMillion – Quality Control Specialist – 5 years of experience in commercial storm and sewer cleaning, CCTV & Rehabilitation projects. NASSCO Certification(s) PACP, LACP, MACP Cert# U-820-70310048. Responsible for providing quality control for every linear foot of pipe CCTV. Reviewing the videos, creating control sheet, processing data, and providing submittal to customer.

(Full company list of NASSCO certified employees will be attached.)

B. City of Ormond Beach Project Management & Process:

All projects Atlantic Pipe Services performs start with a Safety Mindset. Atlantic Pipe Services starts every week with a Safety Briefing including live demonstrations on varying potential hazards. Subsequently, each week includes some “near miss” discussions and demonstrations.

Once the safety meeting has been completed, APS then reviews pipe plans, variables and the initial project plan. This original plan comes from the JSE (Job Site Evaluation) that is performed by the project superintendent, prior to any APS equipment mobilizing to the job site. Given the call out for the City of Ormond Beach project specifically, APS will start at the directive of the city. Recognizing that some manholes may be in back yard easements, APS will utilize the vac truck jet hose easement machine, extended suction hose, and if necessary, a stand-alone camera Pendant system that can detach from a camera truck and go mobile. This will ensure property owners grass is not damaged by the equipment, leaving minimal visual impact to the areas. Furthermore, access to back residential back yards can be obstructed by obstacles. **Utilizing our mobile equipment (Easement machine & mobile Pendant system)** allows APS to get into tight areas and still have the right tools to perform the necessary work.

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Smoke testing can be performed to provide I&I data with minimal impact. APS will isolate approximately 1,000 feet at a time and introduce liquid smoke with a Hurco test fan. Smoke will appear in areas where easily identifiable I&I is present. Typical areas of I&I: open clean out caps, roof drains that are tied into the sewer, manholes, and in grass where laterals are shallow and easily damaged. APS records these areas by using GPS coordinates or house addresses. The smoke is marked and documented on the smoke testing form. Traditionally, the smoke test is followed up with the beginning of the cleaning & CCTV operations.

With all effective pipeline I&I projects, an accurate CCTV inspection is absolutely necessary. Before a CCTV inspection can be performed, the pipeline must be cleaned. Without proper desilting, the video inspections can be rendered incapable to accomplish or provide incomplete data. Since the goal is to provide a complete assessment of the sewer system, APS believes that it is imperative to give a complete 360-degree view of the pipeline throughout the entire length of each pipe segment in the defined scope of work. Without a proper cleaning, a CCTV operator could be limited in providing an accurate inspection.

Existing Sewer Pipeline cleaning will start with the operator setting a plug upstream (when necessary) to hold back any active sewage debris upstream in the mainline during the cleaning and inspection process. If necessary, APS will use bypassing to prevent sewer backups while working on a system. Once plugged, a Vacuum Truck will jet the debris in the pipeline to a manhole using various hydraulic nozzles. Once the debris are jetted to the manhole, they are then vacuumed up and stored in the debris tank on the truck. Typically, APS crews will set up on the downstream manhole and let gravity aid them by running the nozzle upstream and pulling the debris back to the structure nearest to VAC Truck. Once the debris tank is filled up with debris vacuumed from the sewer system, APS will dispose of the debris at an off-site licensed sewage debris disposal location.

Once APS has performed the cleaning on the pipelines, crews will then perform a detailed inspection of the pipelines using NASSCO – MACP, LACP, PACP compliant coding. APS crews use NASSCO guidance to notate all defects; such as specific Cracks, Infiltration, etc. In addition to noted defects, other information notated will be as follows: (Date, Project, Project #, Street Names, Structure locations and Structure #'s, Distance of pipe surveyed, coordinate locations to the 7th decimal, counter display, begin/end points, pipe diameter, pipe

material, pipe shape, etc). **Most APS CCTV cameras, provide 1080P HD and all have locating SONDE built into the camera system.** All defects and above identifiers will be displayed on all video and report submittals provided to the City of Ormond. Sufficient lighting will be ensured on all videos to allow for maximum clarity of the pipeline and the deficiencies. In all instances, the camera head will be centered in the pipe both vertically and horizontally. All APS camera equipment has tilt and pan capabilities to allow an up-close view of any deficiency or potential deficiency. As deficiencies are encountered, operators will stop and provide clear and focused view of the deficiency and a narrative stating the location of the deficiency and a NASSCO compliant description of the type of deficiency encountered. All notes in the video such as pipe diameter, pipe length, begin/end points, etc. will also be available on the field inspection report that is submitted alongside the video. At the end of each day, the daily logs will be sent over to the city detailing pipe runs completed, on and offsite time, and general notes regarding the day. In all instances, APS crews will be instructed to perform inspections meeting or exceeding City of Ormond specifications.

C. Quality Control Process:

After the inspection takes place, the videos and reports are then submitted to APS' Quality Control Department. Once received, the data is sorted, and the videos/reports are reviewed for accuracy and added to our cloud service. Once uploaded The City will receive a link with all the videos, reports, and **quick refence control sheet.** **This sheet shows all the defects found in the runs and color-coded NASSCO severity ratings.** This rating system should streamline the city's process of prioritizing necessary repairs/upgrades to the sewer system's most severe deficiencies. The link will be updated with the latest videos/reports as the project progresses. The end goal is to have an organized and accurate database of our findings to turn over to the city so that determinations can be made about the condition and

longevity of the existing infrastructure. APS prides ourselves in an organized approach to everything that we do. Video and data management is where our organized and systematic approach are brought to light.

Quality Control team members are NASSCO MACP, LACP, PACP certified. Additionally, with most having spent time in field prior to joining the QC team. Being the second set of eyes on the videos/reports, the QC team ensures the submittals to the customers are held at the highest standard.

QC Submittal & Deliverable

Videos and Reports inside the link sent from QC:

Once the videos and reports are stored in APS' own file cloud. The link is updated within 48 hours of date TV'd with the newest videos from the project. The videos and reports are neatly organized and accessible to the city.

apsteam > Job Files > 20-0000 Jobs > 242099 (J) 3801 Ortega Blvd - JEA F > WO 2899 > QC

QC

145 files

Add Files and Folders

Name	Modified	Size
01 - MH-010140 - MH-025131.mp4	Sep 19, 2024 10:49:31 AM by northb-qc	192.48 MB
01 - MH-010140 - MH-025131.pdf	Sep 19, 2024 10:51:45 AM by northb-qc	99 KB
02 - MH-010140 - MH-055085.mp4	Sep 19, 2024 10:51:46 AM by northb-qc	273.72 MB
02 - MH-010140 - MH-055085.pdf	Sep 19, 2024 10:53:05 AM by northb-qc	100 KB
03 - MH-035125 - MH-2711085.mp4	Sep 19, 2024 10:42:26 AM by northb-qc	290.08 MB
03 - MH-035125 - MH-2711085.pdf	Sep 19, 2024 10:42:26 AM by northb-qc	111 KB
04 - MH-040108 - MH-050143.mp4	Sep 19, 2024 10:42:28 AM by northb-qc	356.43 MB
04 - MH-040108 - MH-050143.pdf	Sep 19, 2024 10:42:27 AM by northb-qc	111 KB
05 - MH-050143 - MH-035125.mp4	Sep 19, 2024 10:42:28 AM by northb-qc	383.68 MB

(Continued on next page)

Portion of "Quick Reference" Control Sheet: Showing the video number, ID's, pipe size, type, and TV Date. All defects noted in the video/reports and defects, or additional info noted by QC that may not be in the reports. These notations are color coded based on severity per NASSCO specifications.

PROJECT NAME - CUSTOMER

EXISTING SANITARY SEWER

Note to Client: APS Control Sheet is a summary of the work performed and defects noted during the inspection. The purpose of this summary is not to be used as a recommendation for any repairs. The client must determine what actions are to be addressed.



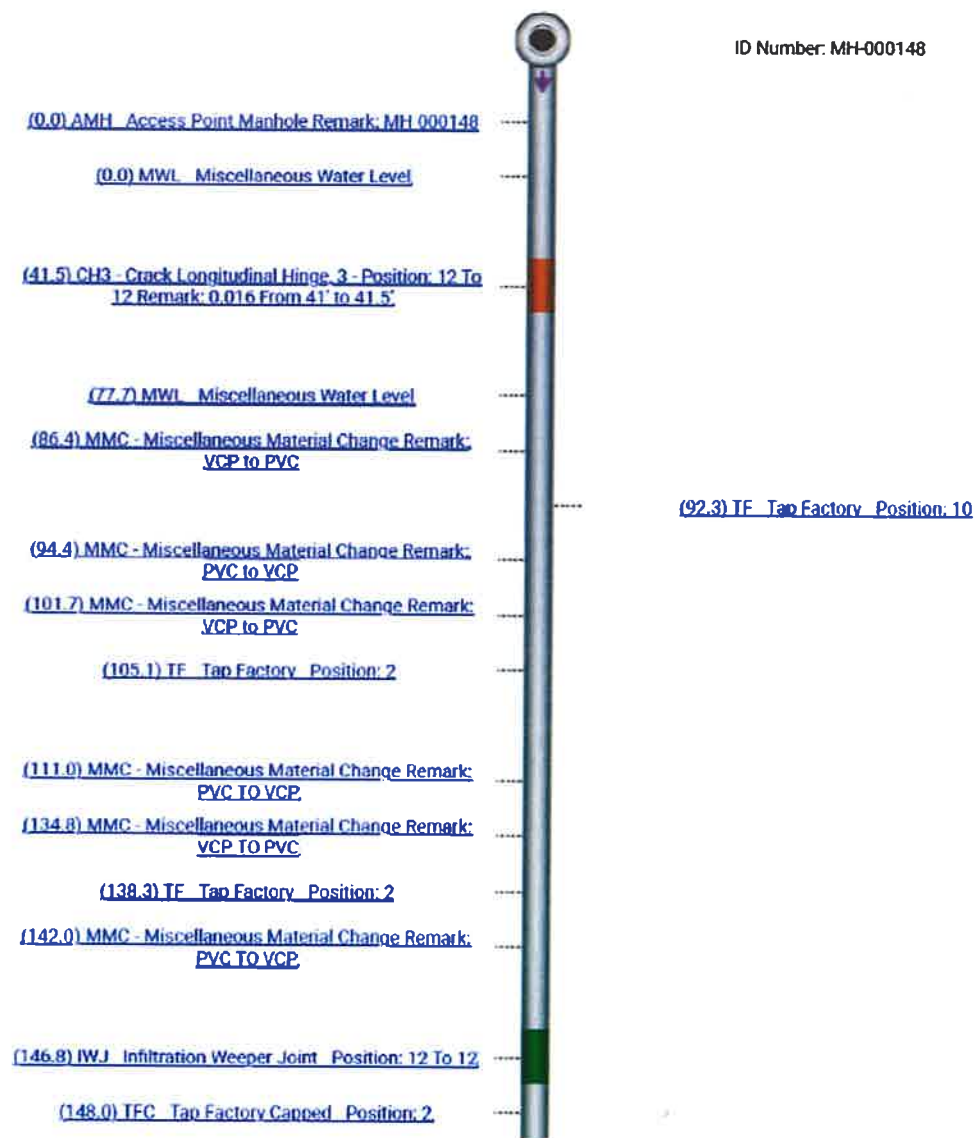
VIDEO #	PIPE INFO			INSPECTION PIPE DETAILS				OBSERVATIONS				REHAB	
	STREET	FROM	TO	DIAMETER	MATERIAL	TOTAL LENGTH	TV'D BY	DATE	DEFECT TYPE / SEVERITY	DEFECT LOCATION	CLOCK POSITION	RECOMMENDED REPAIR	QTY.
1	OCEANWOOD DR	S-405	S-404	8"	CLAY	260.5	J.HOYT	11/11/2024	Root Intrusion Multiple	1.2' - 1.8'	1 to 12		
									Crack Multiple	5.7' - 5.8'	1 to 12		
									Crack Longitudinal	75.3'	3		
2	OCEANWOOD DR	S-405	S-406	8"	CLAY	262.1	J.HOYT	11/11/2024	Crack Multiple	4.1	10 to 12		
									Crack Multiple	9.4	12		
									Crack Multiple	14.1	4 to 8		
									Crack Multiple	24.3	4 to 10		
									Crack Longitudinal	59.3 - 60.1	2		
									Crack Multiple	80.2	2		
									Crack Longitudinal	103.2	11		
									Crack Multiple	118	4 to 7		
									Crack Multiple	232.7	2		
									Crack Longitudinal	238.2	9		
									Crack Longitudinal	258.8	11 to 4		
3	DRIFTWOOD DR	S-401	S-400	8"	CLAY	174.8	J.HOYT	11/12/2024	Fracture Multiple - Soil Visible	2.1	9 to 3		
									Crack Multiple	75.6	3 to 8		
4	PENMAN RD	S-402	S-400	8"	CLAY	102.6	J.HOYT	11/12/2024	Crack Longitudinal	26.2	11		
									Crack Longitudinal	49.6	4		
									Crack Circumferential	98.9	1 to 12		
5	PENMAN RD	S-420	S-402	8"	CLAY	126.4	J.HOYT	11/12/2024	Crack Multiple	43.8	4 to 8		
									Crack Multiple	7.7	10 to 2		
									Tap Factory - Dirty Lateral	45	10		
									Crack Pipe Joint	66.2	12 to 8		
									Crack Pipe Joint	75.8	12		
									Crack Pipe Joint	80.5	8		
									Tap Factory - Dirty Lateral	111.4	10		
									Crack Pipe Joint	124.3	10 to 2		
									Crack Multiple	129.3	10		
									Offset Joint - Material Change to PVC	143.1	3 to 9		
									ABANDONED SURVEY - UNABLE TO PASS	143.7	N/A		

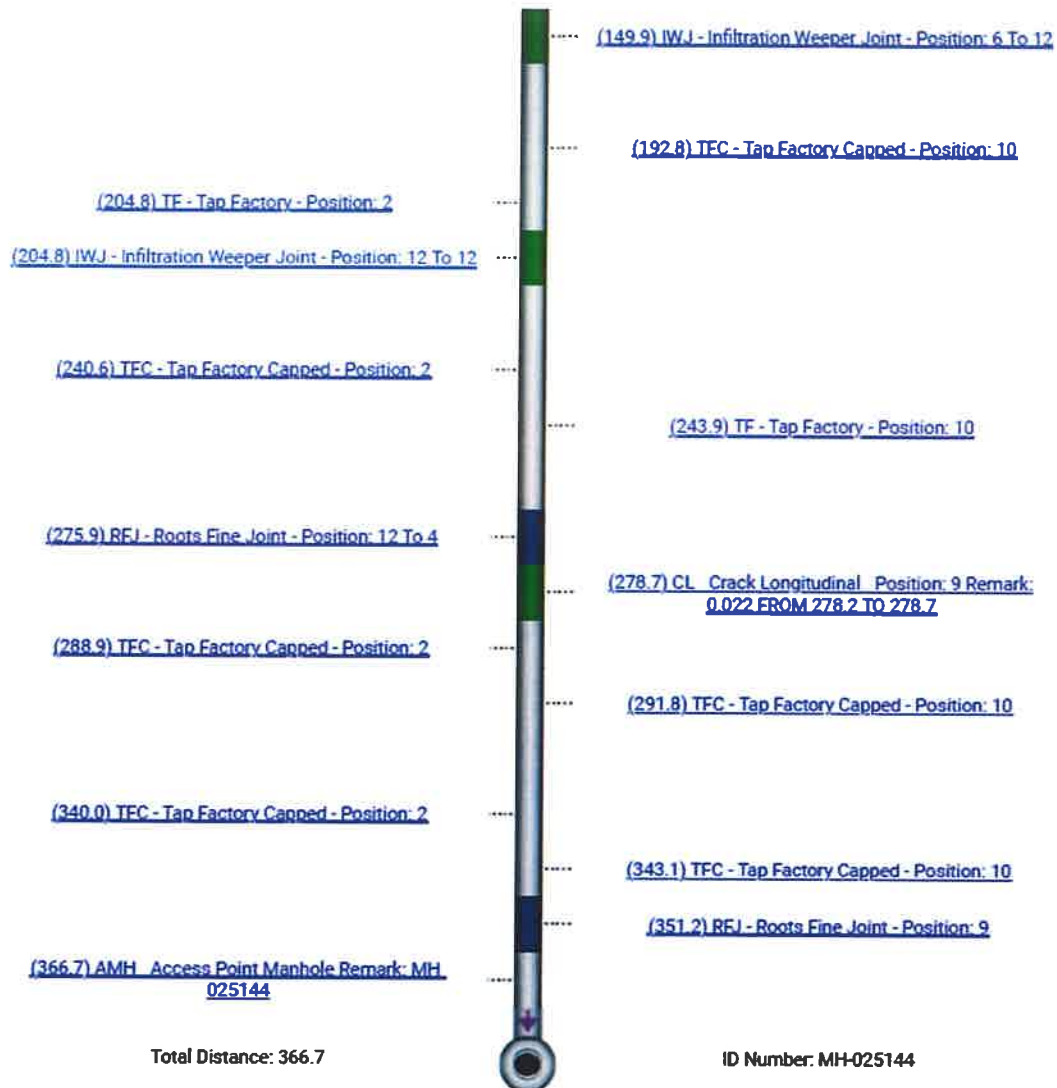
Screen Grab from a clay pipe run on Raush Camera System in 1080HD;



Example of pipe report generated by POSM software: Showing defects noted in the video, **with NASSCO color coded severity ratings:**

		Severity
Date: 9/24/2024 12:44:00 PM	Pipe Segment Reference: MH-000148/MH-025144	Light
Street: Hiawatha ST	Upstream MH: MH-000148	Moderate
Length Surveyed: 366.7	Downstream MH: MH-025144	Average
Run Number:	Direction of Survey: Downstream	Heavy
Height (Diameter): 8	Material: Vitrified Clay Pipe	Severe





Example of a Smoke Testing Report: Visible smoke is noted via picture, and location is added, along with a type of defect causing visible smoke.

 SMOKE TEST REPORT 	
CUSTOMER	[REDACTED]
PROJECT	[REDACTED]
LIFT STATION	LS-1
DATE	10/18/2022
ADDRESS	823 Concord St.
PHOTO	GPS PIN
	
Type of Defect	Missing CO Cap
Public or Private	Private
Cleanout Type	PVC
Cleanout Size	4"
Dish OD	N/A
Defect Location	Grass. Left side of home
Defect Severity	LOW
Coordinates	27.62314, -80.50189
Operator	Justin Smith

Example of Level 1 NASSCO Manhole inspection report on POSM:



Project: [REDACTED]	
Date / Time: 7/14/2023 3:30:00 AM	Pipe Segment Reference:
Drainage Area:	Manhole Number: 1108 North St
Length Surveyed: 0	Downstream MH:
Run Number:	Direction of Survey:
Height (Diameter):	Material:

Distance	Fault Observation	Time	Picture
	Infiltration Visible at connections. L2 Inspection Required	07:53	

(Continued on next page)



Project

Surveyed By	FEBLES_E	Certificate Number	P0046877-032024
Date / Time	7/14/2024 03:30	Owner	
Customer		Sheet Number	
PO Number	24-0636	Is Imperial	True
Purpose	Maintenance related	Category	
Comments			

Manhole

Inspection Status	Surface Inspection	Drainage Area	
Manhole Number	1108 North	Manhole Use	Sanitary
Weather (Ground Conditions)	Dry	Street	North Street
City	KISSIMMEE	Location Details	
Location Code	Light Highway	Additional Info	

Manhole 2

Rim To Invert	24.8	Grade To Invert	0
Rim To Grade	0	Year Built	
Year Renewed		Pre-Cleaning	Jetting
Date Cleaned	7/14/2024 03:30	Evidence of Surcharge	No

Additional Component Information

Media Label

Surface / Steps

Surface Type Asphalt	No	Surface Type Concrete Pavement	No
Surface Type Concrete Collar	No	Surface Type Grass Dirt	Yes
Surface Type Gravel	No	Surface Type Other	No
Potential For Runoff		Access Type	Manhole
Step Number	0	Step Material	

Cover 1

Cover Shape	Circular	Cover Size	34
Cover Material	Cast Iron	Cover Type Solid	Yes
Cover Type Vented	No	Cover Type Gasketed	No
Cover Type Bolted	No	Cover Type Inner Cover	No
Cover Type Locking	No	Cover Size Width	34

D. Equipment & Capabilities

APS utilizes the highest quality equipment. All equipment that is purchased is bought new, and all camera trucks and vac truck are within 5 years old. The camera trucks used are the top-of-the-line Envirosite & Rausch equipment utilizing POSM software for NASSCO data collection on both, and **CCTV videos being 1080P HD capable**. Our equipment has **lateral launch technology, with the ability to TV laterals that do not have clean out access**. Our mobile camera Pendant system allows us to take the camera equipment into areas when a typical camera truck will not fit. Each crew keeps a push camera to be able to TV laterals from clean out access when needed.

APS uses a fleet Vacall and Vactor vac trucks, with 12-to-16-yard debris tanks, these trucks are regularly maintained in-house to ensure equipment is constantly running--limiting downtime. Easement reels and flex hoses are utilized to gain access for tricky set ups in easements, back yards, or any area where vac truck typically cannot go. Also, APS utilizes multiple different Jetter heads. That being, Spinner nozzles, cutter heads, grenades, sleds, and the directional lateral cleaner head. The directional cleaner head, allows for cleaning of laterals to be done from the mainline if a clean out is not present.

With existing infrastructure, APS understands the urgency when it comes to call outs for its clients. **APS can rapidly deploy to any of the City's planned or emergency, day or night, 7 days a week. Maintaining a standard "on-call" rotation for emergencies allows us to insure when the call comes in, we can mobilize quickly. A quarter of APS fleet is staged in Bunnell (Office location: 2905 E. Moody Blvd. Bunnell, FL 32110) within 11.5 miles of a City of Ormond beach Sanitary system.** The close proximity of our office to the Ormond Beach service area allows APS crews to easily **respond to emergency situations in less than 48 hours**.

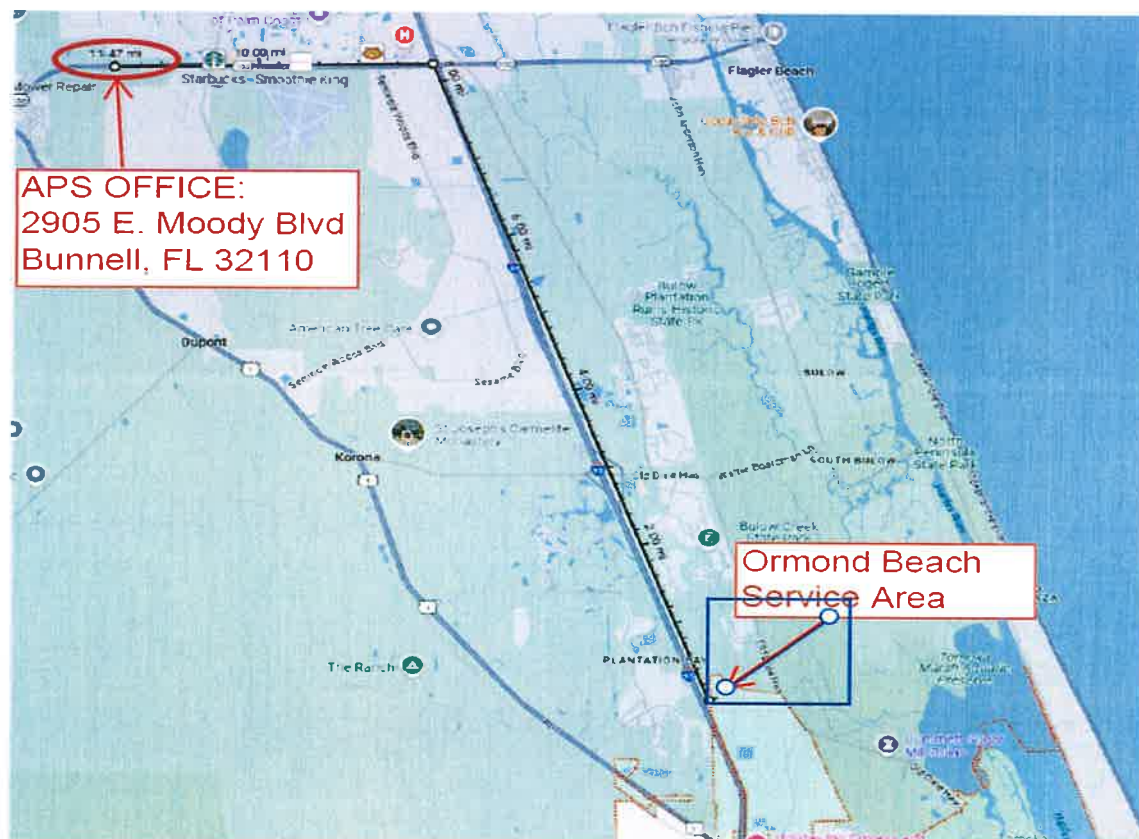


EXHIBIT B
PRICE PROPOSAL
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
Request for Proposals (RFP)
2025-31

ALL MEASUREMENTS ARE ESTIMATED FROM OUR GIS MAPPING SYSTEM

Item Number	Item Description	Item Quantity	Item Units	Unit Price	Item Price
1	INSPECT SANITARY SEWER LATERALS	674	EA	\$ 175.00	\$ 117,950.00
2	INSPECT 6-INCH SANITARY SEWER	2,217	LF	\$ 3.00	\$ 6,651.00
3	INSPECT 8-INCH SANITARY SEWER	68,899	LF	\$ 2.15	\$ 148,132.85
4	INSPECT 10-INCH SANITARY SEWER	4,733	LF	\$ 2.50	\$ 11,832.50
5	INSPECT 12-INCH SANITARY SEWER	2,211	LF	\$ 6.00	\$ 13,266.00
6	INSPECT 15-INCH SANITARY SEWER	4,586	LF	\$ 6.15	\$ 28,203.90
7	INSPECT 18-INCH SANITARY SEWER	40	LF	\$ 25.00	\$ 1,000.00
8	HEAVY CLEANING ANY SIZE SANITARY SEWER	4,134	LF	\$ 4.00	\$ 16,536.00
9	SMOKE TESTING	82,686	LF	\$ 0.40	\$ 33,074.40
10	MOBILIZATION/ DEMOBILIZATION	1	LS	\$ 5,500.00	\$ 5,500.00
11	INSPECT LEVEL 1 MANHOLE ASSESSMENT	359	EA	\$ 31.00	\$ 11,129.00

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

PRICE ITEMS

Item No. 1 Inspect Sanitary Sewer Laterals

Measurement: The quantity for payment shall be Each Unit for inspecting sanitary sewer laterals.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress,

Camera Trucks and Vac Trucks Equipment List:

EQUIPMENT NUMBER	OWNED VAC AND CAMERA EQUIPMENT DESCRIPTION
CT or LT - Camera Equipment	
CT001	2017 FORD CAMERA TRUCK F550 4x4
CT002	2017 FORD CAMERA TRUCK F550 4x4
CT004	2018 FORD CAMERA TRUCK F550 4x4
CT005	2018 FORD CAMERA TRUCK F550 4x4
CT006	2018 FORD CAMERA VAN E450
CT007	2019 FORD CAMERA TRUCK F550 4x4 Lateral Launch
CT008	2019 FORD CAMERA TRUCK F550 4x4
CT009	2019 FORD CAMERA TRUCK F550 4x4 Lateral Launch
CT010	2020 Ford F550 4WD CAMERA TRUCK WITH CUTTER
CT011	2020 FORD CAMERA TRUCK F550 4x4
CT012	2020 FORD CAMERA TRUCK F550 4x4
CT014	2021 Ford F550 4WD CAMERA
CT015	2021 Ford F550 4WD CAMERA
CT016	2021 Ford F550 4WD CAMERA
CT017	2021 Ford F550 4WD CAMERA
CT018	2022 Ford F550 4WD CAMERA TRUCK
CT019	2021 Ford F550 4WD Laser CAMERA TRUCK
CT020	2022 Ford F550 4WD CAMERA TRUCK
CT021	2022 Ford F550 4WD CAMERA TRUCK
CT022	2023 Ford F550 4WD Camera
CT023	2023 Ford F550 4WD Camera
CT024	2023 Ford Van
CT025	2023 Ford F550 4WD Camera
CT026	2024 Ford F550 4WD
CT027	2024 Ford F550 4WD
CT028	2024 Ford F550 4WD
LT001	2020 Rausch Trailer w Laser Equipment
LT002	2021 CRMT Trailer w Laser Equipment
LT003	2017 CRMT Trailer w Laser Equipment
SV- Vac Truck	
SV003	2018 Freightliner 114SD TRUCK
SV005	2018 Freightliner 114SD / Sewer Vacuum Truck
SV006	2020 Freightliner 114SD / Vacall 114SD Sewer Vacuum Truck
SV007	2019 Freightliner 114SD Vacall Recycler Sewer Vac Truck
SV008	2020 Peterbilt / Vactor Standard Sewer Vac Truck
SV009	2017 Kenworth T880 /Vactor Recycler Sewer Vac Truck
SV011	2020 Peterbilt Vactor Standard Sewer Vac Truck
SV013	2020 Freightliner 114SD VACALL 114SD Recycler Sewer Vacuum Truck
SV017	2019 Freightliner 114SD VACALL 114SD Recycler Sewer Vacuum Truck
SV018	2021 Freightliner 114SD Vactor Standard Sewer Vac Truck

(Continued on Next Page)

SV019	2022 Freightliner 114SD Vacall Standard
SV020	2022 Freightliner 114SD Vacall Standard
SV021	2022 Freightliner 114SD Vacall Standard
SV022	2021 Peterbilt 567- Vactor
SV023	2022 PETERBILT 567
SV024	2021 Kenworth T880- Vactor
SV025	2020 Freightliner 114SD
SV026	2022 Kenworth T880- Vactor
SV027	2020 Freightliner 114SD Vacall Recycler
SV028	2022 PETERBILT 567
SV029	2022 Kenworth T880- Vactor
SV030	2023 Freightliner 114SD/ Cummins L9
SV031	2023 Freightliner 114SD
SV032	2023 Freightliner 114SD
SV033	2023 Freightliner 114SD
SV034	2023 Kenworth T880
SV035	2023 Freightliner 114SD
SV036	2023 Freightliner 114SD
SV037	2023 Kenworth T880
SV038	2023 Freightliner M2-106
SV039	2024 Freightliner Cummins L9
SV040	2021 Freightliner M2-106
SV041	2025 Freightliner 114SD
SV042	2025 Freightliner 114SD
SV043	2021 Freightliner 114SD
SV044	2024 Peterbilt 367
SV045	2025 Freightliner 114SD
SV046	2025 Freightliner 114SD
SV047	2025 Freightliner 114SD
SV048	2024 Peterbilt 367
SV049	2025 Freightliner 114SD
SV050	2025 Freightliner 114SD
Easement Machines	
RT014	2023 Pipehunter Trailer (Easement Machine)
Easement M	Easement Machine W/ Trailer 2019/ Sure TR

APS Vacall Vac Truck & Camera Truck:



APS Vactor Vac Truck:



Hurco Smoke Testing Fan:



Easement Machine:



Brandon Cano
Atlantic Pipe Services, LLC
Tampa, Florida 33619, United States
Certification Type: PACP | LACP | MACP

Certification Number: U-0220-70308667

Original Certification Date: 2/7/2020

Expiration Date: 4/11/2026

Ryan Clayton
Atlantic Pipe Services, LLC
Sanford, Florida 32773, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0044218-092023

Original Certification Date: 9/28/2023

Expiration Date: 9/28/2026

Colby James Costello
Atlantic Pipe Services, LLC
Sanford, Florida 32771, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0048222-052024

Original Certification Date: 5/30/2024

Expiration Date: 5/30/2027

Christina Cruz
Atlantic Pipe Services, LLC
Sanford, Florida 32771, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0042699-052023

Original Certification Date: 5/19/2023

Expiration Date: 5/19/2026

Lamaise Dawkins
Atlantic Pipe Services, LLC
Tampa, Florida 33610-4765, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0051551-122024

Original Certification Date: 12/13/2024

Expiration Date: 12/13/2027

Christopher Develder
Atlantic Pipe Services, LLC
BRANDON, 33511, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0047284-042024

Original Certification Date: 4/9/2024

Expiration Date: 4/9/2027

Elijah Durant
Atlantic Pipe Services, LLC
Sanford, Florida 32773, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0036728-032022

Original Certification Date: 3/25/2022

Expiration Date: 3/25/2025

Edwin Febles
Atlantic Pipe Services, LLC
Sanford, Florida 32773, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0046877-032024

Original Certification Date: 3/24/2024

Expiration Date: 3/24/2027

Michael Fugatt
Atlantic Pipe Services, LLC
St Petersburg, Florida 33713, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0043821-082023

Original Certification Date: 8/26/2023

Expiration Date: 8/26/2026

Robert Givens
Atlantic Pipe Services, LLC
Bunnell, Florida 32110-6301, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0042369-042023

Original Certification Date: 4/24/2023

Expiration Date: 4/24/2026

Emmanuel Gomez
Atlantic Pipe Services, LLC
Palm Coast, Florida 32164-1818, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0051567-122024

Original Certification Date: 12/13/2024

Expiration Date: 12/13/2027

Todd Grindrod Jr.
Atlantic Pipe Services, LLC
Center Hill, Florida 33514, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0046879-032024

Original Certification Date: 3/25/2024

Expiration Date: 3/26/2027

Angel Gutierrez
Atlantic Pipe Services, LLC
Sanford, Florida 32771, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0046890-032024

Original Certification Date: 3/25/2024

Expiration Date: 3/25/2027

Barbara Gutierrez
Atlantic Pipe Services, LLC
Sanford, Florida 32771, United States
Certification Type: PACP | LACP | MACP

Certification Number: U-1119-70307724

Original Certification Date: 11/12/2019

Expiration Date: 11/5/2025

Certification Type: ITCP-CIPP

Certification Number: C0042536-052023

Original Certification Date: 5/9/2023

Expiration Date: 5/9/2028

Thomas Hair
Atlantic Pipe Services, LLC
Sanford, Florida 32771, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0043819-082023

Original Certification Date: 8/26/2023

Expiration Date: 8/26/2026

Reginald Hakerson
Atlantic Pipe Services, LLC
Orlando, Florida 32817, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0043823-082023

Original Certification Date: 8/26/2023

Expiration Date: 8/26/2026

Chad David Harmon
Atlantic Pipe Services, LLC
Sanford, Florida 32771, United States
Certification Type: PACP | LACP | MACP

Certification Number: U-0519-070305992

Original Certification Date: 5/21/2019

Expiration Date: 5/19/2025

Robert Harris
Atlantic Pipe Services, LLC
Palm Coast, Florida 32137, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0043827-082023

Original Certification Date: 8/26/2023

Expiration Date: 8/26/2026

Jesse Hoyt
Atlantic Pipe Services, LLC
Palm Coast, Florida 32164, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0046908-032024

Original Certification Date: 3/23/2024

Expiration Date: 3/23/2027

Keith Johnson
Atlantic Pipe Services, LLC
Sanford, Florida 32773, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0036923-042022

Original Certification Date: 4/7/2022

Expiration Date: 4/7/2025

Michael Jones
Atlantic Pipe Services, LLC
Sanford, Florida 32773, United States
Certification Type: PACP | LACP | MACP

Certification Number: U-0519-070306005

Original Certification Date: 5/21/2019

Expiration Date: 5/13/2025

STEPHEN LEE
STEPHEN LEE (ATLANTIC PIPE SERVICES)
ORANGE PARK, Florida 32073, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0047563-042024

Original Certification Date: 4/24/2024

Expiration Date: 4/24/2027

Daniel Malave
Atlantic Pipe Services, LLC
Daytona Beach, Florida 32117-1808, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0051564-122024

Original Certification Date: 12/13/2024

Expiration Date: 12/13/2027

Chase McDonough
Atlantic Pipe Services, LLC
Sanford, Florida 32773, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0036676-032022

Original Certification Date: 3/25/2022

Expiration Date: 3/25/2025

Tyler McLane
Atlantic Pipe Services, LLC
Sanford, Florida 32771, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0046909-032024

Original Certification Date: 3/23/2024

Expiration Date: 3/23/2027

Roger McMillion
Atlantic Pipe Services, LLC
Bunnell, Florida 32110-6301, United States
Certification Type: PACP | LACP | MACP

Certification Number: U-0820-70310048

Original Certification Date: 8/6/2020

Expiration Date: 8/1/2026

John Melendez
Atlantic Pipe Services, LLC
Bunnell, Florida 32110, United States
Certification Type: PACP | LACP | MACP

Certification Number: U-0820-703010166

Original Certification Date: 8/19/2020

Expiration Date: 8/8/2026

Jose Molina
Atlantic Pipe Services, LLC
Apopka, Florida 32712, United States
Certification Type: PACP | LACP | MACP

Certification Number: U-0621-70402203

Original Certification Date: 6/11/2021

Expiration Date: 6/4/2027

Certification Type: ITCP-CIPP

Certification Number: C0044744-112023

Original Certification Date: 11/8/2023

Expiration Date: 11/8/2028

Walter Moore
Atlantic Pipe Services, LLC
Homosassa, Florida 34446-3158, United States
Certification Type: PACP | LACP | MACP
Certification Number: P0051553-122024
Original Certification Date: 12/13/2024
Expiration Date: 12/13/2027

Jose Negron
Atlantic Pipe Services, LLC
Brandom, Florida 33510, United States
Certification Type: PACP | LACP | MACP
Certification Number: P0043825-082023
Original Certification Date: 8/26/2023
Expiration Date: 8/26/2026

Marc Olschewske
Atlantic Pipe Services, LLC
Sanford, Florida 32771, United States
Certification Type: PACP | LACP | MACP
Certification Number: P0046907-032024
Original Certification Date: 3/26/2024
Expiration Date: 3/26/2027

Yordan Oro
Atlantic Pipe Services, LLC
Wesley Chapel, Florida 33544, United States
Certification Type: PACP | LACP | MACP
Certification Number: P0051569-122024
Original Certification Date: 12/13/2024
Expiration Date: 12/13/2027

Tyler Parker
Atlantic Pipe Services, LLC
Hastings, Florida 32145, United States
Certification Type: PACP | LACP | MACP
Certification Number: P0046911-032024
Original Certification Date: 3/23/2024
Expiration Date: 3/23/2027

Jacob Pitchford
Atlantic Pipe Services, LLC
Sanford, Florida 32773, United States
Certification Type: PACP | LACP | MACP
Certification Number: U-0719-70306548
Original Certification Date: 7/17/2019
Expiration Date: 6/23/2025

Kyler Prindle
Atlantic Pipe Services, LLC
The Villages, Florida 32162-5067, United States
Certification Type: PACP | LACP | MACP
Certification Number: P0051548-122024
Original Certification Date: 12/13/2024
Expiration Date: 12/13/2027

Shawn Probeck
Atlantic Pipe Services, LLC
Sanford, Florida 32771, United States
Certification Type: PACP | LACP | MACP
Certification Number: P0046891-032024
Original Certification Date: 3/25/2024
Expiration Date: 3/26/2027

Johan Quezada
Atlantic Pipe Services, LLC
Valrico, Florida 33594-8020, United States
Certification Type: PACP | LACP | MACP
Certification Number: P0051555-122024
Original Certification Date: 12/13/2024
Expiration Date: 12/13/2027

George Riel
Atlantic Pipe Services, LLC
Deland, Florida 32724, United States
Certification Type: PACP | LACP | MACP
Certification Number: U-0820-70310051
Original Certification Date: 8/6/2020
Expiration Date: 8/1/2026

Juan Rosario
Atlantic Pipe Services, LLC
Tampa, Florida 33635-1816, United States
Certification Type: PACP | LACP | MACP
Certification Number: P0051566-122024
Original Certification Date: 12/13/2024
Expiration Date: 12/13/2027

Justin Rosser
Atlantic Pipe Services, LLC
Sanford, Florida 32771, United States
Certification Type: PACP | LACP | MACP
Certification Number: P0042691-052023
Original Certification Date: 5/19/2023
Expiration Date: 5/19/2026

Elvis Santana
Atlantic Pipe Services, LLC
Tampa, Florida 33619, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0051550-122024

Original Certification Date: 12/13/2024

Expiration Date: 12/13/2027

Nicholas Schara
Atlantic Pipe Services, LLC
Bunnell, Florida 32110, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0034525-112021

Original Certification Date: 11/5/2021

Expiration Date: 10/20/2027

Robert Skiles
Atlantic Pipe Services, LLC
Sanford, Florida 32773, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0036926-042022

Original Certification Date: 4/7/2022

Expiration Date: 4/7/2025

Justin Smith
Atlantic Pipe Services, LLC
Bunnell, Florida 32110, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0039445-092022

Original Certification Date: 9/29/2022

Expiration Date: 9/29/2025

Brian Smyth
Atlantic Pipe Services, LLC
Sanford, Florida 32773, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0036994-042022

Original Certification Date: 4/14/2022

Expiration Date: 4/14/2025

Zachary Traenkenschuh
Atlantic Pipe Services, LLC
Ponce De Leon, Florida 32455-3750, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0051552-122024

Original Certification Date: 12/13/2024

Expiration Date: 12/13/2027

Reydel Valdes
Atlantic Pipe Services, LLC
Tampa, Florida 33603, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0051549-122024

Original Certification Date: 12/13/2024

Expiration Date: 12/13/2027

Joshua Warden
Atlantic Pipe Services, LLC
Sanford, Florida 32773, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0036795-032022

Original Certification Date: 3/31/2022

Expiration Date: 3/31/2025

Jason Weis
Atlantic Pipe Services, LLC
Bunnell, Florida 32110, United States
Certification Type: PACP | LACP | MACP

Certification Number: U-0820-70310050

Original Certification Date: 8/6/2020

Expiration Date: 8/1/2026

Andy Wiesbauer
Atlantic Pipe Services, LLC
Sanford, Florida 32771-9570, United States
Certification Type: PACP | LACP | MACP

Certification Number: U-0519-070305660

Original Certification Date: 5/14/2019

Expiration Date: 5/13/2025

Mark Winters-Smith
Atlantic Pipe Services, LLC
Bunnell, Florida 32110, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0034717-112021

Original Certification Date: 11/18/2021

Expiration Date: 11/16/2027

Isaiah Wright
Atlantic Pipe Services, LLC
Bunnell, Florida 32110, United States
Certification Type: PACP | LACP | MACP

Certification Number: P0043826-082023

Original Certification Date: 8/26/2023

Expiration Date: 8/26/2026

ADDENDUM NO. 1

March 4, 2025

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 1 **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31**

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.

QUESTIONS and ANSWERS

Question 1: Is it a requirement that the firm selected for this work be a licensed contractor in the State of Florida?

Answer 1: Yes, the contractor awarded the bid must be a licensed contractor in the State of Florida.

Question 2: Can you please clarify if we need to become registered with the city and the county. If so, how do we obtain this?

Answer 2: Prior to award, a business needs to be registered with the City of Ormond Beach.

As explained in the RFP manual on page 14, "If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370."

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31** for the City of Ormond Beach.

END OF ADDENDUM No. 1

x 

ADDENDUM NO. 2

March 6, 2025

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 2 **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31**

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.

QUESTIONS and ANSWERS

Question 1: Do we need to submit a COI with the bid or only if awarded?

Answer 1: COI is required prior to issuance of an official Intent to Award being issued.

Question 2: Do we need to be registered with the city prior submitting a proposal?

Answer 2: Registration is required prior to issuance of an official Intent to Award being issued.

Registration may take place in advance if a proposer chooses to do so. A completed vendor packet (attached) needs to be returned to the purchasing coordinator via email rob.hart@ormondbeach.org. Proof of General Liability Insurance with the city named as additional insured, if required by written contract, must be submitted with the vendor packet. Proof of workers' comp or exemption must also be submitted.

Question 3: I see an OCP request and a builder's risk request. Are these mandatory? These are not in normal COI guidelines and would have to be requested as a charge.

Answer 3: The city's insurance requirements are published with every solicitation and are found in Exhibit A. As explained in Exhibit A, Builder's Risk insurance is required on vertical construction contracts. This is not a vertical construction contract.

Please note that the location of the RFP opening has been moved to Conference Room 103 at City Hall, no change has been made to the date due, time due or delivery location.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31** for the City of Ormond Beach.

END OF ADDENDUM No. 2

x 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/20/2024

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 The Hilb Group of Florida dba ICCF 1331 Palmetto Avenue Suite 100 Winter Park FL 32789	CONTACT NAME: Lisa Dowling PHONE (A/C, No, Ext): (407) 740-5337 E-MAIL ADDRESS: ldowling@hilbgroup.com FAX (A/C, No):														
INSURED Atlantic Pipe Services, LLC 1420 Martin Luther King Jr Blvd. Sanford FL 32771	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Nautilus Insurance Company</td><td>17370</td></tr><tr><td>INSURER B: Key Risk Insurance Company</td><td>10885</td></tr><tr><td>INSURER C: FCCI Insurance Company</td><td>10178</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nautilus Insurance Company	17370	INSURER B: Key Risk Insurance Company	10885	INSURER C: FCCI Insurance Company	10178	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: FCCI Insurance Company	10178														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 24-25 Master Certificate**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			ECP2043889-10	06/21/2024	06/21/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP2043888-10	06/21/2024	06/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			FFX2043890-10	06/21/2024	06/21/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC0 100070910-03	06/21/2024	06/21/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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User Department Check-off List for New Vendor Request

- ☒ Completed New Vendor Request from vendor
- ☒ Completed W-9, attached to New Vendor Request
- ☒ Business registration verified (if required)

License # _____

- ☒ Insurance verified (if required)

- ☒ Description of products or services:

Sanitary Sewer and Storm Cleaning, CCTV, and Rehabilitation

Submitting Department Corporate Estimating

Verified and submitted by Allan Cagle

Date submitted to Finance Department 3/11/25

**NEW VENDOR WILL NOT BE ENTERED INTO SYSTEM
WITHOUT THIS SIGNED FORM AND SUPPORTING
DOCUMENTS**

Please attach and remit to the Finance Department/Accounts Payable:
New Vendor Request Form, W-9, and the ACH authorization form if applicable.



Vendor # _____
(To Be Filled In By Finance Department)

NEW VENDOR REQUEST

Please return the following completed form and W-9 form to the **user department** for which services and or products are being requested. Thank you.

VENDOR INFORMATION

ORDER NAME AND ADDRESS

Name: Atlantic Pipe Services, LLC

Address: 1420 Martin Luther King Jr. Blvd., Sanford, FL 32771

(If Confidential per Florida Statute please check box) ☐

Email: info@atlanticpipe.us

Phone: 407-792-1360

Fax: _____

(Required for all "New Vendor Request" and/or changes to vendor information)

Federal Taxpayer ID Number (EIN) 81-4515509 (attach W-9)

Or Social Security Number (SSN) _____ (attach W-9)

PAYMENT ADDRESS (If different than order address)

Name: Same as Order Address

Address: _____

Phone: _____

Fax: _____

Terms: _____ Discount: _____

Authorized Signature: _____

Date: 3/11/25



The City of Ormond Beach offers payments to vendors via **ACH Direct Deposit**. Some of the benefits of using ACH direct deposit include; not having to wait for a check to arrive in the mail, lost mail, payment in your account on check date, immediate notification via e-mail with all the payment details and helps to prevent fraud. It is easy to sign up. Just fill-in the following form and attach a VOID check.

ACH Direct Deposit Enrollment for Vendor # _____
(To Be Filled In By Finance Department)

Company Name: _____

Contact Name: _____
(For any questions)

Phone Number: _____

E-Mail Address for Payment
Notification & Details: _____

Authorized Signature: _____

Date: _____

Please return this completed form along with a VOID check to:

User Department requesting services/products or mail to:

City of Ormond Beach
Accounts Payable-ACH
PO Box 277
Ormond Beach, FL 32175-0277

Notes: We recommend using a permanent e-mail address or distribution list (one that won't need to be changed when you have staff changes). This service can be used by any vendor doing business with the City, except those receiving one-time payments, such as utility refunds.

Under Federal Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**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 from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

James Oltorik

From: Kristin Gibson
Sent: Wednesday, March 26, 2025 7:10 AM
To: James Oltorik
Subject: Fw: Vendor inquiry

Get Outlook for iOS



Kristin Gibson
Corporate Estimator

Office. 407-792-1360
Mobile. 407-202-6746
1420 Martin Luther King Jr. Blvd
Sanford, FL 32771
www.atlanticpipe.us
kgibson@atlanticpipe.us

 Please consider the environment before printing this email

From: Hart, Rob <Rob.Hart@ormondbeach.org>
Sent: Thursday, March 13, 2025 10:38:05 AM
To: Kristin Gibson <kgibson@atlanticpipe.us>
Subject: RE: Vendor inquiry

Thanks, I have you entered in our system. I will let you know if there are any problems or questions during the review process.

Rob Hart

Purchasing Coordinator
City of Ormond Beach
22 S Beach Street
Ormond Beach FL 32174
Direct 386-676-3223

 Please consider the environment before printing this e-mail.

From: Kristin Gibson <kgibson@atlanticpipe.us>
Sent: Wednesday, March 12, 2025 2:00 PM
To: Brandon Duncan <bduncan@atlanticpipe.us>; Hart, Rob <Rob.Hart@ormondbeach.org>
Subject: Re: Vendor inquiry

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

Good Afternoon, Rob-

Please see attached Vendor registration packet. Please let us know if there is anything else we need to supply.

Thanks again for your help,



Kristin Gibson

Corporate Estimator

Office. 407-792-1360

Mobile. 407-202-6746

1420 Martin Luther King Jr. Blvd

Sanford, FL 32771

www.atlanticpipe.us

kgibson@atlanticpipe.us



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From: Brandon Duncan <bduncan@atlanticpipe.us>

Sent: Tuesday, March 11, 2025 10:03 AM

To: Hart, Rob <Rob.Hart@ormondbeach.org>

Cc: Kristin Gibson <kgibson@atlanticpipe.us>

Subject: RE: Vendor inquiry

Thanks Rob! We will get this completed and back to the City.

Brandon Duncan

Corporate Sales Manager



Office. 407-792-1360 (Ext. 311)
Mobile. 813-347-3428
1420 Martin Luther King Jr, Blvd
Sanford, FL 32771
www.atlanticpipe.us
bduncan@atlanticpipe.us



 Please consider the environment before printing this email

From: Hart, Rob <Rob.Hart@ormondbeach.org>
Sent: Tuesday, March 11, 2025 10:01 AM
To: Brandon Duncan <bduncan@atlanticpipe.us>
Subject: RE: Vendor inquiry

Hi Brandon,
That list is not on-line. I checked and didn't see you in our system. Attached is the vendor packet to complete and return to me along with our W-9 and tax exempt forms if you need them.

Rob Hart

Purchasing Coordinator
City of Ormond Beach
22 S Beach Street
Ormond Beach FL 32174
Direct 386-676-3223

 Please consider the environment before printing this e-mail.

From: Brandon Duncan <bduncan@atlanticpipe.us>
Sent: Tuesday, March 11, 2025 8:44 AM
To: Hart, Rob <Rob.Hart@ormondbeach.org>
Subject: Vendor inquiry

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

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Rob, is there a vendor list online i can access? I'm trying to determine if we need to register as a vendor, or if we are already on the vendor list.

Thanks

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)



Brandon Duncan
Corporate Sales Manager

Office. 407-792-1360 (Ext. 311)
Mobile. 813-347-3428
1420 Martin Luther King Jr, Blvd
Sanford, FL 32771

www.atlanticpipe.us
bduncan@atlanticpipe.us

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CAUTION: This email originated from outside APS. **DO NOT** click links, open attachments or follow guidance, unless you recognize the sender and are expecting the information or have verified the content is safe.

CAUTION: This email originated from outside APS. **DO NOT** click links, open attachments or follow guidance, unless you recognize the sender and are expecting the information or have verified the content is safe.

ADDENDUM NO. 3

March 19, 2025

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 3 **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31**

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.

Please add the attached “Verification of Employment Status Using E-Verify System” Form. Please note that this is a required form that must be completed and returned with your proposal.

QUESTIONS and ANSWERS

Question 1: Typically, CCTV work does not require construction work that necessitates obtaining a contractor's license. With that said, what type of construction work within this scope would require a Florida state contractor's license?

Answer 1: The City's terms and conditions, which includes insurance requirements, must be met in order to be awarded. The intent of this RFP is for the awarded Contractor to have an underground utility license, engineering license, or other license which would demonstrate that the awarded Contractor would be able to perform licensed work on underground utilities in the event that any of their construction activities during the course of work damages any existing utilities. If a prospective bidder feels that they can meet the City's terms and conditions and can demonstrate competency to repair utility lines, then they may submit their proposal with their written explanation of their credentials as to how they meet the requirements and needs of the project.

Question 2: And what type of contractor's license are you looking for and would a engineering license in lieu of a Contractors license be sufficient?

Answer 2: See Answer #1 in this addendum for a response.

Question 3: Smoke Testing is to use smoke candles only? What about using a Power smoker with liquid smoke?

Answer 3: Power smoker with liquid smoke would be acceptable.

Question 4: It appears most of the bid is focused on CCTV inspections. Regarding the Manhole Inspections level 1, can the 359 manholes be assessed without digital inspection?

Answer 4: Yes, the manholes can be assessed without digital inspection.

Question 5: Is a Bid Bond Required?

Answer 5: Yes Addendum 4 states this is incorrect, Bid Bond NOT required!!

Question 6: For Line Items 1-7, the measurements and payment require "pipe cleaning as needed". For all items 1-7, shall we account for "light cleaning" (3.02-A-1 PREPARATION) where it notes "pipe cleaning" in the measurement and payment section?

Answer 6: Yes, "pipe cleaning" for items 1-7 shall mean "light cleaning".

Question 7: Given the amount of Bypass Required, would the city add a billable line item for bypass pumping?

Answer 7: No. Bidders to include bypass pumping in their line items.

Question 8: Are the cleanouts exposed where lateral inspections are required? Or, should the contractor expect the need to use lateral launching capabilities?

Answer 8: Not all cleanouts are exposed. Lateral launching capabilities will need to be utilized.

Question 9: If cleanouts are not exposed, will contractor still be required to clean the laterals prior to inspections, as noted in the measurement and payment section?

Answer 9: If cleanouts are not exposed, Contractor will not be required to clean the laterals.

Question 10: Does the City have a facility they will allow the contractor to dispose of debris removed from pipelines? If so, will the City charge a fee or accept the debris at no charge?

Answer 10: No. Contractor to dispose of material at a certified landfill and include such cost in their bid items.

Question 11: Does this include laterals.

Answer 11: Yes, from point of service out.

Question 12: Does this project include MOT?

Answer 12: Yes, this project will include Temporary Traffic Control. Bidders should review the plans and incorporate their TTC needs in their line items.

Question 13: Are bucket machines and power rodding machines required?

Answer 13: No.

Question 14: How many passes are considered "heavy" cleaning?

Answer 14: Anything requiring more than three (3) passes would be considered "heavy" cleaning for this work.

Question 15: Are you providing a disposal site?

Answer 15: No.

Question 16: Are you providing water or do we need to get meters?

Answer 16: No. Contractor would be expected to obtain a hydrant meter from the finance department after selected for award. Contractor to include anticipated water usage charge in their bid line items.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31** for the City of Ormond Beach.

END OF ADDENDUM No. 3

x 

ADDENDUM NO. 4

March 20, 2025

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 4 **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31**

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.

Regarding addendum #3 issued yesterday, the correct answer to questions #5 is **NO** A bid bond is not required for this project.

Question 5: Is a Bid Bond Required?

Answer 5: No, a bid bond is not required for this project.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31** for the City of Ormond Beach.

END OF ADDENDUM No. 4

x 

General Contractors License:

	Ron DeSantis, Governor	Melanie S. Griffin, Secretary	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION			
CONSTRUCTION INDUSTRY LICENSING BOARD			
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES			
 CARSON, KEITH L ATLANTIC PIPE SERVICES, LLC 1420 MARTIN LUTHER KING JR BLVD SANFORD FL 32773			
LICENSE NUMBER: CGC1525525			
EXPIRATION DATE: AUGUST 31, 2026			
Always verify licenses online at MyFloridaLicense.com			
ISSUED: 10/01/2024			
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.			



**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Atlantic Pipe Services, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ **LLC.** Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1420 Martin Luther King Jr Blvd.

6 City, state, and ZIP code

Sanford, FL 32771

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

8 1 - 4 5 1 5 5 0 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person

Date **5/31/24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

**Evaluation Form
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
RFP 2025-31**

Name of Firm:

Atlantic Pipe Services, LLC

Reviewer:

Date:

Score

Qualification & Experience (30 pts Max)

Data Analysis & Reporting Methods (20 pts Max)

Project Management Skills (10 pts Max)

Equipment & Capabilities (15 pts Max)

Pricing (15 pts Max)

Headquarter Location (choose most appropriate one):

1 - Located in Ormond Beach Utility Service Area - 10 pts

2 - Located within 100 miles - 5 pts

3 - Located over 100 miles - 3 pts

Total

ADDENDUM NO. 1

March 4, 2025

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 1 **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31**

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.

QUESTIONS and ANSWERS

Question 1: Is it a requirement that the firm selected for this work be a licensed contractor in the State of Florida?

Answer 1: Yes, the contractor awarded the bid must be a licensed contractor in the State of Florida.

Question 2: Can you please clarify if we need to become registered with the city and the county. If so, how do we obtain this?

Answer 2: Prior to award, a business needs to be registered with the City of Ormond Beach.

As explained in the RFP manual on page 14, "If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370."

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31** for the City of Ormond Beach.

END OF ADDENDUM No. 1

ADDENDUM NO. 2

March 6, 2025

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 2 **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31**

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.

QUESTIONS and ANSWERS

Question 1: Do we need to submit a COI with the bid or only if awarded?

Answer 1: COI is required prior to issuance of an official Intent to Award being issued.

Question 2: Do we need to be registered with the city prior submitting a proposal?

Answer 2: Registration is required prior to issuance of an official Intent to Award being issued.

Registration may take place in advance if a proposer chooses to do so. A completed vendor packet (attached) needs to be returned to the purchasing coordinator via email rob.hart@ormondbeach.org. Proof of General Liability Insurance with the city named as additional insured, if required by written contract, must be submitted with the vendor packet. Proof of workers' comp or exemption must also be submitted.

Question 3: I see an OCP request and a builder's risk request. Are these mandatory? These are not in normal COI guidelines and would have to be requested as a charge.

Answer 3: The city's insurance requirements are published with every solicitation and are found in Exhibit A. As explained in Exhibit A, Builder's Risk insurance is required on vertical construction contracts. This is not a vertical construction contract.

Please note that the location of the RFP opening has been moved to Conference Room 103 at City Hall, no change has been made to the date due, time due or delivery location.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31** for the City of Ormond Beach.

END OF ADDENDUM No. 2

User Department Check-off List for New Vendor Request

- ☐ Completed New Vendor Request from vendor
- ☐ Completed W-9, attached to New Vendor Request
- ☐ Business registration verified (if required)

License # _____

- ☐ Insurance verified (if required)

- ☐ Description of products or services:

Submitting Department _____

Verified and submitted by _____

Date submitted to Finance Department _____

**NEW VENDOR WILL NOT BE ENTERED INTO SYSTEM
WITHOUT THIS SIGNED FORM AND SUPPORTING
DOCUMENTS**

Please attach and remit to the Finance Department/Accounts Payable:
New Vendor Request Form, W-9, and the ACH authorization form if applicable.



Vendor # _____
(To Be Filled In By Finance Department)

NEW VENDOR REQUEST

Please return the following completed form and W-9 form to the **user department** for which services and or products are being requested. Thank you.

VENDOR INFORMATION

ORDER NAME AND ADDRESS

Name: _____

Address: _____

(If Confidential per Florida Statute please check box) ☐

Email: _____

Phone: _____

Fax: _____

(Required for all "New Vendor Request" and/or changes to vendor information)

Federal Taxpayer ID Number (EIN) _____ **(attach W-9)**

Or Social Security Number (SSN) _____ **(attach W-9)**

PAYMENT ADDRESS (If different than order address)

Name: _____

Address: _____

Phone: _____

Fax: _____

Terms: _____

Discount: _____

Authorized Signature: _____

Date: _____

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



The City of Ormond Beach offers payments to vendors via **ACH Direct Deposit**. Some of the benefits of using ACH direct deposit include; not having to wait for a check to arrive in the mail, lost mail, payment in your account on check date, immediate notification via e-mail with all the payment details and helps to prevent fraud. It is easy to sign up. Just fill-in the following form and attach a VOID check.

ACH Direct Deposit Enrollment for Vendor # _____
(To Be Filled In By Finance Department)

Company Name: _____

Contact Name: _____
(For any questions)

Phone Number: _____

E-Mail Address for Payment
Notification & Details: _____

Authorized Signature: _____

Date: _____

Please return this completed form along with a VOID check to:

User Department requesting services/products or mail to:

City of Ormond Beach
Accounts Payable-ACH
PO Box 277
Ormond Beach, FL 32175-0277

Notes: We recommend using a permanent e-mail address or distribution list (one that won't need to be changed when you have staff changes). This service can be used by any vendor doing business with the City, except those receiving one-time payments, such as utility refunds.

Under Federal Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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 from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

ADDENDUM NO. 3

March 19, 2025

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 3 **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31**

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.

Please add the attached “Verification of Employment Status Using E-Verify System” Form. Please note that this is a required form that must be completed and returned with your proposal.

QUESTIONS and ANSWERS

Question 1: Typically, CCTV work does not require construction work that necessitates obtaining a contractor's license. With that said, what type of construction work within this scope would require a Florida state contractor's license?

Answer 1: The City's terms and conditions, which includes insurance requirements, must be met in order to be awarded. The intent of this RFP is for the awarded Contractor to have an underground utility license, engineering license, or other license which would demonstrate that the awarded Contractor would be able to perform licensed work on underground utilities in the event that any of their construction activities during the course of work damages any existing utilities. If a prospective bidder feels that they can meet the City's terms and conditions and can demonstrate competency to repair utility lines, then they may submit their proposal with their written explanation of their credentials as to how they meet the requirements and needs of the project.

Question 2: And what type of contractor's license are you looking for and would a engineering license in lieu of a Contractors license be sufficient?

Answer 2: See Answer #1 in this addendum for a response.

Question 3: Smoke Testing is to use smoke candles only? What about using a Power smoker with liquid smoke?

Answer 3: Power smoker with liquid smoke would be acceptable.

Question 4: It appears most of the bid is focused on CCTV inspections. Regarding the Manhole Inspections level 1, can the 359 manholes be assessed without digital inspection?

Answer 4: Yes, the manholes can be assessed without digital inspection.

Question 5: Is a Bid Bond Required?

Answer 5: Yes

Question 6: For Line Items 1-7, the measurements and payment require “pipe cleaning as needed”. For all items 1-7, shall we account for “light cleaning” (3.02-A-1 PREPRATION) where it notes “pipe cleaning” in the measurement and payment section?

Answer 6: Yes, “pipe cleaning” for items 1-7 shall mean “light cleaning”.

Question 7: Given the amount of Bypass Required, would the city add a billable line item for bypass pumping?

Answer 7: No. Bidders to include bypass pumping in their line items.

Question 8: Are the cleanouts exposed where lateral inspections are required? Or, should the contractor expect the need to use lateral launching capabilities?

Answer 8: Not all cleanouts are exposed. Lateral launching capabilities will need to be utilized.

Question 9: If cleanouts are not exposed, will contractor still be required to clean the laterals prior to inspections, as noted in the measurement and payment section?

Answer 9: If cleanouts are not exposed, Contractor will not be required to clean the laterals.

Question 10: Does the City have a facility they will allow the contractor to dispose of debris removed from pipelines? If so, will the City charge a fee or accept the debris at no charge?

Answer 10: No. Contractor to dispose of material at a certified landfill and include such cost in their bid items.

Question 11: Does this include laterals.

Answer 11: Yes, from point of service out.

Question 12: Does this project include MOT?

Answer 12: Yes, this project will include Temporary Traffic Control. Bidders should review the plans and incorporate their TTC needs in their line items.

Question 13: Are bucket machines and power rodding machines required?

Answer 13: No.

Question 14: How many passes are considered "heavy" cleaning?

Answer 14: Anything requiring more than three (3) passes would be considered "heavy" cleaning for this work.

Question 15: Are you providing a disposal site?

Answer 15: No.

Question 16: Are you providing water or do we need to get meters?

Answer 16: No. Contractor would be expected to obtain a hydrant meter from the finance department after selected for award. Contractor to include anticipated water usage charge in their bid line items.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31** for the City of Ormond Beach.

END OF ADDENDUM No. 3

City of Ormond Beach
Request for Proposals (RFP)
SANITARY SEWER INFLOW & INFILTRATION SURVEY
RFP No. 2025-31

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

ADDENDUM NO. 4

March 20, 2025

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 4 **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31**

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.

Regarding addendum #3 issued yesterday, the correct answer to questions #5 is **NO** A **bid bond is not required for this project.**

Question 5: Is a Bid Bond Required?

Answer 5: No, a bid bond is not required for this project.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **SANITARY SEWER INFLOW & INFILTRATION SURVEY, RFP No. 2025-31** for the City of Ormond Beach.

END OF ADDENDUM No. 4



City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: SANITARY SEWER INFLOW & INFILTRATION SURVEY

RFP NUMBER: 2025-31

RFP OPENING DATE & TIME: March 26, 2025 2:00 PM

RFP OPENING LOCATION: Training Room, City Hall (breezeway)

PRE-PROPOSAL MEETING DATE & TIME: March 12, 2025 10:00 AM

PRE-PROPOSAL LOCATION: Training Room, City Hall (breezeway)

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

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

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

X

AUTHORIZED SIGNATURE (MANUAL)

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

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

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

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

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

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

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

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

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

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

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

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

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

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct

type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

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

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The objective of the Inflow & Infiltration survey is to provide the City of Ormond Beach a comprehensive report of the sanitary sewer system. This survey will focus on rating areas with issues of Inflow & Infiltration through manhole structures, gravity mains, and sewer laterals. This rating system will allow the City of Ormond Beach to prioritize their upgrades to the most severe sections. This survey will facilitate the City of Ormond Beach, to maintain compliance with the FDEP requirements Section 62-600.705(2)(a), F.A.C. ruling. The ruling requires 25% of our sanitary sewer system within a five-year period be investigated for excessive I & I conflict. Such conflicts can include; cracks or breaks in the piping, cross-connection with storm systems, faulty lateral connections, tree root penetration, and degrading manhole structures.

II. SCOPE OF SERVICES

- The contractor will perform sufficient pipe cleaning for proper CCTV inspection on various pipe sizes within the City's roadways, right-of-way's, and easements (which may include backyards). Proper removal and disposal of debris at approved off-site dump facilities.
- A CCTV recorded inspection of various sizes within the designated sewer system. The CCTV inspection will include televised recorded lateral inspection along with the main. The approximate linear footage of the project is 100,000 of gravity mains and service laterals.
- The Contractor must be able to utilize at least 1080p HD digit quality resolution with locating Sonde built into the camera.
- The recorded footage needs to be reviewed and inspected for Quality Assurance & Quality Control by a certified NASSCO-PACP, LACP, and MACP operator prior to submitting. All recordings will be reviewed and inspected periodically and submitted to the City of Ormond Beach for approval and release of payment schedule.
- The Contractor will perform an approximate linear footage of 82,686 for smoke testing through the sewer system manhole structures (see technical specification in project manual). The Contractor will need to schedule with the City of Ormond Beach and the homeowners the date, location, and time of smoke testing. Any cross-connection or defects found through smoke testing must be logged and documented with pictures. The Contractor will need to schedule with property owners for access to any easements, including backyards.
- The Contractor will need to perform proper MOT for the safety of the citizens.
- A comprehensive map and report of the findings, to include but not limited to; confirmed pipe size/material, manhole depths, and defects graded for severity will be provided to the City of Ormond Beach by the contractor, as well as, a recommended action plan for each defect reported.

Methods used to survey the sanitary sewer system:

Manhole inspection

Manhole inspections can identify leaks from broken benches and joints due to tree root intrusion or design issues. Manholes can contribute to significant Inflow & Infiltration through leaky covers as well.

Smoke testing

Smoke testing locates inflow and infiltration sources by identifying stormwater drain cross connections, broken pipes and laterals, and unsealed manholes.

CCTV

The use of CCTV allows authorities to visualize the inside of pipes by using a small camera that travels down the length of a pipe to produce a visual representation of its condition. CCTV inspections can reveal the need for rehabilitating leaky pipes or broken lateral connections.

III. TERM OF AGREEMENT

Proposer agrees that the Work will be substantially completed within **245** calendar days after the date when the Contract Time commences to run, and completed within **305** **calendar** days after the date when the Contract Time commences to run.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

All interested Firms must submit a statement of qualifications for all personnel to be assigned to the project listing their prior applicable experience of projects of similar size and scope, certifications and industry licenses. At a minimum, the Firm's team should consist of personnel that meet the following requirements:

- I. PERSONNEL - All field crew members must have one operator with a current NASSCO-PACP, LACP, and MACP certification.
- II. PROJECT MANAGER - Project Managers will be required to be accessible throughout the project, submit monthly status reports and act as the point of contact between City staff and the Firm. Project managers shall have at least one (1) year of CCTV experience.
- III. DATA PROCESSING STAFF - All data processing staff shall be trained in the specified software application and possess a current NASSCO-PACP, LACP, and MACP certification

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

- A. Qualifications & Experience:
 - The firm should provide general information regarding their history, qualifications, and licenses that are relevant to this project.
 - Firm must submit references for five (5) similar projects. Firm should submit contact name, address, phone, details on scope of project and timeline completed.
 - Firm shall have a documented experience of at least five (5) similar CCTV inspection surveys and/or a minimum of 1,000,000 linear footage CCTV inspection.
- B. Project Management Skills:
 - Demonstrate the order of operations to plan, design, execute, control, and finalize.
 - Firm is required to submit a sample set of deliverables with their Proposal. Sample deliverables should include a full deliverables package for a similar project in size and scope. City of Ormond Beach will review these for quality and overall usefulness of deliverable reports and databases.
- C. Data Analysis & Reporting Methods:
 - Service provider shall have certified NASSCO-PACP, LACP, and MACP Operators performing QA&QC.
- D. Equipment & Capabilities:
 - Firm must possess equipment that is updated with newest software applications, high quality, in good working condition, and facilitates an efficient process.
 - Firm must possess equipment capable of maintaining 1080p HD digit quality resolution with locating Sonde built into the camera.
 - Provide a 48hr or less emergency call-out service in response to any damage, blockage, or issues directly related to all operations within the project scope.
 - Firm must possess the capability to perform cleaning and CCTV inspection in lateral lines and in backyard easements.

VI. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the Utility Project Manager, Utility Manager, and Collections Supervisor. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

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

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 & Experience (30 points)
Data Analysis & Reporting Methods (20 points)
Project Management Skills (10 points)
Equipment & Capabilities (15 points)
Pricing (15 points) – Exhibit B
Location (10 points)

Responsive proposals will be ranked in each of the criteria

Evaluation Form
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
RFP 2025-31

Name of Firm:

Reviewer:

Date:

Score

Qualification & Experience (30 pts Max)

Data Analysis & Reporting Methods (20 pts Max)

Project Management Skills (10 pts Max)

Equipment & Capabilities (15 pts Max)

Pricing (15 pts Max)

Headquarter Location (choose most appropriate one):

1 - Located in Ormond Beach Utility Service Area - 10 pts

2 - Located within 100 miles - 5 pts

3 - Located over 100 miles - 3 pts

Total

VII. 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 DATE & TIME.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

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

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or

package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

EXHIBIT A

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

Registration Requirements

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

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

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

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

State Certified/Registered Contractors

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

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

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 at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability

benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

following coverage (any deviation shall be noted on the Certificates of Insurance):

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury and Property Damage

- (d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

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

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

E. Policies of Insurance

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

EXHIBIT B
PRICE PROPOSAL
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
Request for Proposals (RFP)
2025-31

ALL MEASUREMENTS ARE ESTIMATED FROM OUR GIS MAPPING SYSTEM

Item Number	Item Description	Item Quantity	Item Units	Unit Price	Item Price
1	INSPECT SANITARY SEWER LATERALS	674	EA	\$	\$
2	INSPECT 6-INCH SANITARY SEWER	2,217	LF	\$	\$
3	INSPECT 8-INCH SANITARY SEWER	68,899	LF	\$	\$
4	INSPECT 10-INCH SANITARY SEWER	4,733	LF	\$	\$
5	INSPECT 12-INCH SANITARY SEWER	2,211	LF	\$	\$
6	INSPECT 15-INCH SANITARY SEWER	4,586	LF	\$	\$
7	INSPECT 18-INCH SANITARY SEWER	40	LF	\$	\$
8	HEAVY CLEANING ANY SIZE SANITARY SEWER	4,134	LF	\$	\$
9	SMOKE TESTING	82,686	LF	\$	\$
10	MOBILIZATION/ DEMOBILIZATION	1	LS	\$	\$
11	INSPECT LEVEL 1 MANHOLE ASSESSMENT	359	EA	\$	\$

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

PRICE ITEMS

Item No. 1 Inspect Sanitary Sewer Laterals

Measurement: The quantity for payment shall be Each Unit for inspecting sanitary sewer laterals.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress,

inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 2 Inspect 6-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 3 Inspect 8-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 4 Inspect 10-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 5 Inspect 12-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 6 Inspect 15-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 7 Inspect 18-Inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Item No. 8 Heavy Cleaning Any Size Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe. This item requires written approval from the City's representative prior to commencement of this work.

Item No. 9 Smoke Testing

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: notification to homeowners, deployment of smoke generator, documentation of defects or cross-connections, and Maintenance of Traffic.

Item No. 10 Mobilization/Demobilization

Definition. Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations.

The cost of bonds, required insurance, permits and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Demobilization shall be the work of removing temporary facilities from the site.

Payment. Partial payments for this item will be made in accordance with the following schedule:

<u>Percent of Original Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
Contract Approval	25
10	50
25	75
50	100

These payments will be subject to the standard retainage provided in the agreement. Payment of the retainage will be made after successful completion of the work and demobilization.

Item No. 11 Inspect Level 1 Manhole Assessment

Measurement: The quantity for payment shall be Each Unit for inspecting manhole structures.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the manhole details including; location, material, cover size, barrel size, ID / depth, condition of entire structure, indications of surcharge, and any inflow and infiltration issues, and Maintenance of Traffic.

City of Ormond Beach
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
Request for Proposals (RFP)
2025-31

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

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

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

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

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby

(Original signature required in each document)

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
INFLOW & INFILTRATION SURVEY SANITARY SEWER SYSTEM
Request for Proposals (RFP)
2025-31
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

Authorized Signature

Print Name

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

**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:
Printed Name/Seal of Notary, Commission and Expiration Date:

(seal)

My commission expires: _____

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HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

[illegible]

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non- governmental entity which does
(Title) (Business Name)
business in the State of Florida, hereinafter called the “Entity.”
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20____

Signed: _____
 Print Name: _____
 Title: _____

SUBSCRIBED AND SWORN before me by means of ☐ physical presence or ☐ online notarization on the ____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Notary Public, State of Florida

Printed name, commission and expiration of commission term

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

SEWER LINE AND MANHOLE CLEANING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated sewer lines and manholes prior to internal inspection by closed circuit television, testing and chemical grouting operations.

1.02 RELATED WORK

- A. Television Inspection of Sewers is included in Section [02764].
- B. Sewer Flow Control is included in Section [02740].

NOTE: The following Paragraphs are not normally required for this Section. They are to be used at the discretion of the specifier.

PART 2 PRODUCTS

2.01 EQUIPMENT

A. Hydraulic Sewer Cleaning Equipment

- 1. The equipment used shall be of a movable dam type and be constructed so that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be the same diameter as the pipe being cleaned and shall provide flexible scraper around the outer periphery to ensure total removal of grease. If sewer cleaning balls or other such equipment which cannot be collapsed instantly are used, special precautions against flooding of the sewers and public or private property shall be taken.

B. High Velocity Jet (Hydro cleaning) Equipment

- 1. All high velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a long-distance solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel. All controls shall be located so the equipment can be operated above ground.

C. Mechanical Cleaning Equipment

- 1. Bucket machines shall be in pairs and with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive which could cause damage to the pipe shall not be acceptable.
- 2. Power rodding machines shall be either sectional or continuous type capable of holding a minimum of 750-ft of rod. The rod shall be specifically treated steel. To ensure safe

operation, the machine shall have a fully enclosed body and an automatic safety release clutch or relief valve.

PART 3 EXECUTION

3.01 GENERAL

- A. Sewer line walls shall be cleaned adequately to provide for a camera used in internal inspection to discern structural defects, misalignment and infiltration/inflow sources. Cleaning shall be performed immediately prior to internal inspection to preclude the buildup of debris from infiltration/inflow sources and discharges from upstream pipeline sections.

3.02 PREPARATION

- A. Selection of cleaning equipment shall be based on the conditions of the manhole and sewer lines at the time the work commences.
 - 1. Light cleaning (small amounts of debris existing within the sewer line): Use balls, scooters, high pressure water jetting (maximum of three passes) equipment, brushes and swabs.
 - 2. Heavy cleaning (large deposits of debris or heavy root growth existing within the sewer line): Use bucket machines, scrapers and augers. Cleaning which requires more than three passes with hydraulic cleaning equipment to achieve acceptable results shall be considered heavy cleaning.
- B. Written authorization shall be requested and obtained prior to conducting any heavy cleaning. Authorization shall be required for each individual sewer reach. Heavy cleaning without prior authorization will not be paid for.

3.03 PERFORMANCE

- A. Each designated sewer manhole section shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. The equipment selected for cleaning shall be capable of removing dirt, grease, rocks, sand and other deleterious materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If successful cleaning cannot be performed from the second manhole, or the equipment fails to traverse the entire length between manholes, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned. Blockages, if any, shall be reported to the Engineer immediately.
- B. During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of sewage in the sewer lines shall be used to provide necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed so as to prevent its use in case of a fire in the area served by the hydrant, nor shall a hydrant be used for the purpose described unless a vacuum break is provided.

- C. Roots shall be removed in the designated sections where root intrusion is a problem. Special precautions should be exercised during the cleaning operation to assure virtually complete removal of visible roots from the joint area. Procedures may include the use of mechanical devices such as rodding machines, expanding root cutters, and porcupines; hydraulic procedures such as high-pressure jet cleaners; or chemical root treatment.
- D. All sludge, dirt, sand, rocks, grease and other solid or semi-solid residue, debris, and material resulting from cleaning operations shall be removed at the downstream manhole of the section of sewer being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage to pumping equipment shall not be permitted.
- E. All debris, residue and other materials resulting from cleaning operations shall be removed from the site no less often than at the end of each workday and shall be disposed of in an approved manner. Under no circumstances will the accumulation of debris, residue, etc, on the site beyond the stated time be permitted, unless prior written authorization is given for storage in totally enclosed containers.

3.03 FIELD TESTING

- A. Acceptance of sewer line cleaning shall be contingent on satisfactory completion of the television inspection. If television inspection shows the cleaning to be unsatisfactory, the sewer line shall be recleaned and inspected until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, a double squeegee (with each squeegee the same diameter as the sewer) shall be pulled cleanly through each section between manholes as evidence of satisfactory cleaning.
- B. If internal sealing is to follow the television inspection, particular attention shall be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved.

END OF SECTION

BYPASS PUMPING

PART 1- GENERAL

1.01 DESCRIPTION OF WORK

The work covered by this section consists of providing all labor, equipment, material and supplies and performing all operations required to bypass pump sewage around a manhole, sewer section, force main or pump station in which work is to be performed. The Contractor shall be prepared to bypass pump sewage as part of his operations. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration shall be considered incidental to the work and no additional compensation will be allowed.

1.02 SUBMITTALS

The Contractor shall submit a written plan describing his means and methods for flow control and bypass pumping to the Engineer for review.

PART 2- PRODUCTS

(NOT USED)

PART 3- EXECUTION

3.01 PUMPING AND BYPASSING

When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduits and other equipment to divert the flow around area in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The Contractor will be responsible for furnish the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, the engine shall be equipped in a manner to keep noise to a minimum.

END OF SECTION

TELEVISION INSPECTION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Each designated section shall be visually inspected by means of a closed-circuit television. The inspection will be done one section at a time and the section being inspected will be suitably isolated from the remainder of the sewer line as required.
- B. Video recordings shall be made of the television inspections and both copies of the recordings and printed inspection logs shall be supplied to the Owner.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100 percent humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500-line resolution video picture. Picture quality and definition shall be to the satisfaction of the Engineer. The Lighting System shall minimize reflective glare.

PART 3 EXECUTION

3.01 PERFORMANCE

- A. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the sewer's condition but in no case will the television camera be pulled at a speed greater than 30 fpm. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation the television camera will not pass through the entire manhole section, the Contractor shall re-set up his/her equipment in a manner so that the inspection can be performed from the opposite manhole
- B. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure that good communications exist between members of the crew.
- C. The accuracy of the measurements cannot be stressed too strongly. Measurement for location of defects shall be above ground by means of a meter device. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters will be accurate to two tenths of a foot over the length of the section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape or another suitable device.
- D. Documentation of the television results shall be as follows:
 - 1. Television Inspection Logs

- a. Printed location records shall be kept by the Contractor and will clearly show the location, in relation to adjacent manholes, of each source of infiltration discovered. In addition, other data of significance including the locations of building and house service connections, along with an estimation of infiltration from such services, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale and corrosion and other discernible features will be recorded and a copy of such records will be supplied to both the Owner and the Engineer.
2. Video recordings of the data on the television monitor shall be made by the Contractor copies of which shall be furnished in a DVD or other electronic or media format approved by the Owner.

END OF SECTION

GRAVITY SEWER SYSTEM SMOKE TESTING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and smoke test those sewers designated and submit all corresponding field data forms identifying potential sources of inflow discovered as a result of smoke testing.
- B. Undertake a physical survey concurrent with smoke testing for the purpose of identifying sources of infiltration/inflow.

1.02 SUBMITTALS

- A. Submit, in accordance with Section 01300, the following:
 - 1. Schedule of smoke testing work to include the date, time, and location of all smoke testing prior to commencing. Contractor shall notify the City Project Manager and each affected Homeowner within 24-48 hours of commencing work.
 - 2. MSDS data sheets on the smoke candles and the blower to be used on the project.
 - 3. Proposed field data gathering and observation forms prior to the start of the work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The "Smoke Candles" used in smoke testing shall be acceptable for both indoor and outdoor use, shall be non-contaminating and shall leave no residue to stain clothing or the interior of buildings.

2.02 EQUIPMENT

- A. The air blower used to force smoke the into sewer pipe shall have a minimum capacity rating of 1500 cfm and a maximum capacity rating not to exceed 3750 cfm.
- B. A metal basket shall be used to hold and retrieve the smoke candles.

PART 3 EXECUTION

3.01 TESTING

- A. Sewer sections shall be smoke tested by setting the blower at the up-stream manhole and blowing the smoke to the down-stream manhole.
- B. Isolate the sewer line section to be tested by installing sewer plugs to shut off the flow completely in the sewer system up-stream of the sewer section to be tested.

- C. Install an inflatable sewer plug in the down-stream sewer section and inflate the down-stream sewer plug after a heavy concentration of smoke arrives.
- D. Testing Locations
 - 1. Residential Areas
 - a. Up to three reaches not exceeding a total of 500 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 1500 cfm. Up to five reaches not exceeding a total of 1200 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 3750 cfm.
 - 2. Industrial-Apartment Complex Areas
 - a. Up to two reaches not exceeding a total of 400 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 1500 cfm. Up to three reaches not exceeding a total of 900 linear feet of sewer line may be tested at one time based on the use of a blower with a maximum capacity rating of 3750 cfm.
- E. Candles
 - 1. In Residential Areas a minimum of one 3-minute smoke candle shall be simultaneously used for each reach of sewer in the sewer section tested.
 - 2. In Industrial-Apartment Complex Areas a minimum of two 3-minute smoke candles shall be simultaneously used for the first reach of sewer, increased by one 3-minute smoke candle for each additional reach of sewer in the sewer section tested.
- F. The metal basket used to hold and retrieve smoke candles shall be placed as close as possible to the sewer pipe invert during testing.
- G. Testing shall not be done during rainy weather and testing shall be closely monitored on windy days. If smoke coming out of the ground is blown away so quickly as to escape accurate detection, testing will cease until such time that conditions permit.
- H. Be solely responsible for the operations and for preventing sewer backups into area homes and causing sewage overflow.
- I. Adequately notify Residents/Occupants, City Project Manager, and any other person affected by smoke testing as to date, time, and location of the smoke testing. The City of Ormond Beach will be responsible for notifying the Fire Department of date, time, and location of testing.
- J. Be solely responsible for the safety of their crews.

- K. The Engineer or his/her project representative reserves the right to observe field crews and evaluate effectiveness of identifying returns.

3.02 RECORDING OF FIELD OBSERVATIONS

- A. Document observations regarding each leak identified on a smoke sketch log. The smoke sketch shall include manhole numbers, direction of sewer flow, direction of smoke, manhole condition, sewer length, date, mini-system number, test number per date, crew, weather condition, wind condition, smoke intensity, infiltration probability function, address and other comments.
- B. Photograph smoke escaping, at the source, in the foreground with the reference structure in the background. Include photographs with the field data gathering and observation form.
- C. The address or house number shall be recorded under the sketch. A description of the leak, possible cause and recommended suggested rehabilitation method shall be recorded on the field data gathering and observation form.
- D. The sketch shall provide a north arrow orientation. A sketch of the building and/or structure shall be drawn. A minimum of two tie measurements from permanent reference points to the smoke leak shall be shown.
- E. Document as part of the physical survey any aspect defect contributing to infiltration/inflow for the Owner to undertake further evaluation. The physical survey shall identify such suspects I/I sources as:
 - 1. Leaking manhole bottoms
 - 2. Leaking manhole riser
 - 3. Manhole ponding area
 - 4. Manhole frame not attached to manhole structure
 - 5. Exposed brickwork not grouted
 - 6. Leaking pipes at manhole

END OF SECTION

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated

deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible

features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

(Not Applicable)

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum
2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments

3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

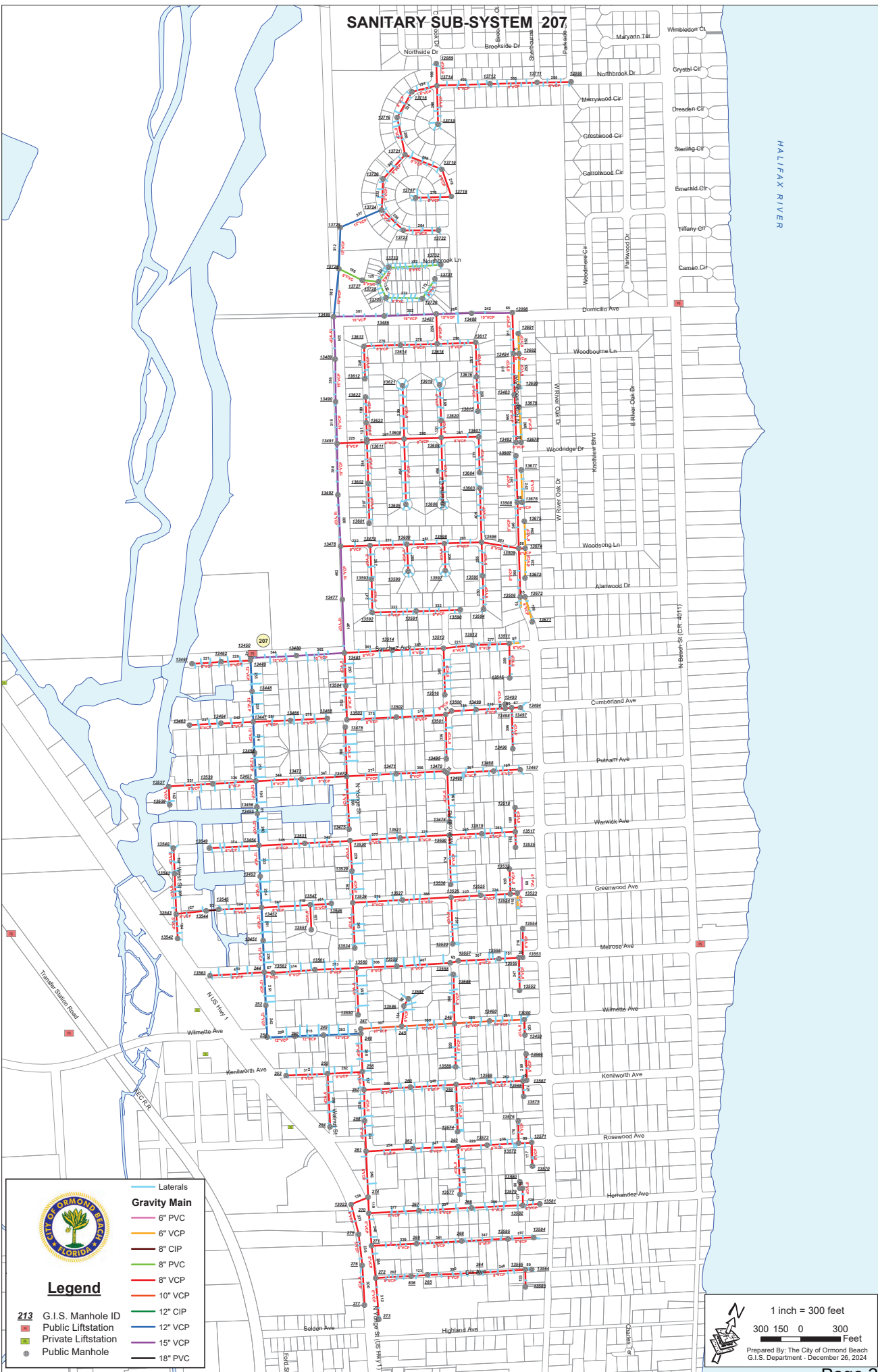
(Not Applicable)

END OF SECTION

SANITARY SUB-SYSTEM 201



SANITARY SUB-SYSTEM 207





RFP Evaluation Summary

Project: SANITARY SEWER INFLOW & INFILTRATION SURVEY

Recommendation(s) of Award highlighted

RFP Number: 2025-31

Date & Time:

The RFP's were scored on the following criteria:

Qualifications & Experience 30 Points Max

Data Analysis & Reporting Methods 20 Points Max

Project Management Skills 10 Points Max

Equipment & Capabilities 15 Points Max

Pricing 15 Points Max

Location 10 Points Max

Summary																													
	Qualifications & Experience 30 Points Max				Data Analysis & Reporting Methods 20 Points Max				Project Management Skills 10 Points Max				Equipment & Capabilities 15 Points Max				Pricing 15 Points Max				Location 10 Points Max Ormond Beach - 10 pts Within 100 miles - 5 pts Over 100 miles - 3 pts				Totals				Rank
Firm	B.P.	T.N.	D.C.	Total	B.P.	T.N.	D.C.	Total	B.P.	T.N.	D.C.	Total	B.P.	T.N.	D.C.	Total	B.P.	T.N.	D.C.	Total	B.P.	T.N.	D.C.	Total	B.P. Totals	T.N. Totals	D. C. Totals	Total Score	Rank
Atlantic Pipe Services LLC	25	28	28	81	18	17	18	53	8	7	8	23	14	13	14	41	13	13	14	40	5	5	5	15	83	83	87	253	1
GCU	27	28	28	83	15	17	16	48	5	6	8	19	10	13	14	37	10	10	10	30	3	5	3	11	70	79	79	228	3
Hydro-Klean	23	26	20	69	14	16	15	45	7	5	8	20	13	12	8	33	14	14	10	38	3	3	3	9	74	76	64	214	4
McKim and Creed	27	28	28	83	18	18	18	54	9	9	8	26	11	12	8	31	11	8	12	31	5	5	5	15	81	80	79	240	2
National Water Main Cleaning Company	20	28	10	58	12	16	10	38	7	6	3	16	8	12	10	30	12	12	5	29	3	3	3	9	62	77	41	180	5

Rob Hart
Purchasing Coordinator

Bob Preis
Utilities Manager

Trevor Neal
Utilites Project Manager

Doug Chisholm
System Maintenance Supervisor



City of Ormond Beach

AGENDA ITEM

May 6, 2025 - City Commission

Number: 7.F

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 - CDBG Central Park Trail		
Summary:	This disposition item provides public notice of the City's intent to advertise for competitive bidding for Bid Number 2025-48, the Community Development Block Grant (CDBG) Central Park Trail project. Located at the Ormond Beach Environmental Discovery Center (EDC) at 601 Division Avenue in Ormond Beach, this project provides for a trail extension that consists of a 270 lineal feet of 8' foot-wide ADA concrete trail beginning at the EDC and traveling easterly from the EDC. At the east end of this concrete trail the sidewalk will then connect to an 8' foot-wide ADA wood boardwalk system (820 lineal feet). This boardwalk will travel through a wooded area. The use of the wooden boardwalk will allow for minimal disturbance to this natural area, providing a new experience for visitors to the EDC. The boardwalk will terminate at the Division Avenue sidewalk, lining up with the existing striped crosswalk connecting this trail to and existing trails to the south. New concrete ADA curb transition will be installed per the plans for the crossing of the trail at Division Avenue. On January 7, 2025, the City Commission approved Resolution 2025-21 which provided for the execution of a Sub-recipient Agreement amendment with Volusia County for CDBG FY 2024-25; this amendment to the agreement included the Central Park Trail Project, allocating \$343,259 for this use determined to be a Department of Housing and Urban Development (HUD) approved eligible activity.		
Financial Impact:	Funding for this project will be derived from the FY 2024-25 Community Development Block Grant. Volusia County will reimburse the city \$343,259 (83.7%) of the estimated \$410,000 project cost. The remaining \$66,741(16.3%) would need be provided from the General		

	Fund Reserves. A budget amendment will be necessary should this item be approved.						
Citizen Impact:	The construction of this project will not have any impact on the residents and public while the project is being completed. Upon completion, it will provide safe and ADA walkability within Central Park.						
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise the CDBG Central Park Trail for competitive bidding unless otherwise directed.						
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302						
Attachments:	1. CDBG_Central_Park_Trail 2. CP TRAIL PROJECT MANUAL MASTER_04-08-25 3. CDBG CENTRAL PARK TRAIL_DRAWINGS_FINAL						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>4/17/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>4/23/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>4/24/2025</td> </tr> </table>	Kelly McGuire, Finance Director	4/17/2025	Claire Whitley/Shawn Finley, Assistant City Manager	4/23/2025	Joyce Shanahan, City Manager	4/24/2025
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CDBG CENTRAL PARK TRAIL

Prepared By: The City of Ormond Beach G.I.S. Department - 4/3/2025



1 inch = 200 feet

CDBG – Central Park Trail

Bid No. 2025-48



City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

CDBG Central Park Trail
Ormond Beach, Florida

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**CDBG Central Park Trail
Ormond Beach, Florida**

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **CDBG Central Park Trail, Bid No. 2025-48** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **June 10, 2025 at 2:00 p.m.**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The project is located at Ormond Beach Environmental Discovery Center at 601 Division Avenue in Ormond Beach. The proposed 8' foot wide concrete trail (270' lineal feet) will be on the north side of the existing retention pond and connect to the existing sidewalk near the Discovery Center. From the east end of the concrete trail an 8' foot wide wood boardwalk system (820 lineal feet) will snake through the woods and will connect to Division Avenue. This boardwalk will line up with the existing stripped crosswalk and existing southern boardwalk trail, see drawing sheet 2 of 4. A new concrete ADA curb transition will be installed per the plans. This project will be in strict accordance with the American Disabilities Act (ADA) requirements, and per the approved plans, specifications and Invitation to Bid.

All work done on the sidewalk improvements project must adhere to the **Heavy Wage Determination**, FL 20250137, see **CDBG Requirements** in the project manual. The work is shown on the Drawings and specified in the Project Manual.

The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 676-3223.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on **May 22, 2025 at 2:30 p.m.**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **June 3, 2025, at 5:00 p.m.**

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

END OF SECTION

SECTION 00100 INSTRUCTION TO BIDDERS

00101. Defined Terms

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

The OWNER for this project is:

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

The ENGINEER for this project is:

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

00102. Copies of Bidding Documents

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

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

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

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

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

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

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

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

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

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of

the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

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

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract

Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

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

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been prefiled with the ENGINEER. In this latter case, the bid shall state that the information has been prefiled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to

reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

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

00115. Bid Form

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

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

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

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street, Room 102
Ormond Beach, FL 32174

00117. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. 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: **CDBG –CENTRAL PARK TRAIL**

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2025-48

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

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

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

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

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

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

BID (Cont'd.)
CDBG –CENTRAL PARK TRAIL
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Total Estimated Price</u>
1.	Removal of vegetation, 11-foot width for Installation of the proposed wood boardwalk, site preparations for the installation of the 8-foot-wide concrete sidewalk & removal of existing concrete curb transition Includes Removal and Disposal	LS	\$_____
2.	Install 8-foot-wide ADA concrete sidewalk at 4" depth *Approximately 2,160 SF for Sidewalk* Includes – Layout, Excavation, Compacted Base, 4" - 3,000 PSI Concrete	LS	\$_____
3.	Install 8-foot-wide wood boardwalk Per Detail on sheet 4 of 4 *Approximately 820 LF* Includes – Layout, Materials, Installation	LS	\$_____
4.	Install on ADA concrete curb transition With ADA mat, see Drawing Sheet 2 of 4 Includes – Layout, Excavation, Compacted	LS	\$_____
5.	Install Bahia Sod & Includes Complete Restoration of all disturbed sod areas	LS	\$_____

TOTAL BASE BID	\$_____
	(Figures)

BID (Cont'd.)
CDBG –CENTRAL PARK TRAIL
ORMOND BEACH, FLORIDA

(Words)

*** Bidder is responsible to verify all takeoffs as this is a lump sum bid. Bid in accordance with the plans, scope and specifications.**

Scope of Work

The project is located at Ormond Beach Environmental Discovery Center at 601 Division Avenue in Ormond Beach. The proposed 8' foot wide concrete trail (270' lineal feet) will be on the north side of the existing retention pond and connect to the existing sidewalk near the Discovery Center. From the east end of the concrete trail an 8' foot wide wood boardwalk system (820 lineal feet) will snake through the woods and will connect to Division Avenue. This boardwalk will line up with the existing stripped crosswalk and existing southern boardwalk trail, see drawing sheet 2 of 4. A new concrete ADA curb transition will be installed per the plans. This project will be in strict accordance with the American Disabilities Act (ADA) requirements, and per the approved plans, specifications and Invitation to Bid. All excavated material must be removed from the project sites. The City will also be responsible to contract with a material testing company but the contractor responsibility to coordinate with them to do the testing. Contractor is responsible to layout/ stake all proposed improvements for City approval **prior** to construction. **Note: Proposed cross-slopes can't exceed 2%, and running slopes must be less than 5%. All new concrete will be flush with; or feathered into existing grade as to not create tripping hazards.**

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

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

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

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The 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 **Three Hundred Dollars (\$300.00)** for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension

BID (Cont'd.)
CDBG –CENTRAL PARK TRAIL
ORMOND BEACH, FLORIDA

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

(h) Human Trafficking Affidavit, Section 787.06, Florida Statutes

(i) **CDBG Requirements and Supplemental Conditions**

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

Mailing Address: _____

Street Address: _____

City, State, Zip Code: _____

Email: _____

Telephone No.: _____ Fax No.: _____

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

SUBMITTED on _____, 20__.

BID (Cont'd.)
CDBG –CENTRAL PARK TRAIL
ORMOND BEACH, FLORIDA

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
CDBG –CENTRAL PARK TRAIL
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
CDBG –CENTRAL PARK TRAIL
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

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

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

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
CDBG –CENTRAL PARK TRAIL
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
CDBG –CENTRAL PARK TRAIL
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
<u>Form Boards</u>	<u></u>
<u>Limerock Base (as needed)</u>	<u></u>
<u>3,000 PSI Concrete</u>	<u></u>
<u>ADA Mats (FDOT Approved)</u>	<u></u>
<u>Bahia Sod</u>	<u></u>
<u>Pressure Treated Lumber</u>	<u></u>
<u>Stainless Steel Hardware</u>	<u></u>
<u></u>	<u></u>

The City of Ormond Beach reserves the right to require any bidder to submit such evidence of qualifications as it may deem necessary and may consider evidence available concerning the financial and other qualifications and abilities of a Contractor. Failure to provide all required information may result in the proposal being **rejected** as nonresponsive. The minimum qualifications for this project are as follows:

1. The contractor must have a minimum five (5) years-experience installing projects of a similar scope in nature with verifiable references in the following areas:

Contractor References

Municipal Projects

Project Name / City and State

Contact Information

1.
2.

BID (Cont'd.)
CDBG –CENTRAL PARK TRAIL
ORMOND BEACH, FLORIDA

3. _____

Concrete Sidewalks and/or Parking

Project Name / City and State

Contact Information

1. _____

2. _____

3. _____

Projects Exceeding \$75K as Prime Contractor

Project Name / City and State

Contact Information

1. _____

2. _____

3. _____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

BID (Cont'd.)
CDBG –CENTRAL PARK TRAIL
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
CDBG –CENTRAL PARK TRAIL
ORMOND BEACH, FLORIDA
TRENCH SAFETY STANDARDS

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

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

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

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

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

Name (signature) Date

Name (typed or printed)

Title

BID (Cont'd.)
CDBG –CENTRAL PARK TRAIL
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Name (signature)

Date

Name (typed or printed)

Title

BID (Cont'd.)
CDBG –CENTRAL PARK TRAIL
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
CDBG –CENTRAL PARK TRAIL
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
CDBG –CENTRAL PARK TRAIL
ORMOND BEACH, FLORIDA

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:

Printed Name/Seal of Notary, Commission

(seal)

My commission expires: _____

This page must be completed & notarized.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

COUNTY OF _____

Title: _____

My commission expires: _____

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**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter called *Principal*) and

(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **CDBG Central Park Trail, Bid No. 2025-48** 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 _____, 2025.

Article 1. WORK

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

The project is located at Ormond Beach Environmental Discovery Center at 601 Division Avenue in Ormond Beach. The proposed 8' foot wide concrete trail (270' lineal feet) will be on the north side of the existing retention pond and connect to the existing sidewalk near the Discovery Center. From the east end of the concrete trail an 8' foot wide wood boardwalk system (820 lineal feet) will snake through the woods and will connect to Division Avenue. This boardwalk will line up with the existing stripped crosswalk and existing southern boardwalk trail, see drawing sheet 2 of 4. A new concrete ADA curb transition will be installed per the plans. This project will be in strict accordance with the American Disabilities Act (ADA) requirements, and per the approved plans, specifications and Invitation to Bid.

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

**CDBG Central Park Trail
Bid No. 2025-48**

Article 2. ENGINEER

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

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **90** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within **120** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize

the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Three Dollars (\$300.00)** for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the Lump Sum TOTAL BID of \$ _____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

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

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

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

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

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

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

Article 6. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

Article 7. CONTRACT DOCUMENTS

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

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

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

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

7.4 Notice of Award.

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

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

7.7 Specifications bearing the title:

CDBG Central Park Trail

and consisting of 3 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 4 sheets numbered 1 through 4 inclusive and bearing the following general title:

CDBG Central Park Trail

7.9 Addenda numbers ___ to ___, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 17, inclusive) marked exhibit _____ (Attach Bid Form only in special circumstances).

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

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

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

Article 8. MISCELLANEOUS

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

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

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

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

This Agreement will be effective on _____, 2025

OWNER City of Ormond Beach

CONTRACTOR _____

By _____

Jason Leslie
Mayor

By _____

(Title)

[CITY SEAL]

[SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Attest _____

(Title)

Address for giving notices:

City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

**CDBG Central Park Trail
Bid No. 2025-48**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

**CDBG Central Park Trail
Bid No. 2025-48**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

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 _____, 2025.

END OF SECTION

00670 - 1

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

- 1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or
- 2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees and property. The CONTRACTOR shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures as are reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONTRACTOR acknowledges that such work stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfilled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfilled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

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

Waiver of Right to Jury Trial:

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

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

- 16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

**(f) Professional Liability, Malpractice and/or Errors and Omissions
(N/A for construction contracts)**

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

D. Requirements for Certificates of Insurance

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

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

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

E. Policies of Insurance

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

END OF SECTION

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **CDBG Central Park Trail, Bid No. 2025-48.**

The project is located at Ormond Beach Environmental Discovery Center at 601 Division Avenue in Ormond Beach. The proposed 8' foot wide concrete trail (270' lineal feet) will be on the north side of the existing retention pond and connect to the existing sidewalk near the Discovery Center. From the east end of the concrete trail an 8' foot wide wood boardwalk system (820 lineal feet) will snake through the woods and will connect to Division Avenue. This boardwalk will line up with the existing stripped crosswalk and existing southern boardwalk trail, see drawing sheet 2 of 4. A new concrete ADA curb transition will be installed per the plans. This project will be in strict accordance with the American Disabilities Act (ADA) requirements, and per the approved plans, specifications and Invitation to Bid. All excavated material must be removed from the project sites. The City will also be responsible for contracting with a material testing company, but the contractor is responsible to coordinate with them to do the testing. The contractor is responsible for layout/ stake all proposed improvements for City approval **prior** to construction.

All work done on the sidewalk improvements project must adhere to the **Heavy Wage Determination**, FL 20250137, see **CDBG Requirements** in the project manual. The work is shown on the Drawings and specified in the Project Manual.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, lump sum price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
 - Copy of local business tax receipt (where your business is located)
 - Copy of State License (if applicable)
 - Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

None

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure: N/A

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

<u>Agency:</u>	<u>Contact phone number:</u>
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 258-4677
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin, and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025 MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such an estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of the area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not

specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of material).
- Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
- Dewatering and disposal of surplus water.
- Structural fill, backfill, and grading.
- Replacement of unpaved roadways, grass and shrubbery plots.
- Cleanup.
- Foundation and borrow materials, except as hereinafter specified.
- Testing and placing system in operation.
- Any material and equipment required to be installed and utilized for tests.
- Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- Maintaining or detouring of the traffic.
- Appurtenant work as required for a complete and operable system.
- Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
- Relocation and/or replacement of irrigation systems disturbed by construction.
- Relocation and/or replacement of mail boxes disturbed by construction.
- Furnishing adequate sanitary facilities for workers.
- Adjustment of valve boxes.
- Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS FOR CDBG Central Park Trail

Bid Item No. 1 Removal of Vegetation within a 11-foot Width & Site Preparations for proposed sidewalk & removal of existing curb transition

Payment for removing 11-foot-wide existing vegetation for the installation of the wood boardwalk, 8' foot wide concrete sidewalk site preparation & removal of existing curb transition per the drawing shall be made at the Contract lump sum price and shall be full compensation for all labor and equipment necessary to do the work. Payment shall be full compensation for removal and disposal as specified on the drawings and project manual.

Bid Item No. 2 Install 8-foot-wide ADA Compliant Sidewalk at 4" depth

Payment for constructing 8' ADA compliant sidewalk at 4" inch depth at 3,000 PSI shall be made at the Contract lump sum price in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for excavation, disposal, grading, compaction, form work, site restoration, concrete and finishing as specified on the drawings and project manual.

Bid Item No. 3 Install 8-foot-wide ADA Wood Boardwalk

Payment for constructing 8'foot wide wood boardwalk (820 L.F.) per construction detail shall be made at the Contract lump sum price in place and accepted, shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for installation, disposal, site restoration, and finishing as specified on the drawings and project manual.

Bid Item No. 4 Install ADA Concrete Curb Transition with Detectable Mat

Payment for constructing ADA compliant curbing transition 4" inch depth at 3,000 PSI shall be made at the Contract lump sum price in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for excavation, disposal, grading, compaction, form work, site restoration, concrete and finishing as specified on the drawings and project manual.

Bid Item No. 5 Install Complete Restoration & Bahia Sod

Payments for site restoration shall be made at the Contract lump sum price and shall be full compensation for all labor, material and equipment necessary to provide site restoration with replacing sod that has been damaged due sidewalk improvements. The site shall be free of debris.

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

01200-1

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

- Progress Schedules and Reports
- Product Data
- Shop Drawings
- Manufacturer's Data
- Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01400 QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01400-1

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary
- Storm Sewer or Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities “on-site” for use by workers. Transporting workers to the nearest “public” sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City Ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be procured from one of the City’s franchised construction and demolition debris providers. For a list of the City’s current Franchised Providers, please call Public Works at 386-676-3220.

It will be the Contractor’s responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the

ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01600 MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion. All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job

conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

- A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

- A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:
1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;
 2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or
 3. the material proposed for substitution is in every way equal to that of the listed

supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.
- B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.
- C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:
 - 1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.
 - 2. The proposed coating system shall use coatings of the same generic type.
 - 3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.
 - 4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.

5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements: (Not Applicable)

The CONTRACTOR shall provide the ENGINEER with an as-built survey as follows:

1. After completion of the construction, the as-built configuration (both horizontally and vertically) of all the facilities shall be determined and a complete set of as-built drawings prepared.
2. The survey drawing shall be prepared in AutoCAD (R12 or later version) format showing all the as-built improvements and elevations where proposed work is shown on the construction drawings. The CONTRACTOR shall submit three (3) sets of check prints to the ENGINEER for approval prior to the request for final inspection. After the check prints are approved, the CONTRACTOR shall submit one final set of reproducible mylars, four sets of certified prints and a copy of the AutoCAD drawings on diskette.

The as-built survey shall be performed and certified by a registered Florida Land Surveyor meeting the Florida minimum technical standards for surveys and the Surveyor shall provide to the ENGINEER a copy of the Surveyor's professional liability insurance coverage in the amount of one million dollars (\$1,000,000.00). The survey shall be certified to the OWNER.

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum
2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710 FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 02050 DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work includes, but is not limited to, demolition and removal of the top slabs for lift station valve vaults and wet wells, removal of concrete pavement, removal of pumps, piping, electrical controls, wiring and lighting within grassed and landscaped dedicated easements as shown on the drawings.

1.02 QUALITY ASSURANCE

A. Accomplish all demolition work so there is no injury to any persons and no damage to adjacent structures or property. All demolition methods shall be in full compliance with municipal, county, state, and federal ordinances. Demolition work shall comply with the requirements of the Occupational Safety and Health Administration (OSHA).

B. The Contractor shall comply with all municipal, county, state, and federal ordinances regarding the disposal of rubble, scrap metal, and refuse.

C. Demolition procedures shall provide for safe conduct of the work, protection of property which is to remain undisturbed, and coordination with other work in progress.

1.03 JOB CONDITIONS

A. General:

1. It shall be the responsibility of the Contractor to visit the site and inspect the nature and condition of the items to be removed and salvaged before submitting his bid.

B. Dust Control:

1. Control the amount of dust resulting from demolition to prevent the spread of dust to occupied portions of buildings and to avoid creation of a nuisance in the surrounding area. Do not use water when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

C. Protection of Existing Work:

1. Protect existing work. Work damaged by the Contractor shall be repaired to match existing work.

1.04 PERMITS AND NOTICES

A. Permits and Licenses: Contractor shall obtain all necessary permits and licenses for

performing the work and shall furnish a copy of same to the Engineer prior to commencing the work. The contractor shall comply with the requirements of the permits.

- B. Notices: Contractor shall issue written notices of planned demolition to Owner, Engineer and businesses or local residents located in the vicinity of the project site. Notices shall be received at least 48 hours in advance of the planned demolition activity.
- C. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, sewer, water, electrical or telephone to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition.

1.05 TRAFFIC AND ACCESS

- A. Conduct demolition and modification operation, and removal of piping and debris to ensure minimum interference with roads, streets and sidewalks both onsite and off site and to ensure minimum interference with occupied or used facilities.
- B. Contractor shall at all times maintain safe and convenient access to the existing site.
- C. Do not close or obstruct streets or walks without permission from the Owner and Engineer. Provide alternate traffic routes around closed or obstructed access ways.

1.06 UTILITIES

- A. Existing utilities to remain in service and protected against damage during demolition operations. This may include the installation/construction of bypass piping where necessary.
- B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the Owner and Engineer. Provide temporary services during interruption to existing utilities as required by the Owner.
- C. The Contractor shall cooperate with the Owner to shut off utilities serving the existing facilities as required by demolition operations. If service must be cut off to existing customers, the Owner must have at least three (3) days notice to make necessary preparations.
- D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under this jurisdiction of utility companies.

1.07 POLLUTION CONTROL

- A. For pollution control, use water sprinkling, temporary enclosures and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions or work. Comply with the governing regulations.

- B. Clean structures and improvements of all dust, dirt and debris caused by demolition operations as directed by the Engineer. Return areas to conditions existing prior to the start of work.

1.08 QUALITY CONTROL

- A. Protect all existing materials and equipment to be salvaged or reused from damage.
- B. Cap or plug all lines to be abandoned.
- C. Leave all exposed ends of all pipe covered and safe.

PART 2 - PRODUCTS

NONE

PART 3 - EXECUTION

3.01 DISPOSAL

- A. Equipment, piping, and materials which are designated to remain the property of the Owner shall be moved to a location designated by the Owner.
- B. All removed materials not specifically designated to remain the property of the Owner shall become the property of the Contractor and shall be removed from the site and disposed of in a lawful manner.
- C. Do not allow debris and rubbish to accumulate on the site. Remove debris and rubbish from the site.

3.02 CLEAN-UP

- A. Clean-up in areas where other work is to be done following demolition shall be as specified in the applicable Sections.
- B. Clean-up the job site in areas where no other work is to be done under this Contract following demolition. Remove all debris and rubbish, temporary facilities, and equipment. Level surface irregularities to eliminate depressions. Leave the work in a neat and presentable condition.

END OF SECTION

SECTION 02100 CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work consists of clearing and grubbing, within the limits of construction shown on the drawings. Included is the removal and disposal of all trees, stumps, roots and other such protruding objects necessary to prepare the area for the proposed construction.

1.02 PROTECTION OF PROPERTY REMAINING IN PLACE

A. Property obstructions which are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, and similar items are to be carefully protected from injury and are not to be displaced. Restore damaged improvements to their original condition, as acceptable to parties having jurisdiction.

B. Protection of Existing Trees and Vegetation:

1. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip lines, excess foot or vehicular traffic, or parking of vehicles within drip line.

2. When ground is to be excavated under the drip line of any existing protected tree (as defined in the City of Ormond Beach Land Development Code), roots shall be pruned at the juncture of the grade excavation to reduce tree root shock and dieback. The depth of the pruning shall be equal to the depth of the excavation. The location of root pruning shall be marked with two (2)-inch by four (4)-inch fencing. The City of Ormond Beach Arborist shall supervise all root pruning activities.

3. Provide temporary tree barricades 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. (N/A)

5. Provide protection for roots over 1/2-inch diameter cut during construction operations. Coat the cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible. (N/A)

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. (N/A)

7. Replace trees which cannot be repaired and restored to full-growth status, as determined by the tree surgeon. (N/A)

C. Improvements on Adjoining Property: (N/A)

1. Authority for performing removal and alteration work on property adjoining the Owner's property will be obtained by the Owner prior to award of Contract.

D. Salvageable Improvements:

1. Carefully remove items indicated to be salvaged, and store on the Owner's premises where indicated, unless otherwise directed.

1.03 OWNERSHIP OF MATERIALS

A. Except as may be otherwise called for on the drawings or elsewhere in the specifications, all materials removed by the Contractor shall become the property of the Contractor and shall be disposed of in a lawful manner.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 STANDARD CLEARING AND GRUBBING

A. Standard clearing and grubbing shall consist of the complete removal and disposal of all timber, brush, stumps, roots, rubbish and debris and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and of all other obstructions necessary to be removed and for which the removal is not specified to be done under other items of the contract, including pipes and demolition.

B. Unless otherwise shown on the drawings, standard clearing and grubbing shall be done within the following areas:

1. All areas where retention areas will be modified or constructed.

2. Any other areas specifically called for on the drawings to have standard clearing and grubbing.

C. In all areas where excavation is to be done, roots and other debris shall be removed to a depth of at least one-foot below the finished ground surface. The surface shall then be plowed to a depth of at least 6-inches and all roots thereby exposed shall be removed to a depth of at least one-foot. All stumps within the area of standard clearing and grubbing shall be completely removed and disposed of by the Contractor.

D. Where excavation is done within the standard clearing and grubbing area and where excavation for structures is done, all roots and similar items, protruding through or appearing on the surface of the completed excavation shall be removed to a depth of at least one-foot below the excavation surface.

E. Within all other areas where standard clearing and grubbing is to be done, roots and other debris, projecting through or appearing on the surface of the original ground, shall be removed to a depth of one-foot below the surface, but no plowing and harrowing will be required in these areas.

F. As an exception to the above provisions where so directed by the Engineer, desirable trees within the clearing and grubbing area shall be trimmed, protected and left standing.

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. (N/A)

3.02 DISPOSAL OF MATERIALS

A. General Disposal:

1. Timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing shall be disposed of by the Contractor in locations and by methods approved by the Engineer.

2. In some instances, materials may be disposed of on the Owner's property at a location and by a method approved by the Engineer, but only with advance written permission of the Owner.

B. Burning Debris: (Not Allowed)

1. In some instances, burning may be permitted on the Owner's property at a location and by a method approved by the Engineer, but only with advance written permission of the Owner.

2. Where burning of such material is permitted all such burning shall be subject to applicable laws, ordinances and regulations and shall be done at locations where trees and shrubs adjacent to the cleared area will not be harmed.

3. Where burning is prohibited by law, ordinance, or regulation, the Contractor shall dispose of the materials within areas provided by him and approved by the Engineer.

C. Disposal in areas Adjacent to Project: (N/A)

1. Materials may be disposed of on private property, provided the Engineer is furnished with a written statement from the owner of the property giving permission for the disposal of the materials on his property. All disposal areas for materials resulting from clearing and grubbing, both on private property and on property owned by the Contractor, shall be in areas out of sight of the project and at least 300 feet from the nearest right-of-way line of the project, unless such materials are buried, in which case the requirement that the areas be 300 feet distant will be waived.

END OF SECTION

SECTION 02200 EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of earthwork is shown on the drawings.

B. Related Work Specified Elsewhere:

Section 02222 - Trenching, Backfilling and Compacting.

1.02 QUALITY ASSURANCE

A. Codes and Standards:

1. Perform earthwork in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service:

1. The Owner will engage a testing and inspection service, to include testing soil materials proposed for use in the work and field facilities for quality control testing during earthwork operations.

2. Soil survey for satisfactory soil materials and samples of soil materials shall be furnished to the testing service by the Contractor.

3. All test reports must be signed by a licensed engineer.

1.03 JOB CONDITIONS

A. Existing Utilities:

1. Locate existing underground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.

2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the Owner and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Engineer and then only after acceptable

temporary utility services have been provided.

4. Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.

B. Use of Explosives:

1. The use of explosives is not permitted.

C. Temporary Protection:

1. Barricade open excavations made as a part of earthwork operations and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

A. Backfill and Fill Materials:

1. Soil materials for use as backfill and fill shall be free of rock or gravel larger than 2-inches in any dimension, debris, waste, vegetable, and other deleterious matter.

2. Use excavated or borrows material that has been sampled, tested and certified as satisfactory soil material.

B. Subbase Material:

1. Properly graded mixture of natural and crushed gravel, crushed stone, crushed slag, natural or processed sand that will readily compact to the required density.

2. Use material complying with AASHTO M147, Grade A, unless otherwise indicated or acceptable to the Engineer.

PART 3 - EXECUTION

3.01 INSPECTION

A. Examine the areas and conditions under which earthwork is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 EXCAVATION

A. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

1. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Excavation Classifications:

1. The following classifications of excavation will be made when unanticipated rock excavation is encountered in the work. Do not perform such work until material to be excavated has been cross-sectioned and classified by the Engineer. Such excavation will be paid for under the appropriate bid item in the Bid Proposal.

a. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.

b. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling and blasting, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation. Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.

c. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of the material encountered will be classified as earth excavation.

C. Rock shall be removed to the following limits:

1. Two feet outside of concrete work for which forms are required, except footings. One foot outside the perimeters of footings.

2. In pipe trenches, a minimum of 4-inches below invert elevation of pipe and 2-feet wider than the inside diameter of pipe, but not less than 3-foot minimum trench width.

3. Neat outside dimensions of concrete work where no forms are required.

4. Under slabs on grade, 6-inches below bottoms of concrete slab.

D. Unauthorized excavation consists of removal of materials beyond indicated elevations without the specific direction of the Engineer. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

E. Additional Excavation:

1. When excavation has reached required subgrade elevations, notify the Engineer who will make an inspection of conditions.

2. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer.

3. Removal of unsuitable material and its replacement as directed will be paid for under the appropriate bid item in the Bid Proposal.

F. Dewatering:

1. Prevent surface water and subsurface or groundwater from flowing into excavations, and flooding the project site and surrounding area.

2. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.

3. Convey water removed from excavations and rainwater to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.

4. Contractor shall be required to obtain any demolition permits as may be required due to dewatering volume requirements set by local and state agencies.

G. Material Storage:

1. Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage.

2. Dispose of excess unsatisfactory soil material, trash and debris, as specified.

3.03 BACKFILL AND FILL

A. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped

surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

2. When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

B. Placement and Compaction:

1. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches loose depth for material compacted by hand-operated equipment.

2. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material. Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

a. Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

3.04 COMPACTION

A. General:

1. Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.

2. Percentage of Maximum Density Requirement:

a. Lawn Areas: Compact each layer of backfill or fill material at 85% maximum density (optimum moisture).

b. Walkways: Compact top 6-inches of subgrade and each layer of backfill or fill material at 95% maximum density (optimum moisture).

B. Moisture Control:

1. Where the subgrade or layer of soil materials must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing, until the moisture content is reduced to a satisfactory value.

3.05 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon.

2. Secure representative samples of the fill material and determine the Standard Density and required moisture content to be maintained by the Moisture-Density Relation Test ASTM D-1557.

3. Make in-place soil density tests during compaction operations in accordance with ASTM D-1556.

4. If, in the opinion of the Engineer, based on reports of the testing service and inspection, the subgrade or fills which have been placed are below the specified density, additional compaction and testing will be required until satisfactory results are obtained.

a. The results of density tests of soil-in-place will be considered satisfactory if the average of any four consecutive density tests which may be selected are in each instance equal to or greater than the specified density, and if not more than one density test out of five has a value more than 2% below the required density.

3.06 MAINTENANCE

A. Reconditioning Compacted Areas:

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, re-shape, and compact to the required density prior to further construction.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal from Owner's Property:

1. Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it off the Owner's property in a lawful manner.

END OF SECTION

02200-6

SECTION 02210 SITE GRADING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Uniformly grade areas within the limits of site grading under this section, including adjacent transition areas. Smooth finished within specified tolerances, compact with uniform levels or slope between points where elevations are shown, or between such points and existing grades.
- B. The degree of finish required for general site grading will be that ordinarily obtainable from either blade-grader or scraper operations.
- C. Fine grading of finished areas around structures shall be graded smooth and hand raked to meet the elevations and contours shown on the drawings. Lumber, earth, clods, rocks and other undesirable materials shall be removed from the site.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.01 DITCHES (Not Applicable)

- A. Finish ditches and swales to ensure proper flow and drainage. Conduct final rolling operations to produce a hard, uniform and smooth cross-section.

3.02 LAWN OR UNPAVED AREAS

- A. Finish areas to receive topsoil to within not more than 0.10 feet above or below the required sub-grade elevations, compacted as specified, and free from irregular surface changes.

3.03 WALKS

- A. Shape the surface of areas under walks to line, grade and cross-section, with the finish surface not more than 0.00-feet above or 0.10-feet below the required sub-grade elevation, compacted as specified, and graded to prevent ponding of water after rains.

3.04 PROTECTION OF GRADED AREAS

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.

END OF SECTION

SECTION 02222
TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of trenching, backfilling and compacting is shown on the drawings.
- B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION

3.01 CLEARING OF THE SITE

- A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

- A. General:
 - 1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the ENGINEER. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the ENGINEER. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.
- B. Rock:
 - 1. Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the drawings, the ENGINEER shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the ENGINEER in writing.
 - a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.
 - b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.
 - c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the OWNER.
2. The ENGINEER shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The ENGINEER reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.
2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the CONTRACTOR's responsibility to provide, at no additional cost to the OWNER, such additional bedding or select backfill materials as the ENGINEER may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.
3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the CONTRACTOR will not be allowed extra compensation for additional excavation involved.
4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the ENGINEER shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be

provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the OWNER.

E. Structural: (For inlets, manholes, and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the ENGINEER may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the CONTRACTOR.

2. After excavation for a structure is completed, the CONTRACTOR shall notify the ENGINEER to that effect. No concrete or reinforcing steel shall be placed until the ENGINEER has approved the depth of the excavation and the character of the foundation material.

F. Sheet piling and Shoring:

1. The CONTRACTOR shall provide all trench and structural bracing, sheet piling or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheet piling shall be removed or cut off by the CONTRACTOR during backfilling operations as directed by the ENGINEER. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.03 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The CONTRACTOR will not be allowed to discharge water into the OWNER's storm drainage system without the written approval of the ENGINEER. Approval will be subject to the condition that the storm sewer be returned to its original condition.

B. The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The CONTRACTOR shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.04 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock or other material approved by the ENGINEER shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.
2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the ENGINEER and the density requirements are met.
3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the CONTRACTOR to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9-inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.05 RESTORATION OF SURFACE IMPROVEMENTS

- #### **A. Roadways, including shoulders, alleys and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in**

excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the ENGINEER. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.06 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.07 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the CONTRACTOR. The CONTRACTOR shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the OWNER.

3.08 TESTS

A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the OWNER and at such locations as may be recommended by the ENGINEER. The CONTRACTOR shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

SECTION 02801
RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.02 QUALITY ASSURANCE

Standards. Florida Grades and Standards for Nursery Plants, Part 1:

Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 SOD

Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod shall be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod shall have well matted roots.

The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.02 PLANTS

Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.

Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.

Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants shall conform to the sizes indicated by the Owner.

2.03 MULCH

Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.04 WATER

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

2.05 PLANTING MIXTURE

The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

Fertilizer shall be granular 8-8-8, or equivalent.

Commercial fertilizers shall comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.07 ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications shall be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.08 PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer. Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.

In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.

Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

The sod shall be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT REPLACEMENT

Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

Prior to replacing concrete or asphalt pavement replacement, a limerock base shall be laid. The base for concrete pavement shall be six (6) inches of compacted thickness, and that for asphalt pavement shall be twelve (12) inches of compacted thickness for City roadways. The base course for each shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer/Architect. Where asphalt or built-up asphalt pavement is replaced by concrete,

the concrete shall have a minimum of six (6) inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer/Architect. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal.

3.04 TESTS

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION

SECTION 02822
SODDING (RESTORATION & AS NOTED)

PART I - GENERAL

1.01 SCOPE OF WORK:

- A. Provide all labor, materials, equipment and incidentals required to prepare lawn bed and install sodding in accordance with the drawings and as specified.

1.02 WORK SPECIFIED ELSEWHERE (N/A):

- A. Section 02441 - Landscape Irrigation System
- B. Section 02800 - Landscape Planting

1.03 SUBMITTALS:

- A. Submit representative sod samples for approval by Landscape Architect.
- B. Submit certifications for sod supplier.

1.04 QUALITY ASSURANCE:

- A. Sod shall be grown by a certified Florida State Plant Board approved SOD FARM.

PART II - PRODUCTS

2.01 SOD:

- A. Sod shall be Paspalum notatum (Bahia), with compacted growth and good root development. Provide for areas as shown on plans.
- B. Sod shall be certified to meet Florida State Plant Board specifications, absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects and disease of any kind.
- C. Before being cut and lifted the sod shall have been mowed (3) times with final mowing not more than a week before cutting into uniform dimensions.

2.02 SOIL CONDITIONERS:

A. Fertilizer:

1. Fertilizer shall be complete fertilizer, the elements of which are derived from organic sources. Fertilizer shall be a standard product complying with State and Federal fertilizer laws.
2. Percentages of nitrogen, phosphorus and potash shall be based on laboratory tests on soils outlined in Paragraph 1.03(I) of Section 02800 -Landscaping Planting and approved by the Landscape Architect. For purpose of bidding, assume 8% nitrogen, 8% phosphorus and 8% potash by weight. At least 50% of the total nitrogen shall contain no less than 3% water-insoluble nitrogen.
3. Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Containers shall bear the manufacturer's guaranteed statement of analysis, or a manufacturers certificate of compliance covering analysis shall be furnished to the Landscape Architect. Store fertilizer in a waterproof place and in such a manner that it will be kept dry and its effectiveness will not be impaired.

- B. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than 20% available phosphoric acid.

PART III - EXECUTION

3.01 LAWN BED PREPARATION:

- A. Areas to be sodded shall be cleared of all rough grass, weeds, and debris and the ground brought to an even grade as approved.
- B. The soil shall then be thoroughly tilled to a minimum 8 inch depth.
- C. Superphosphate at a rate for bidding purposes of 5 pounds per 1000 square foot and complete fertilizer at a rate for bidding purposes of 16 pounds per 1000 square foot shall be evenly distributed over entire area and cross-disked in to a depth of 4-6 inches.
- D. The areas shall then be brought to proper grade, free of sticks, stones, or other foreign matter over 1-inch in diameter or dimension. The surface shall conform to

finish grade, less the thickness of sod, free of water retaining depressions, the soil friable and of uniformly firm texture.

3.02 SOD HANDLING AND INSTALLATION

- A. During delivery, prior to planting, and during the planting of the lawn areas, the sod panels shall at all times be protected from excessive drying and unnecessary exposure of the roots to the sun. All sod shall be stacked during construction and planting so as not to be damaged by sweating or excessive heat and moisture. No sod shall remain stacked for periods longer than five days of original field preparation. Any sod left stacked for longer than five days shall be rejected, removed from site and replaced by the Contractor at no additional expense to the Owner.
- B. After completion of soil conditioning as specified above, sod panels shall be laid tightly together so as to make a solid sodded lawn area. On mounds and other slopes the sod panels shall be staggered to prevent water channelization, with the short dimension of the sod laid perpendicular to the slope. Immediately following sod laying the lawn areas shall be rolled with a lawn roller customarily used for such purposes, and then thoroughly watered.
- C. Bring the sod edge in a neat, clean manner even with the edge of all paving and shrub areas. Top dressing with approved, clean, weed free, sand may be required at no additional cost to the Owner if deemed necessary by the Landscape Architect.

3.03 MAINTENANCE:

- A. The Contractor shall produce a dense, well established lawn. The Contractor shall be responsible for the repair and resodding of all eroded or bare spots until project acceptance. Repair sodding shall be accomplished as in the original work except that fertilizing may be omitted.
- B. Sufficient watering shall be done by the Contractor until final acceptance to maintain adequate moisture for optimum development of the lawn areas. Sodded areas shall receive no less than 1.5 inches of water per week or as directed by Landscape Architect.
- C. Mow sodded lawn area as soon as sod is rooted sufficiently to permit mowing. Mowing shall be the Contractor's responsibility until final acceptance is given. All mowing shall be done in accordance with standard horticulture practices.
- D. Do not permit new lawn areas to grow in excess of 4" high for bahia and 4" high for St. Augustine during maintenance period.

- E. After an established stand of grass has been accepted by the Owner or his representative, the Owner assumes all responsibility for maintenance; however, it is the contractor's responsibility to instruct the Owner in proper maintenance procedures.

3.04 REPAIRS TO LAWN AREAS DISTURBED BY CONTRACTOR OPERATIONS

- A. Lawn areas planted under this Contract and lawn areas outside the designated areas damaged by Contractor's operations shall be repaired at once by proper sod bed preparations, fertilizing and resodding, in accordance with these specifications.

3.05 ACCEPTANCE:

- A. For the purpose of establishing an "Acceptance" standard, the following criteria is to be used:
- B. Sod shall be healthy, well-rooted, even colored, viable, free of weeds, open joints and bare spots.

3.06 GUARANTEE AND REPLACEMENT:

- A. All sod shall be guaranteed for a period of three (3) months after the date of acceptance by the Owner. All sod areas shall be full, without bare spots, healthy, and even colored.

END OF SECTION

SECTION 03300 CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Work consists of the forming, mixing, placing and curing concrete for use in small structures, sidewalk, and curb replacement.

1.02 QUALITY ASSURANCE

A. Concrete may be standard design and product of commercial ready-mix or transit-mix supplier conforming to the following requirements:

<u>Class</u>	<u>Cement Content per cubic yard</u>	<u>Minimum 28-day Strength (lb. per sq. in.)</u>
Structural	6.25 bags or 600 pounds	4000
Non-Structural	5.75 bags or 560 pounds	3000

B. Job mixes of small quantities shall conform to the same requirements.

1.03 SUBMITTALS

A. Compressive strength tests, when required by the Engineer, shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the ASTM C31 and C39. Three specimen test cylinders shall be taken from each concrete pour of three cubic yards. One additional test cylinder shall be taken for quantities up to one truck load. Test specimens shall be taken in the presence of the Engineer. One cylinder from each pour shall be broken at seven days, the remainder at twenty-eight days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.

B. Slump test shall be made in accordance with ASTM C143, and shall be made whenever directed by the Engineer.

C. Responsibility for Tests and Reports:

1. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimens, and shall provide clean, moist sand or burlap for curing. Cylinders shall be shipped to the testing laboratory until the third day following preparation, and shall be protected from accidental damage at all times.

2. The test cylinders shall be tested in a recognized commercial testing laboratory.

1.04 DELIVERY AND STORAGE

A. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following:

Date and time leaving plant
Type of cement and weight
Quantity of water and time added
Additive (if any).

B. Bulk or bagged cement or bagged concrete mix shall be stored off the ground in a sheltered area.

PART 2 - PRODUCTS

2.01 CEMENT

A. Portland cement shall conform to the latest revision of Federal and/or ASTM Specifications enumerated below:

1. For general concrete construction, ASTM C150, Type I.
2. Type II (meeting ASTM C150) cement shall be used in all areas where the concrete will be subjected to a hydrogen sulfide environment (i.e., direct contact with groundwater).

2.02 AGGREGATES

A. Fine Aggregate:

1. Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand.
2. The fine aggregate shall be reasonably well graded from coarse to fine.

B. Coarse Aggregate:

1. Coarse aggregate shall be washed and consist of hard, tough, durable components, free from adherent coatings, salt, alkali, vegetable matter, and shall not contain an excessive number of soft, friable, thin or elongated particles. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of the desired strength, density, and workability.

2. Where the cover over reinforcing is two inches or more, the maximum size of aggregate shall be 1-1/2 inches. Where the cover over reinforcing is less than two inches, the maximum size of aggregate shall be 3/4-inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars.

2.03 BAGGED CONCRETE MIX

A. For very small amounts of concrete a premixed sand, gravel and cement in 40 lb. (1/3 cu. ft.) or 80 lb. (2/3 cu. ft.) bags may be used. The Engineer must give approval for its use.

2.04 ADMIXTURES

A. The design mix may be based upon the use of such admixtures as the designer may select to improve the workability, plasticity or rate of curing of the concrete.

2.05 MIXING WATER

A. The water used in mixing concrete shall be fresh, clean and free from injurious amounts of oil, acid, alkali, or organic matter.

B. Water from any source other than a municipal water supply shall be shown by test to comply with Florida State Department of Transportation requirements for mixing water.

2.06 STEEL BAR AND WIRE FABRIC REINFORCEMENT

A. The reinforcing shall be fabricated to the proper shapes and dimensions. Before placing, all reinforcements shall be thoroughly cleaned of rust, mill scale and/or coatings.

B. Reinforcing bars shall conform to the requirements of ASTM A615, Grade 60 including hoops and stirrups.

C. Reinforcing steel shall be detailed, fabricated and placed according to the methods and standards recommended in the "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of the American Concrete Institute.

D. Splices in reinforcing mats shall be staggered. Horizontal mats shall be supported on metal chairs with all sills or pads below subgrade. Spacers shall be provided for wall and column steel and shall be removed as the concrete is placed.

E. Wire fabric, unless otherwise shown or specified, shall be 6-inches by 6-inches by W1.4 x W1.4 woven or electrically welded wire fabric conforming to the requirements of ASTM A185.

PART 3 - EXECUTION

3.01 FORMS

A. Material:

1. Forms shall be of wood, metal, or other approved materials, shall be built true to line and grade, mortar-tight, adequately braced and supported, and sufficiently rigid to prevent

displacement or sagging. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate.

2. Form work shall be constructed conforming to ACI 347 Chapter 2. Joints of sectional forms shall be located in a modular manner with as few fillers as possible. Voids in plywood and joints between form modules used for concrete exposed to view or hydraulic action shall be filled with silicone sealant and shall be tool smooth. Profile items such reglets and anchors shall be securely fastened with flush mechanical fasteners.

3. Pours shall not be scheduled until all erection and bracing of form work has been completed.

3.02 CONCRETE PLACING

A. Concrete shall not be placed until forms and reinforcing have been inspected.

B. Concrete shall be placed with the aid of mechanical vibrating equipment supplemented by hand forking or spading. Vibration shall be transmitted directly to the concrete and not through the forms. The duration of vibration at any location in the forms shall be held to the minimum necessary to produce through consolidation.

C. Concrete shall be compacted and worked in an approved manner into all corners and angles of the forms and around reinforcement and embedded fixtures in such a manner as to prevent segregation of the coarse aggregate.

D. Before depositing new concrete on or against concrete which has set, the existing surfaces shall be cleaned of all laitance, foreign matter and loose particles, and slushed with a neat cement grout. Grout for horizontal construction joints shall be of cement and fine aggregate in the same proportions as in the concrete to be placed, and shall be from 1/2- to 1-inch thickness.

E. The concrete shall be placed by suitable equipment as nearly as possible to its final location and without any segregation of the aggregate. Free vertical drop shall not exceed three feet.

3.03 CONCRETE CURING

A. Water for curing shall be clear and entirely free from any elements which might cause staining or discoloration.

B. Concrete shall be kept wet by covering with water, water saturated covering, or by alternate methods which will keep all surfaces continuously wet, for a period of seven days.

C. Where wood forms are left in place during curing, they shall be kept wet at all times.

3.04 WEATHER PROTECTION

A. No concrete shall be mixed or placed when the air temperature in the shade and away

from artificial heat is as low as 40 degrees F., and falling. Concrete may be mixed and placed when the air temperature in the shade and away from artificial heat is 35 degrees Fahrenheit, and rising.

B. Fresh concrete shall be protected from rain, flowing water and mechanical injury.

3.05 CONCRETE FINISHING

A. Slabs, Walks and Pavements shall be brought to a true and even finish by power or hand-floating. The surface shall be floated to a true, smooth finish. Troweling shall be the minimum to obtain a smooth, dense surface and shall not be done until the mortar has hardened sufficiently to prevent excess fine material from being worked to the surface. All walk and pavement surfaces, shall, immediately after troweling, be lightly broomed. The brooming shall be sufficient to mark the surface without appreciably disturbing the troweled finish.

END OF SECTION

SECTION 06100 ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Rough Carpentry for:
 - a. Miscellaneous lumber for attachment and support of other work.
 - b. Wood furring.
 - c. Construction panels for miscellaneous uses.
 - 2. Preservative treatment.
- B. Treated Wood: Treating plant's instructions for use, including storage, cutting, and finishing.
 - 1. Pressure preservative treatment: Treating plant's certification of compliance with specified standards and stating process employed and preservative retention values.
 - a. Treatment for above-ground use: Certification of kiln drying after treatment.

PART 2 - PRODUCTS

2.01 DIMENSION LUMBER

- A. Size: Provide nominal sizes indicated, complying with NBS PS 20 except where actual sizes are specifically required.
- B. Miscellaneous Lumber: Provide dimension lumber and boards necessary for the support of work specified in other sections, whether or not specifically indicated, and including but not limited to blocking, nailers, etc.
 - 1. Moisture content: 19% maximum (S-dry).
 - 2. Lumber: S4S, No. 1 or construction grade.
 - 3. Boards: Construction, 2 common, or No. 2 grade.

2.02 CONSTRUCTION PANELS

- A. Construction Panels/Plywood: Miscellaneous uses.
 - 1. Exposed Plywood: A-D interior.

2.03 MISCELLANEOUS MATERIALS

- A. Fasteners: Provide as required by applicable codes and as otherwise indicated.
 - 1. Provide fasteners with a hot-dip zinc coating (ADTM A 153) for treated lumber and where wood is in ground contact, subjected to high relative humidity, or exposed to weather.

2.04 WOOD TREATMENT BY PRESSURE PROCESS

A. Aboveground Lumber: AWPB LP-2 (waterborne preservatives.)

1. Kiln dried after treatment to 19% minimum moisture content for lumber and 18% for plywood.
2. Treat the following:
 - a. Wood in contact with masonry or concrete.
 - b. Other members indicated.

B. Fasteners for Preservative Treated Wood: Hot-dip galvanized steel (ASTM A 153), stainless steel Type 304 or 316, silicon bronze, or copper, at Contractor' option.

PART 3 - EXECUTION

3.01 INSTALLATION- GENERAL

- A. Arrange work to use full length pieces except where lengths would exceed commercially available lengths. Discard pieces with defects that would lower the required strength or appearance of the work.
- B. Cut and fit members accurately. Install plumb and true to line and level.
- C. Fasten carpentry in accordance with applicable codes and recognized standards.
- D. Where exposed, countersink nails and fill flush with suitable wood filler.

3.02 MISCELLANEOUS CARPENTRY

- A. Provide miscellaneous blocking, nailers, grounds, and framing as shown and as required for support of facing materials, fixtures, specialty items, and trim. Cut and shape to the required size. Provide in locations required by other work.
- B. Use countersink fasteners appropriate to applied loading.

3.03 WOOD FURRING

- A. Install wood furring plumb and level; shim, as necessary to bring true to plane; install closure strips at ends perpendicular to main furring direction.
 1. Furring for gypsum drywall: Install 1-by-2 furring vertically at 16 inches maximum on center.
 2. Nail or screw miscellaneous plywood to panels to supports.

END OF SECTION 06100

Location Map





CDBG CENTRAL PARK TRAIL

Prepared By: The City of Ormond Beach G.I.S. Department - 4/3/2025



1 inch = 200 feet

CDBG Requirements



Part of the Advertisement/RFP for any CDBG Project

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

1. Davis-Bacon Act
2. Copeland "Anti-Kick Back" Act
3. Federal Labor Standards
4. Build America, Buy America Act
5. Environmental Compliance
6. Lead Based Paint Requirements
7. Historic Preservation
8. Energy Efficiency
9. Flood Disaster Protection
10. Special Equal Opportunity Provisions
11. Section 3
12. Conflict of Interest
13. Utilization of Minority and Women-owned Businesses
14. Fair Housing Laws
15. Drug Free Workplace
16. Debarred Contractors
17. Lobbying
18. Access to Records
19. Records Retention

Attachment I - Federal Labor Standards Provisions

Attachment II - Section 3 Clause

1. Davis- Bacon Act- 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of \$2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Copeland "Anti-Kickback" Act- 18 USC 874 and 40 USC 276c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

3. Federal Labor Standards

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

4. Build America, Buy America (BABA) Act

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

5. Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of \$100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

6. Lead- Based Paint Requirements- 24 CFR Part 35

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead-based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

7. Historic Preservation- 16 USC 470; 36 CFR Part 800

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

8. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

9. Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

10. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

- i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.
- iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

During the performance of this contract, the contractor agrees as follows:

- i. Section 202 Equal Opportunity Clause
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color,

religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractors commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

C. Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60- 1.8

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

**D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964
E.O. 11246**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24 CFR Part 35

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex is excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts 8 and 9

- i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractors obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally.

handicapped individuals.

- vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

I. NSP 3 Vicinity Hiring and Contracting Preference-

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank "Wall Street Reform and Consumer Protection Act" of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

11. Section 3- 24 CFR Part 75

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of § 75.19, regardless of whether Section 3 language is included in related agreements or contracts.

12. Conflict Of Interest- 24 CFR Part 85.36 and 24 CFR Part 570.611

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

13. Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

14. Fair Housing Laws

The contractor shall comply with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

15. Drug Free Workplace- 41 USC 701, 24 CFR Part 21

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Debarred Contractors

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal publication that lists debarred and ineligible contractors. This list can be found on the The System for Award Management (SAM) at <https://www.sam.gov>

17. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- A.** No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B.** If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C.** The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.
- D.** This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

18. Access to Records- 24 CFR Part 85.42 (e) & (f)

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

19. Records Retention- 24 CFR Part 85.42 (a)-(d)

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

Attachment I

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing
And Urban Development

HUD-4010
(7/03)

Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

- **1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- **(a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2)** The classification is utilized in the area by the construction industry; and
 - (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b)** If the contractor and the laborers and mechanics employed in the classification (if known, or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its

designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee with the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federally contract with the same prime contractor, or any other Federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payroll and basic records. Payroll and basic records related thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely, all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a) (3) (i) and that such information is correct and complete:

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been fully paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than the permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of WH-347 shall satisfy the requirement of submission of the: "Statement of Compliance" required by paragraph A.3. (ii)(b) of this section

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available shall be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is

performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ... influencing in any way the action of such Administration.....makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable under this Contract to his employer.

- **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanic" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basis rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth on subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts, The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

- **Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor, by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment II

Section 3 requires that the following provisions (“the section 3 clause”), be included in every contract that involves section 3 projects.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued pursuant thereto (24 CFR Part 75), shall govern all housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds \$200,000 of housing and community development financial assistance, including CDBG, as follows:

- a. The work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons particularly persons who are recipients of HUD assistance for housing.
- b. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR Part 75.
- f. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Wage and Hour Division

Instructions For Completing Davis-Bacon and Related Acts Weekly Certified Payroll Form, WH-347

- [WH-347](#) (PDF)
OMB Control No. 1235-0008, Expires 01/31/2028.

General: Form WH-347 is available for the convenience of contractors and subcontractors to submit certified weekly payrolls in connection with their Federal or federally assisted construction contracts and subcontracts. Properly completed, this form will satisfy the requirements of the regulations in parts 3 and 5 of Title 29 of the Code of Federal Regulations (CFR) as to certified payrolls submitted in connection with contracts subject to the Davis-Bacon and Related Acts (DBRA).

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, “furnish a statement on the wages paid each employee during the prior week.” U.S. Department of Labor (DOL) Regulations at 29 CFR 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the Federal agency is not party to the contract, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency that provided the Federal assistance). Each certified payroll must be accompanied by a signed “Statement of Compliance” (e.g., page 2 of the WH-347 or another document with *identical* wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to help determine whether workers have received legally required wages and fringe benefits.

Under the DBRA, contractors and subcontractors are required to pay not less than the prevailing wage, including fringe benefits, as predetermined by DOL. The contractor’s obligation to pay fringe benefits may be met through the contractor’s contributions to or reasonably anticipated costs of bona fide benefit plans, funds, or programs, or by paying workers cash in lieu of fringe benefits.

Form WH-347 provides fields for contractors and subcontractors to document all wages paid to each worker, whether paid entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits, and provides for the contractor or subcontractor’s certification in the Statement of Compliance (as shown on page 2 of Form WH-347) that the data and payroll information on the form are accurate and complete. The Statement of Compliance also provides for the representation that the contractor or subcontractor is paying its workers, including registered apprentices, at least the required wage rates, satisfying its fringe benefits obligations, and maintaining required payroll records.

Detailed instructions for completing the first page of Form WH-347 follow:

“Check Box” for Submission of Final DBRA Certified Payroll Form: Mark the box to indicate that this submission is for the final week of work on the project for the contractor or subcontractor.

“Check Box” for Prime Contractor or Subcontractor: Mark the appropriate box to indicate whether it is the prime contractor or a subcontractor on the project for which certified payroll is being reported.

Project Name: Enter the name of the project on which you are reporting.

Project No. or Contract No.: Enter the project number or the prime contract number assigned by the relevant contracting agency (if available).

Certified Payroll No.: Beginning with the number “1”, each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor’s/Subcontractor’s Business Name: Enter the business’ legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Wage Determination No.: Enter the wage determination number(s) and revision number(s) included in the covered contract and relevant to the submitted certified payroll form (e.g., if there are multiple wage determinations applicable to the project, please list all wage determinations that applied to the work performed by the workers in this pay period).

Week Ending Date: Enter the workweek ending date for this pay period.

Prime Contractor’s/Subcontractor’s Business Address: Enter the company’s full business address.

Column 1A – Worker Entry No.: Beginning with the number “1”, enter each worker’s entry number (e.g., entry in row 2 may be 2, entry in row 3 may be 3, etc. If reporting more than 8 entries, row 1 on page 2 may be entry 9 and row 1 on page 3 may be entry 17, etc.). If a worker works in more than one labor classification during the course of the week, the contractor should show the number of hours the worker worked in each classification using separate rows. In such circumstances, the same worker entry number should be used on each row associated with the worker.

Column 1B – Worker Last Name: Self-explanatory.

Column 1C – Worker First Name: Self-explanatory.

Column 1D – Worker Middle Initial: Self-explanatory.

Column 1E – Worker Identifying No.: Enter each worker’s individual identifying number (e.g., last four digits of the worker’s social security number or any number specific to the individual worker) on each weekly certified payroll submitted. **Note:** *workers’ full Social Security numbers must **not** be included.*

Column 2 – Journeyworker / Registered Apprentice: Enter “J” if the worker is a journeyworker or “RA” if the worker is a registered apprentice in an apprenticeship program approved by DOL’s Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA). For registered apprentices, also list their level of progression within the approved program.

Column 3 – Labor Classification: List the labor classification for the work actually performed by each worker. Labor classifications are found in the applicable Davis-Bacon wage determination(s) that are included in the contract for this project. If the wage determination(s) does not include a labor classification for work that a worker has performed on this contract, contact the Contracting Officer or Agency representative immediately.

If a worker performed work in more than one labor classification during the week, the worker must be paid at least the rate specified for the appropriate labor classification for the time actually worked in that labor classification. In such circumstances, an accurate breakdown of hours worked in each labor classification must be shown on the submitted payroll by using a separate row for each labor classification in which the worker performed work. If the contractor did not maintain an accurate breakdown of hours worked by a worker in each labor classification, the worker must be paid for all hours worked using the highest applicable prevailing wage rate (basic hourly rate and fringe benefits).

Column 4 – Hours Worked Each Day: In column 4 in the table above row 1, please enter the first letter for each day of the contractor’s workweek in each box on the top row and its corresponding date in each box on the second row below it. For example, if a contractor’s workweek starts on Tuesday and ends on Monday, enter “T” for Tuesday in the first box of the first row and continue with the appropriate letter identifying the day of the week for each box ending with “M” on the last box of the first row. In the second row, enter the corresponding date for each day of the week. Please see example below:

T	W	T	F	S	S	M
6/16	6/17	6/18	6/19	6/20	6/21	6/22

For worker-specific entries, please enter hours worked on this project as straight time (“ST”) and overtime (“OT”) in the applicable boxes. On all contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), enter hours worked on this project in excess of 40 hours total in the week as overtime (“OT”) (including hours worked on and off the site of the work of the covered contract). **Note:** *For more information about compliance with overtime requirements on Federal and federally assisted contracts, please visit [Overtime Pay on Government Contracts](#).*

Column 5 – Total Hours Worked for the Week: Enter the total number of the hours worked entered in column four.

Column 6A – Hourly Wage Rate Paid for ST and OT: For each worker, list the actual hourly rate paid for straight time (top row) and overtime (bottom row) worked for work in the classification indicated in column 3. If the worker was paid at a higher rate than the wage rate required on the wage determination, indicate the wage rate the worker was actually paid. **Note:** *do not include cash payments in lieu of fringe benefits in this column.*

Column 6B – Total Fringe Benefit Credit: Enter the total of the contractor’s or subcontractor’s contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs for which the contractor or subcontractor is taking a credit toward satisfying Davis-Bacon prevailing fringe benefit rates as listed on page 2 of Form WH-347 under “Hourly Credit for Fringe Benefits”. This amount should equal the worker’s total hours worked in this period multiplied by the hourly credit for fringe benefits as listed under the Total Hourly Credit column on page 2 of Form WH-347 under “Hourly Credit for Fringe Benefits”.

Column 6C – Payment in Lieu of Fringe Benefits: Enter the total amount in cash provided in lieu of fringe benefits to the worker during the workweek. This amount should equal the worker’s total hours worked in this period multiplied by the hourly rate provided to the worker as cash in lieu of fringe benefits.

Column 7A – Gross Amount Earned: Enter the worker’s gross amount earned for the workweek for hours worked on this Federal or federally assisted project.

Column 7B –Gross Amount Earned for all Work: If part of a worker’s weekly wage was earned on projects or work other than the project described on this payroll, including non-DBRA covered projects, enter in column 7B the total gross amount earned during the week for all work performed during the week.

Column 8 – Deductions for all Work: Enter all deductions made from worker’s total gross amount earned for all work (Column 7B). Columns are provided for entering deductions made for tax withholdings, FICA, and “Other” deductions. If the amount under “Other” deductions is specific to one deduction, please describe the deduction under “Additional Remarks” on page 2 of this certified payroll form. If the amount under the “Other” deductions made from the worker’s pay is a result of more than one deduction, submit an addendum that itemizes each deduction and includes a description and amount for each deduction listed on that document. Enter the total amount for all deductions actually made under the “Total Deductions” column (include the amounts listed under the Tax Withholdings, FICA and Other columns). All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR part 3. If a worker worked on other jobs in addition to this project, do not pro-rate the deductions; instead, show actual deductions from the worker’s weekly gross wage for all projects. **Note:** *Except for deductions listed in 29 CFR 3.5, all deductions must have prior approval from the Department of Labor.*

Column 9 – Net Payment to Worker for All Work: Enter the actual dollar amount paid to the worker for all hours worked across all projects (including non-DBRA covered projects) during the week.

Detailed instructions for completing the second page of Form WH-347 follow:

Project Name: Enter the name of the project on which you are reporting.

Project No. Or Contract No.: Enter the project or prime contract number associated with your contract assigned by the relevant contracting agency (if available).

Payroll No.: Beginning with the number “1”, each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor’s/Subcontractor’s Business Name: Enter the business’ legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Week Ending Date: Enter the workweek ending date for this pay period.

Certifying Official’s Name and Title: Print the name and official title of the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form.

Statement of Compliance: While the “Statement of Compliance” need not be notarized, the statement (on page 2 of this certified payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

If applicable, please “check” each of the 6 boxes certifying the accompanying statement as accurate. Boxes 1, 2, 3 and 6 (i.e., the first three boxes and the last box) always **must** be checked to certify that the contractor or subcontractor completing the form is in compliance with the DBRA.

If any worker is being paid as an apprentice during the period, box 4 **must** be checked and each program name in which the contractor has registered apprentices working on the project during this payroll period must be listed, with the appropriate box checked to indicate whether the apprenticeship program is registered with DOL’s Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA), and the name of the labor classification entered. If more than three entries are required, please submit an addendum providing the requested information with the submission of the certified payroll. If box 4 is not applicable, do not check the box and enter “Not Applicable” or “N/A” in the entry subsection, under Apprenticeship Program Name.

If the contractor or subcontractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs, box 5 must be checked and the subsections titled “Hourly Credit for Fringe Benefits” must be completed. In the first column, list each worker entry number (entered in column 1A on the first page) and name of worker for whom the contractor or subcontractor claimed an hourly fringe benefit credit (this should mirror the worker names and order found on Page 1 of the certified payroll form). In the following columns, list each fringe benefit plan name in the top row, fringe benefit plan type in the second row, fringe benefit plan number in the third row, mark whether the fringe benefit plan is funded or unfunded in the fourth row, and state the hourly amount of credit claimed for each worker under each applicable plan in the rows below. In the last column, list the total hourly cost of fringe benefit provided for each worker. Where the contractor or subcontractor is claiming a credit for the reasonably anticipated costs of fringe benefits provided directly by the contractor (commonly referred to as an “unfunded plan”), the contractor or subcontractor must have prior approval from the Department of Labor prior to claiming such credit as required in 29 CFR 5.28. If more than six bona fide fringe benefits are provided to the workers for which the contractor is claiming a credit, submit an addendum for each providing the information requested in this section.

Note: *If the contractor or subcontractor is meeting its fringe benefit obligations partially through contributions to or reasonably anticipated costs of a bona fide fringe benefit plan and partially through the payment of cash in lieu of fringe benefits, the contractor or subcontractor should enter the respective amounts in this section and in column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1. If the contractor or subcontractor is meeting its fringe benefits obligations by simply paying the cash equivalent to each worker, check the box but do not complete the subsection, because those payments will be reported under column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1.*

Additional Remarks: Optional space for additional information on deductions, hourly cost of fringe benefits, or explanations. If more space is needed, please continue remarks on a separate page. If the optional space or separate pages are used, please include all contractor and project information required by the form.

Signature of Certifying Official, Date, Telephone Number, and Email Address: The Statement of Compliance must be signed by the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form. Enter the phone number and email address of the individual who is signing the statement and the date signed. Legally valid electronic signatures are acceptable. A legally valid electronic signature includes any electronic process that indicates acceptance of the certified payroll record and includes an electronic method of verifying the signer’s identity.
Note: *Photocopies or scanned copies of signatures do not satisfy this requirement.*

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: *In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.*

U.S. Department of Labor

Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☐ PRIME CONTRACTOR

☐ SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS																
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)				(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)			(9)					
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES							TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK				NET PAY TO WORKER FOR ALL WORK
								HOURS WORKED EACH DAY													TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME			PROJECT NO. or CONTRACT NO.		PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME						
PROJECT LOCATION					WEEK ENDING DATE		CERTIFYING OFFICIAL'S NAME AND TITLE						
I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:													
☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.													
☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.													
☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.													
☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.													
APPRENTICESHIP PROGRAM NAME					REGISTERED		NAME OF LABOR CLASSIFICATION						
					☐ OA ☐ SAA								
					☐ OA ☐ SAA								
					☐ OA ☐ SAA								
☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.													
HOURLY CREDIT FOR FRINGE BENEFITS <i>If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.</i>													
NAME OF WORKER	FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		TOTAL HOURLY CREDIT
	FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		
	PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		
	☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
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	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.													
ADDITIONAL REMARKS													
SIGNATURE OF CERTIFYING OFFICIAL					DATE		TELEPHONE NUMBER			EMAIL ADDRESS			
							(____) ____ - ____						
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.													

Superseded General Decision Number: FL20240137

State: Florida

Construction Type: Heavy

County: Volusia County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)
(EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE
BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

	Rates	Fringes
OPERATOR: Oiler.....	\$ 24.50	15.10

IRON0808-003 01/01/2024		

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.50	16.45

LAB00517-002 05/01/2023		

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.61	11.59

PAIN1010-011 06/01/2021		

	Rates	Fringes
Painter - Brush, Roller & Spray.....	\$ 24.71	14.60

SUFL2009-176 06/24/2009		

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 13.56 **	1.84
CEMENT MASON/CONCRETE FINISHER...	\$ 12.63 **	0.00
ELECTRICIAN.....	\$ 16.71 **	3.51
FORM WORKER.....	\$ 11.36 **	0.00
LABORER: Common or General.....	\$ 9.03 **	0.81
LABORER: Landscape.....	\$ 8.44 **	0.00
LABORER: Pipelayer.....	\$ 11.17 **	1.27
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.88 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator.....	\$ 13.12 **	2.58
OPERATOR: Bulldozer.....	\$ 12.88 **	0.00
OPERATOR: Crane.....	\$ 14.88 **	3.17
OPERATOR: Grader/Blade.....	\$ 16.00 **	2.84
OPERATOR: Loader.....	\$ 13.38 **	0.00
OPERATOR: Mechanic.....	\$ 13.83 **	2.19

OPERATOR: Roller.....	\$ 10.50 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.00 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.07 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 11.00 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey

rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"



County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

Minority & Women Business Reporting Form (MWBE)
Information and Instructions for Contractors & Subcontractors

Reporting

This report shall be completed by all contractors and subcontractors for reporting contract and subcontract activities for construction projects as required by the County of Volusia Community Assistance Division. Subcontracts of less than \$10,000 must be reported individually only if such contracts represent a significant portion of the total contracting activity.

- Section 7a:
 - ✓ **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.
- Section 7b:
 - ✓ **Type of Trade:** Enter the numeric code which best indicates each contractor's/subcontractor's service type. If subcontractor ID number is provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor.
 - * The "other" category includes supply, professional services, and all other activities except construction and education/training activities
- Section 7c:
 - ✓ **Business Racial/Ethnic/Gender Code:** Enter the numeric code which best indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not the prime contractor
- Section 7d:
 - ✓ **Women Owned Business:** Enter "yes" or "no" to if each listed agency is women owned
- Section 7e:
 - ✓ **Contractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the Prime Contractor as the unique identifier of the prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.
- Section 7f:
 - ✓ **Subcontractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID number is provided, the respective Prime Contractor ID Number must also be provided.
- Section 7g:
 - ✓ **Contractor/Subcontractor Business Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

Project Name: _____

Amount of Contract or Subcontract 7a.	Type of Trade Code (See below) 7b.	Contractor or Subcontractor Business Racial/Ethnic (See below) 7c.	Woman Owned Business (Yes or No) 7d.	Prime Contractor Identification Number (IRS/FEIN) 7e.	Subcontractor Identification Number (IRS/FEIN) 7f.	Contractor/Subcontractor Business Name and Address 7g.				
						Business Name	Street	City	State	Zip

Name/Title: _____

Signature: _____

Date: _____

**7b: Type of Trade Codes:
CPD**

- 1 = New Construction
- 2 = Education/Training
- 3 = Other

**7c: Racial/
Ethnic Codes**

- 1= White Americans
- 2= Black Americans
- 3= Native Americans
- 4= Hispanic American
- 5= Asian/Pacific American



Section 3 Information

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons; particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is provided.

What is a Section 3 Business Concern?

A business concern meeting at least one of the following criteria, documented within the last six-month period:

- Owned and controlled by at least 51% low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the prior three-month period performed by Section 3 workers;
- Owned and controlled by at least 51% current public housing residents or residents currently living in Section-8 assisted housing

What is a Section 3 Worker?

A Section 3 worker is any worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:

- A worker whose annual income is at or below the 80% income limit as established by HUD
- A worker employed by a documented Section 3 Business Concern
- A worker that is a YouthBuild participant

What is a Targeted Section 3 Worker?

For Community Development funded projects, a Targeted Section 3 worker is:

- A worker employed by a documented Section 3 Business Concern; or
- A worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:
 - A worker living within the service area of the project, as defined at §75.5; or
 - A worker that is a YouthBuild participant

Are there contract provisions related to Section 3?

Yes; all contracts for Section 3 covered projects must include language applying Section 3 requirements to any subrecipient agreement or contract for a Section 3 project. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of §75.19, regardless of whether Section 3 language is included in related agreements or contracts.

What information is required for Section 3 Reporting?

For Community Development funded projects, the following may be required:

- Section 3 Business Concern Certification
- Section 3 Project Workforce form
- Section 3 Certification form, when applicable
- Supporting documents for those claiming status as of Section 3 Business Concerns, Section 3 Worker, and/or Section 3 Targeted Worker
- Any other information requested by Volusia County to ensure Section 3 compliance



Section 3 Project Requirements

What is a Section 3 project?

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds \$200,000 of housing and community development financial assistance. If the \$200,000 threshold is met the entire project must be compliant with the Section 3 provisions.

What are the required thresholds for section 3 projects?

- Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; (Section 3 Labor Hours/Total Labor Hours = 25%)
AND
- Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21. (Targeted Section 3 Labor Hours/Total Labor Hours = 5%)

What are the requirements of Prime Contractors for Section 3 projects?

- Contractors are required to submit monthly activity reports to CDBG by the 10th of each month
 - These reports may be in the form of a letter, signed and on company letterhead
 - The report should include,
 - Explanation of all efforts made to meet the required thresholds (see below for examples)
 - Total labor hours for Section 3 workers and Targeted Section 3 workers for the preceding month
 - Estimate of Section 3 thresholds at the end of the project (is the project expected to meet the required thresholds as defined? If yes, what is the estimated percentage? If no, what is the estimated percentage and what efforts are being made to increase it?)
 - Section 3 Labor Hours Tracking Form (template will be provided)
- Once the project is completed, prime contractors must submit a final Section 3 cumulative report
- All efforts to find section 3 employees must be documented. Some example methods are,
 - Outreach, marketing materials, and communications (Ex: flyers, emails, text marketing messages, bill inserts, door hangers, social media, website)
 - Promoting resident interest in opportunities (Ex: flyers, interest forms, workshop attendance records)
 - Efforts made to coordinate with partner agencies to refer residents to programs and services (Ex: number and types of referrals made, list of actions taken to coordinate with partners)
 - Resident placement into Section 3-related training or employment opportunities (Ex: referral records, case management records)
 - Referrals made to employers for employment opportunities (Ex: referral records, emails, payroll records from contractors)
 - Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers (Ex: flyers, emails, text marketing messages, bill inserts, door hangers, social media, website)
 - Providing training or apprenticeship opportunities



County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720



Section 3 Business Concern Certification

This document must be completed and returned from the primary bidder with their bid submission. Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.

This document may be required from all sub-contractors prior to project award as well.

Project Name: _____
Agency Name: _____
Contact person: _____ Title: _____
Address of business: _____
Telephone number: _____ Fax number: _____
E-mail address: _____
Federal Employer Identification Number/SSN: _____

1. Type of business:

(Check one) ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: (Check one) ☐ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

☐ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

2024 AMI → Maximum annual gross income for very low-income individual: \$29,000
Maximum annual gross income for low-income individual: \$46,400

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____

Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.



County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720



Section 3 Project Workforce

Project Name: _____ Agency Name: _____

This document must be completed by the Prime Contractor and all Sub-Contractors. It must be returned to, and approved by, Community Assistance at least 1 week prior to the pre-construction meeting.

The following is a list of employees may perform physical on-site work on this project. All areas should be completed and the Wage Classification **must** include the title(s) from the project wage decision that is/are best suited to the actions the worker will perform on-site for the project.

If a worker is eligible under a Section 3 Worker or Section 3 Targeted Worker status, please have the Section 3 Certification Form completed and return with this Section 3 Project Workforce form.

Employee Name	ID #	Hire Date	Wage Classification	Phone Number	Residential Address	Claiming Section 3 status?

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.



County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720



Section 3 Certification

Employer Name: _____

Employee name: _____ ID #: _____

Status being claimed: ☐ Section 3 Worker ☐ Section 3 Targeted Worker

The Section 3 Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because:

☐ My gross annual income from the last calendar year was: \$ _____; my w-2 or paystubs are attached

☐ I am a Public Housing or Section 8 Housing recipient; current documentation showing this is attached

Employee Signature

Date

☐ **Certification by employer**

This employee is certified as a Section 3 Worker because:

☐ Their gross annual income from the last calendar year was: \$ _____; current documentation showing this is attached

☐ They were hired after 11/30/20 and their gross annual income for the first year was: \$ _____; documentation showing this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

Employer Signature & Title

Date

The Section 3 Targeted Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because I am a YouthBuild participant; documentation supporting my current enrollment is attached.

Employee Signature

Date

☐ **Certification by employer**

This employee is certified as a Section 3 Targeted Worker because:

☐ Their residence is within the project service area as defined at § 75.5; documentation supporting this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

Employer Signature & Title

Date

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.



Build America, Buy America (BABA) Information

What is Build America, Buy America (BABA)?

The Build America, Buy America Act (BABA) requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to an approved waiver. This requirement is known as the “Buy America Preference (BAP)”.

When does BABA apply to projects?

The Build America, Buy America Act (BABA) applies to all federally funded infrastructure projects. The Community Development Block Grant (CDBG) is a federal funding source and BABA would apply for all infrastructure project funded with CDBG. If additional funding sources are being used, the entire project must meet BABA requirements if any federal funding source is being utilized.

What is considered an infrastructure project?

The following are considered infrastructure projects according to BABA:

- Rehabilitation, maintenance, and reconstruction of buildings and real property, including housing
- Construction and repair of public facilities and improvements, such as water, sewer, or other utilities, parks, roads, bridges, sidewalks, homeless shelters, or broadband infrastructure

Do all materials have to be manufactured in the United States?

The U.S. Department of Housing and Urban Development (HUD) is requiring that BABA be met in phases to assist with the current transition. The phases are based on the year the funds were obligated. If you are unsure which fiscal year the funds were obligated for your project, reach out to the city you were awarded by or CDBG@volusia.org.

Obligated Fiscal Year	Materials that must follow BABA
FY 2023/24	• Iron • Steel
FY 2024/25	• Non-ferrous metals • Lumber • Plastic- and polymer-based composite building materials, pipes, and tubes
FY 2025/26	• All other plastic- and polymer-based products • Glass • Fiber optic cable • Optical fiber • Engineered wood • Drywall

What information is required for BABA reporting?

For Community Development funded infrastructure projects, the following is required:

- BABA Certification form
- Supporting documentation to show that all required materials were produced in the United States
 - Invoices, receipts, etc.

The form to be completed by the contractor is subject to change as additional information is provided by HUD.



County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720



Build America, Buy America (BABA) Pre-Certification

This document must be completed and returned from the primary contactor following the pre-construction meeting before work begins. An additional certification must be submitted once work has been completed before final payment will be dispersed. This document may be required from all sub-contractors as well.

Project Name: _____

Agency Name: _____

Material	Will this material be purchased for the project?	Will the purchased material be produced in the United States?	Manufacturers <i>(List all planned to utilize)</i>
Iron	☐ Yes ☐ No	☐ Yes ☐ No	
Steel	☐ Yes ☐ No	☐ Yes ☐ No	
Non-ferrous metals	☐ Yes ☐ No	☐ Yes ☐ No	
Lumber	☐ Yes ☐ No	☐ Yes ☐ No	
Plastic- and polymer-based composite building materials, pipes, and tubes	☐ Yes ☐ No	☐ Yes ☐ No	
All other plastic- and polymer-based products	☐ Yes ☐ No	☐ Yes ☐ No	
Glass	☐ Yes ☐ No	☐ Yes ☐ No	
Fiber optic cable	☐ Yes ☐ No	☐ Yes ☐ No	
Optical fiber	☐ Yes ☐ No	☐ Yes ☐ No	
Engineered wood	☐ Yes ☐ No	☐ Yes ☐ No	
Drywall	☐ Yes ☐ No	☐ Yes ☐ No	

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____

Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.



Build America, Buy America (BABA) Certification

This document must be completed and returned from the primary contractor following completion of all on-site work, prior to the final invoice submission. This document may be required from all sub-contractors as well.

Project Name: _____

Agency Name: _____

Material	Was this material purchase for the specified project?	Was the purchased material produced in the United States?	Manufacturers (List all used)
Iron	☐ Yes ☐ No	☐ Yes ☐ No	
Steel	☐ Yes ☐ No	☐ Yes ☐ No	
Non-ferrous metals	☐ Yes ☐ No	☐ Yes ☐ No	
Lumber	☐ Yes ☐ No	☐ Yes ☐ No	
Plastic- and polymer-based composite building materials, pipes, and tubes	☐ Yes ☐ No	☐ Yes ☐ No	
All other plastic- and polymer-based products	☐ Yes ☐ No	☐ Yes ☐ No	
Glass	☐ Yes ☐ No	☐ Yes ☐ No	
Fiber optic cable	☐ Yes ☐ No	☐ Yes ☐ No	
Optical fiber	☐ Yes ☐ No	☐ Yes ☐ No	
Engineered wood	☐ Yes ☐ No	☐ Yes ☐ No	
Drywall	☐ Yes ☐ No	☐ Yes ☐ No	

Attach supporting documentation (invoices, receipts, etc.) to verify the above information when this form is submitted.

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____

Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

24 CFR PART 85.36 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

Compliance with the following bonding requirements is mandatory.

Proof of bonding will be verified prior to issuance of the notice to proceed.

(h) Bonding requirements.

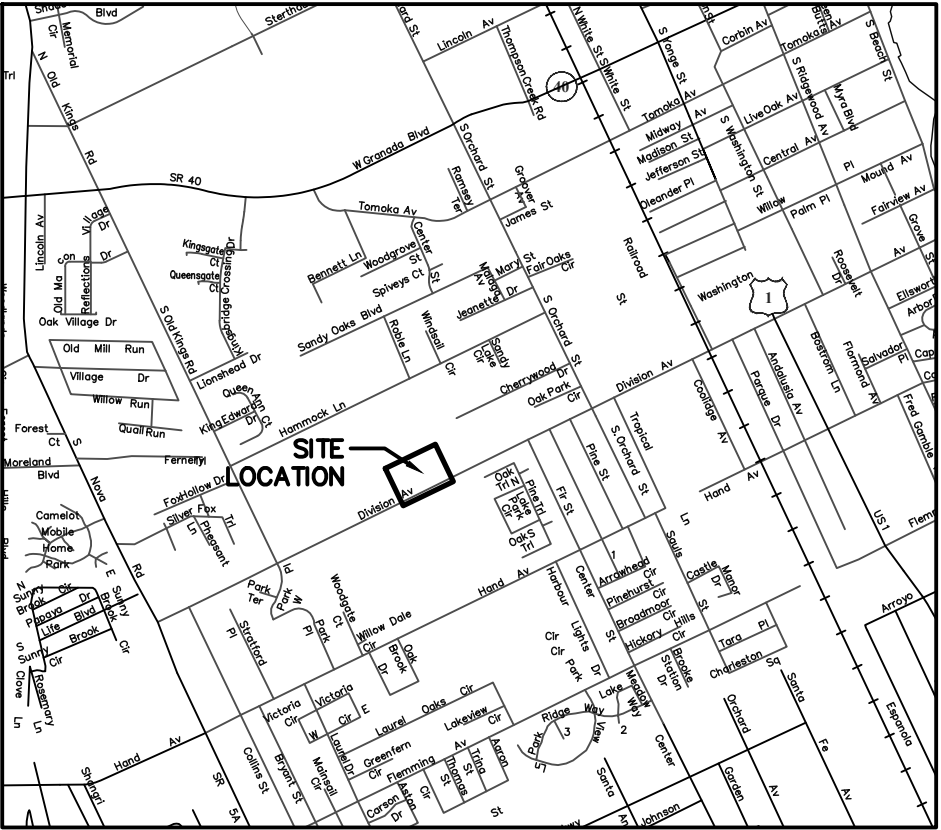
For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

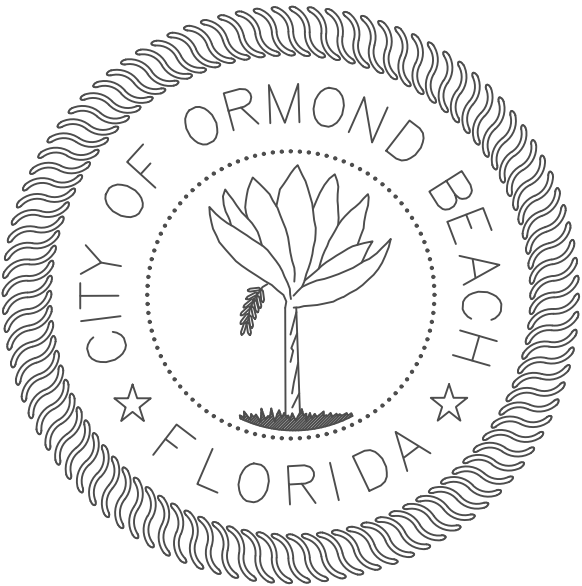
CITY OF ORMOND BEACH

CDBG CENTRAL PARK TRAIL BID NO. 2025-48

 - SITE LOCATION



SITE LOCATION MAP



SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	PLAN
3	DETAILS
4	DETAILS

MAYOR

JASON LESLIE

COMMISSIONERS

LORI TOLLAND, ZONE 1

TRAVIS SARGENT, ZONE 2

KRISTIN DEATON, ZONE 3

HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

CDBG CENTRAL PARK TRAIL

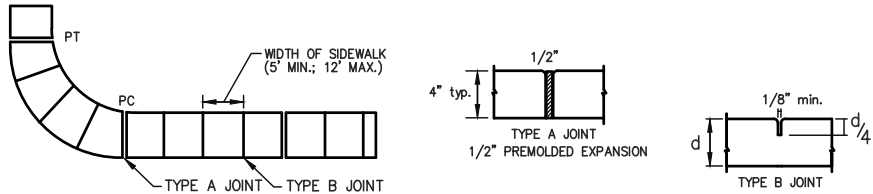
PLAN

DATE: 3/31/25	PROJECT NO.: 00--
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: Page 588 of 937

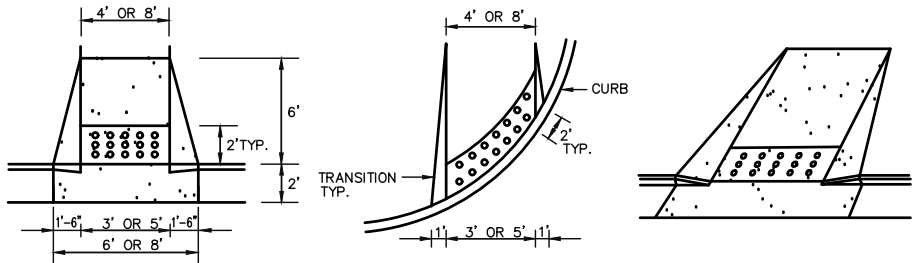
DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.
3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.
5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.
6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION.
8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.
10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES
12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.

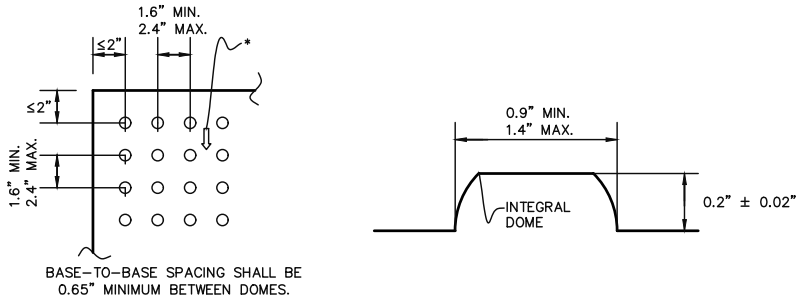


1. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 2500 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK 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 WITHIN 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 THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN 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 RAMPS THAT SHALL NOT EXCEED 1:12. PROVIDE A TACTILE WARNING SURFACE AT ALL RAMPS PER A.D.A. THE CONTRACTOR SHALL INSURE THAT ALL PROVISIONS OF A.D.A AND FLORIDA ACCESSIBILITY CODE ARE MET.*
5. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE SPECIFIED IN FDOT STANDARDS AND SPECIFICATIONS AND SHALL BE RUBBER, PLASTIC OR OTHER APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD IS PROHIBITED.
6. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB, AT MINIMUM SPACING OF 5', MAX SPACING OF 12'.
7. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF THE EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
8. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS. THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT IF THE TOTAL FILLED SECTION IS MORE THAN 12 INCHES DEEP OR IF THE SUBSURFACE HAS BEEN DISTURBED MORE THAN 12 INCHES DEEP. WHERE SUCH TEST IS REQUIRED, THE RESULTS SHALL SHOW A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
9. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
11. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
12. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.



NOTES:

1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS.
2. CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
3. RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
4. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
5. NO CURB TRANSITION IS NEEDED FOR MIAMI CURBS.
6. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304 AND HANDICAPPED ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH THE AMERICAN DISABILITIES ACT.



NOTES:

- * ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.



STANDARD CONSTRUCTION DETAIL
GENERAL CONSTRUCTION NOTES

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MAY 2020



STANDARD CONSTRUCTION DETAIL
SIDEWALK, RAMP, AND DRIVEWAY APRON
CONSTRUCTION REQUIREMENTS

NTS

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MAY 2020



STANDARD CONSTRUCTION DETAIL
SIDEWALK AND BIKE PATH RAMP

NTS

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MAY 2020

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

CDBG CENTRAL PARK TRAIL

DETAILS

DATE: 3/31/25

SCALE: NTS

DRAWN BY: MC

PROJECT NO.: 00-

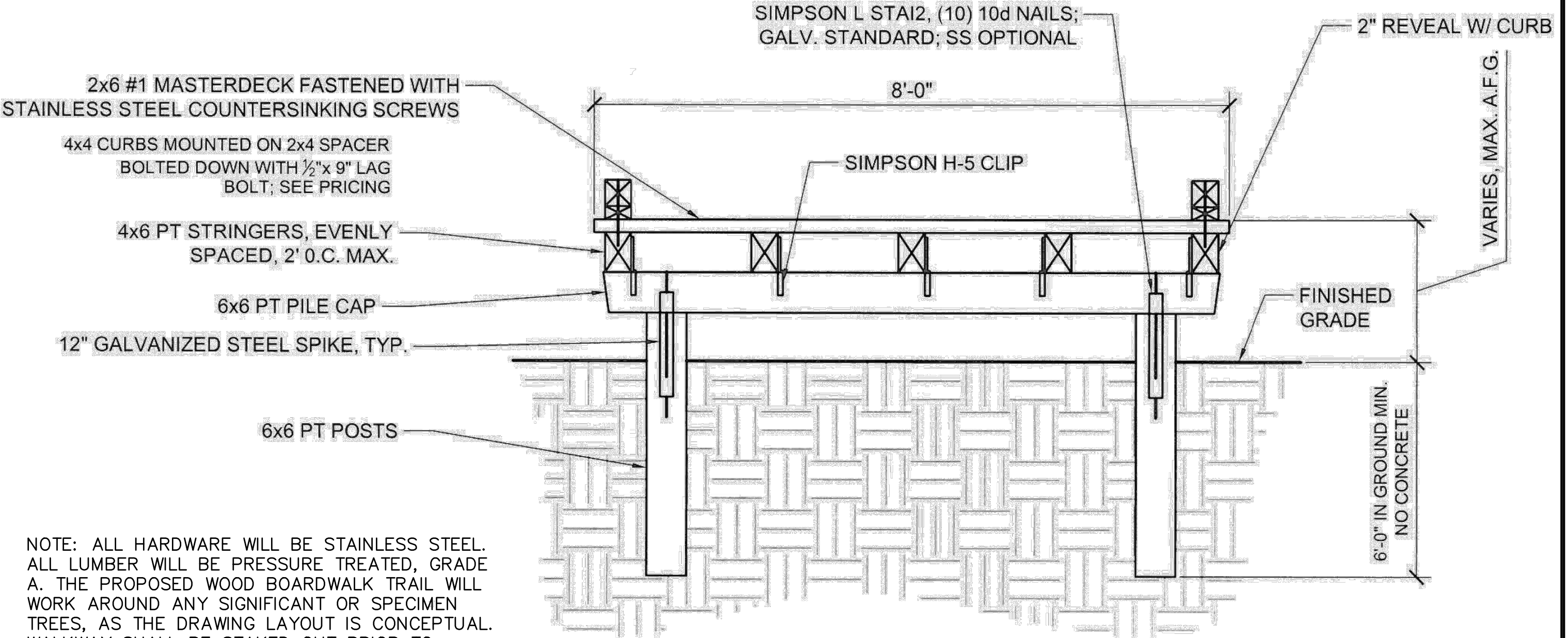
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DRAWING STATUS

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BID
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NOTE: ALL HARDWARE WILL BE STAINLESS STEEL.
ALL LUMBER WILL BE PRESSURE TREATED, GRADE
A. THE PROPOSED WOOD BOARDWALK TRAIL WILL
WORK AROUND ANY SIGNIFICANT OR SPECIMEN
TREES, AS THE DRAWING LAYOUT IS CONCEPTUAL.
WALKWAY SHALL BE STAKED OUT PRIOR TO
CLEARING & APPROVED BY CITY PROJECT
MANAGER.

BOARDWALK DETAIL
N.T.S.

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

CDBG CENTRAL PARK TRAIL

DETAILS

DATE: 3/31/25	PROJECT NO.: 00--
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DRAWING STATUS
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City of Ormond Beach

AGENDA ITEM

May 6, 2025 - 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:	Intent to Bid - Laboratory Testing Services		
Summary:	This item provides public notice of the City's intent to issue an invitation to bid for the Laboratory Testing Services, Bid No. 2025-47. On July 28, 2020, the City Commission approved Resolution 2020-85, which established a contract regarding Laboratory Testing Services with Pace Analytical. This contract has a maximum timeframe of 5 years, the current contract expires this July; this project is being advertised with the intent of establishing a new contract. Laboratory services are required to perform testing on groundwater, potable water, treated and untreated wastewater, and reclaimed water to verify compliance with the state and federal requirements outlined in the City's Florida Department of Environmental Protection (FDEP), Volusia County Health Department (VCHD), and Saint Johns River Water Management District (SJRWMD) permits. Monitoring and testing these parameters on a regular basis helps the City meet permitting requirements and assists with maintaining high standards of quality for the City's utility customers. This contract provides for testing that is beyond the capabilities of City staff as well as providing redundancy and backup to the City's testing abilities. Bid documents are attached that outline the required testing as well as the expected number of annual tests to be performed under this contract.		
Financial Impact:	Laboratory testing service fees are currently budgeted in Fund 401 - Water/Wastewater Operating. Approximately \$70,000 is spent per year on testing services.		

Citizen Impact:	Proper monitoring and testing of water quality parameters is essential for the City to meet permit obligations and to maintain standards for the City's utility customers.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to publicly advertise the Laboratory Testing Services for competitive bidding unless otherwise directed.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. BID 2025-47 Laboratory Testing Services	
Approval:	Kelly McGuire, Finance Director	4/17/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	4/23/2025
	Joyce Shanahan, City Manager	4/24/2025



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: Laboratory Testing Services

Bid Number: 2025-47

Bid Opening Date & Time: 06/12/2025 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Deadline for questions: 06/02/2025 @ 4:00 PM

Bids received after the above date and time will not be accepted.

Bidder's Name: _____

Bidder's Mailing Address: _____

City, State, Zip Code: _____

F.E.I.N: _____

Phone Number: _____

Email: _____

If returning as "No Bid", please state the 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.

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

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.N.) 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.

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.

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.

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.

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.

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. The Contractor is responsible for paying any and all taxes associated with this agreement.

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

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

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

REJECTIONS 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.

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

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.

City of Ormond Beach
Laboratory Testing Services
BID 2025-47

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
Laboratory Testing Services
BID 2025-47
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)

DATE



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

**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

LOCAL VENDOR PREFERENCE

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

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

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



Local Vendor Affidavit of Eligibility

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ **Date:** _____

EXHIBIT "A"

A. Payment and Performance Bonds

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

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

\$100,000 Each Accident Bodily Injury by Accident

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

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

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

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

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

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

- (d) Excess Liability

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

- (e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

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

REGISTRATION 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 at 386-676-3233 or btonline@ormondbeach.org You can apply online here: <https://ormondbeachfl-energovweb.tylerhost.net/apps/selfservice#/home>

State Certified/Registered Contractors

All registered State contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 contractorlicensing@volusia.org <https://connectlivepermits.org/citizenportal/app/landing>

State certified contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official, to include copy of State license, certificate of insurance and copy of local business tax receipt. This information is provided with the permit application.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3233 or btonline@ormondbeach.org

City of Ormond Beach
Laboratory Testing Services
Bid 2025-47
BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 101
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.

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
Laboratory Testing Services
Bid 2025-47

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
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 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **one (1) year** and will be automatically renewed for **four (4) 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.

COST ADJUSTMENTS:

No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified laboratories to submit Bid for an annual contract for Laboratory Testing Services. The successful contractor will be required to provide not less than 90% of the analyses noted in the Bid. **Lab results provided in this contract must be from a laboratory certified by the State of Florida.**

1. Minimum Requirements for the Contract Laboratory

Interested laboratories are requested to specifically meet or exceed the following minimum specifications:

- a. The cost of all sample containers, paperwork, coolers, shipping kits, and preservatives will be included in the cost of the sample analysis.
- b. The Contract Laboratory will pay shipping charges to and from designated City pickup locations. A local contact shall be designated for pickup of samples if requested.
- c. The Contract Laboratory shall be required to provide pickup of samples 7 days per week with a minimum of 8 hours of advance notification from the City. There shall be no additional charge for meeting these requirements.
- d. The Contract Laboratory shall be available a minimum of 7 days per week.
- e. The report delivery times for routine parameter testing must not exceed 14 calendar days. Electronic reporting in PDF or any similar format is acceptable for meeting this turn-around requirement. Hard copies of reports are to be provided upon request for wastewater test results in addition to electronic reports. Water test results will require hard copies and electronic copies. Exceptions would be granted for those analytes that require more than 14 calendar days for the analyses to be completed.
- f. Report formats are to be in a standard lab format that meets NELAC requirements. In addition, special report formats include EPA, Florida Department of Environmental Protection, and Volusia County Health Department formats. The laboratory may be asked to also furnish copies of raw data records sheets, result calculations, etc. for any samples submitted. All reports are to include a copy of the Chain-of-Custody (COC) form submitted with the samples. The laboratory and any of its subcontractors must participate in EPA's Annual DMR-QA studies and report required analytes corresponding to the Ormond Beach water reclamation facility (WRF).

g. The City of Ormond Beach is to be notified prior to sending any parameter to any subcontract laboratory. It is the intent of the City that all analysis be performed by the contract laboratory to the maximum extent feasible. PERCENTAGE OF SUBCONTRACTED WORK MAY NOT EXCEED TEN PERCENT (10%) of the samples **(the 10% limit refers to the number of samples, not to the cost per sample)**.

h. All analytical methods used for analysis will be state and EPA approved methodologies as specified in NELAC requirements. These methodologies can be, but are not limited to "Standard Methods", "Manual for the Certification of Laboratories Analyzing Drinking Water", "Test Methods for the Evaluation of Solid Waste (SE-846)", "EPA POTW Sludge Sampling and Analysis Guidance Document", and Radiochemical methodologies as stated in Federal Register 40 CFR 141. Methodologies used and the MDL must be accepted by the regulatory agency requiring the samples. Oil and Grease must be analyzed using the Hexane Extraction Method.

i. A specific person shall be designated for contact with the City of Ormond Beach for consultation services either by phone or in person, if necessary.

j. Laboratory personnel must be qualified in giving testimony, depositions or court appearances if requested by the City.

k. The laboratory will have the capability to analyze samples with the following matrices: potable water, reclaimed water, wastewater, groundwater, surface water and liquid/cake biosolids.

l. At a minimum, all analytical runs of the City of Ormond Beach samples will be required to include QC checks on 10% of the samples analyzed. The QC checks must meet the stricter of method, and/or NELAC quality assurance criteria. The QC generated will be submitted with the sample report. Contract laboratory QC will be monitored using these reports as well.

m. The laboratory shall have no service contracts that were cancelled in the previous five years due to failure to provide accurate testing results.

n. The City of Ormond Beach and its staff reserve the right to visit the Contract Laboratory for a tour of the facility, both prior to the award and during the duration of the contract. Prior to visiting the Laboratory facility, the City shall provide no less than 4 days, but no more than 7 days, advance notice to the facility.

In the event the Laboratory fails to comply with the reporting and analytical requirements set forth herein, the City of Ormond Beach shall issue to the Laboratory a written warning describing such failure. Should the Laboratory's noncompliance continue for four (4) consecutive weeks, with written warnings, the City of Ormond Beach will have the option to deduct from the invoice of reports not meeting the requirement an amount equal to 10% of the invoice total. If non-compliance with the 14 calendar day turn-around time continues for eight (8) consecutive weeks, with written warnings, the City of Ormond Beach will have the option to deduct from the invoice of reports an amount equal to 20% of the invoice total. Persistent and repeated failure of the

laboratory to comply with this 14 calendar day turn-around time in any 3 month interval may be interpreted as default for the purposes of this section.

2. Bid Requirements/Information to be Provided with Bidder's Submission

- a. Copies of current State, NELAP, and EPA certifications or other documentation that firmly establishes, to the satisfaction of the City, the certification status of the laboratory for all listed parameters must be submitted with your Bid.
- b. A price list must be submitted with your Bid showing individual parameter prices (for all listed parameters), method numbers, and method detection limits. Costs listed be shall be firm for the duration of the contract.
- c. One (1) copy of the laboratory NELAC compliant "Quality Manual" shall be provided with your Bid.
- d. A statement indicating the percentage of work to be subcontracted. Additionally, the statement shall also confirm that the laboratory has sufficient staffing to assume the responsibility for the testing to be performed on behalf of the City of Ormond Beach.
- e. The results from the most recent previous two WP/WA/NELAC Proficiency Testing studies are to be included in your submittal.
- f. Copies of the last two FDOH laboratory assessments with corrective actions taken are to be included in your submittal.
- g. A description of the laboratory and its relevant prior experience, specifically as related to governmental agencies.
- h. A list of four references who shall confirm instances of comparable testing performed for governmental entities. If these cannot be provided, please explain.
- i. The name and resume, including employment history with the Company, of the **senior staff** individuals who will perform the testing. If the successful provider subcontracts work under this contract, the same information will be provided for the subcontract laboratory.
- j. Documentation which establishes the length of time in business in the State of Florida (at least four (4) years required).
- k. Laboratories with service contracts cancelled within the previous five years due to failure to provide accurate testing results are not eligible to bid.

Subcontract labs, if any, shall be required to submit information in items "a - c" and "e - g."

City of Ormond Beach
LABORATORY TESTING SERVICES
Bid No. 2025-47

The BIDDER will fill in the MDL listed on the bid sheets and complete the Work, as described herein, for the following price(s):

Reuse Effluent Analysis

PARAMETERS	Methods	Matrix	No. of Samples	Unit Cost	Subtotal
Primary & Secondary Drinking Water Standards, including: 504.1,508.1	Various	WW	3	\$	\$
515.3, 524.2,Hg,As,Ba,Cd,Cr,Cu,	SEE PERMIT				
Fe, Mn,Ag,Na,Zn,An,Pb,Se,Cl,F,NO3,					
SO4,MBAS,pH,TDS,Radium					
226/228,Gross Alpha					
Effluent Analysis Subtotal				\$	

Industrial Pre Treatment

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
As, Cd, Cr, Cu, Pb, Mo, Ni, Se, Ag, Zn	200.7	WW		5	\$	\$
Cyanide	335.3	WW		5	\$	\$
Mercury	1631E	WW		5	\$	\$
TSS	160.1	WW		5	\$	\$
BOD	405.1	WW		5	\$	\$
TTO (including:624,625,608)	Various	WW		5	\$	\$
Pre Treatment Subtotal					\$	

Wastewater

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Priority Pollutants for Effluent and Influent	Various	WW		2	\$	\$
(including: 608, 624, 625, Cyanide, phenolics, Hg,Sb,As,Be,Cd,Cr,Cu,Pb,Ni, Se,Ag,Tl,Zn, Oil & Grease	SEE PERMIT					
503 Sludge	Various	WW		4	\$	\$
Cryptosporidium and Giardia	1623	WW		1	\$	\$
Acute Bioassay	EPA 821-R-02-012 (FW acute) (2000.0)	WW		2	\$	\$
Low Level Mercury	1631E	WW		2	\$	\$
Sampling Disposal Fee for Mercury		WW		2	\$	\$
Nickel	200.8	WW		12	\$	\$
Copper	200.8	WW		12	\$	\$
Dichlorobromomethane	524.2	WW		12	\$	\$
Zinc	200.8	WW		12	\$	\$
Sodium	200.7	WW		52	\$	\$
Magnesium	200.7	WW		52	\$	\$
Calcium	200.7	WW		52	\$	\$
Chloride	300.0	WW		52	\$	\$
TDS	2540C	WW		52	\$	\$
Fluoride	300.0	WW		52	\$	\$
CBOD	SM5210B	WW		540	\$	\$
TSS	2540D	WW		644	\$	\$
TKN	351.2	WW		540	\$	\$
NOX	353.2	WW		260	\$	\$
TP	365.4	WW		520	\$	\$
Enterococci	Enterolert/Quant-tray	WW		260	\$	\$
Fecal Coliform	SM9222D	WW		365	\$	\$
Fecal Coliform Additional Costs for Weekend Work		WW		104	\$	\$
Wastewater Subtotal						\$

Biosolids

PARAMETERS	Methods	Matrix	No. of Samples	Unit Cost	Subtotal
503.13 Sludge Rule (including:	Various	sludge	4	\$	\$
Hg,As,Cd,Cr,Cu,Pb,Mo,Ni,K,Se,					
Zn,pH,Total Nitrogen and					
Phosphorus)					
Biosolids Subtotal				\$	

Groundwater Monitoring

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Sodium	6010	GW		28	\$	\$
TDS	160.1	GW		28	\$	\$
Fecal	SM9222D	GW		28	\$	\$
Turbidity	180.1	GW		28	\$	\$
pH	150.1	GW		28	\$	\$
Cl	300.0	GW		28	\$	\$
Nitrates	300.0	GW		28	\$	\$
SO4	300.0	GW		28	\$	\$
TTHM	524.2	GW		28	\$	\$
Bis (2-ethylhexyl) phthalate	525	GW		28	\$	\$
Groundwater Subtotal					\$	

Water

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Fluoride	300.0	W		12	\$	\$
HAA5	522.1	W		4	\$	\$
Lead and Copper	200.8	W		37	\$	\$
Nitrate/Nitrite	300.0	W		1	\$	\$
Nitrite	300.0	W		1	\$	\$
Ortho-phosphorous	300.0	W		12	\$	\$
pH	150.1	W		2	\$	\$
Total Coliforms	SM9223B or SM9222B	W		900	\$	\$
Total Cyanide	335.3/9012	W		1	\$	\$
Total Organic Carbon	SM5310B	W		50	\$	\$
Thallium	200.9	W		1	\$	\$
TTHM	524.2	W		6	\$	\$
Gross Alpha	900.0	W		1	\$	\$
Radium 226	903.1	W		1	\$	\$
Radium 228	903.1	W		1	\$	\$
Endothall	548.1	W		1	\$	\$
Glyphosate	547	W		1	\$	\$
Dioxin	1613	W		1	\$	\$
Analyte Groups / Calculations						
Primary Inorganics	various	W		1	\$	\$
Secondary Inorganics	various	W		1	\$	\$
Regulated SOCs	various	W		1	\$	\$
Regulated VOCs	various	W		1	\$	\$
Mercury	7471	W		1	\$	\$
Dissolved Oxygen	360.1	W		1	\$	\$
Water Subtotal					\$	

Consumptive Use Permit Samples

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Calcium	200.7	W		16	\$	\$
Magnesium	200.7	W		16	\$	\$
Sodium	200.7	W		16	\$	\$
Potassium	200.7	W		16	\$	\$
Iron	200.7	W		16	\$	\$
Chlorides	300.0	W		61	\$	\$
Sulfate	300.0	W		16	\$	\$
Total Dissolved Solids	160.1	W		16	\$	\$
Conductivity	120.1	W		16	\$	\$
Alkalinity Bicarbonate	SM2320	W		16	\$	\$
Alkalinity Carbonate	SM2320	W		16	\$	\$
CUP Water Subtotal					\$	

Occasionally it may be necessary to receive sample results before the normal turn around time. Insert the proposed rush charges in the following matrix as a percentage surcharge over the normal contract price.

<u>Turnaround Time</u>	<u>Rush Surcharges</u>
6-7 Working Days	
5 Working Days	
4 Working Days	
3 Working Days	
1-2 Working Days	

The bid basis for the contract award is the sum of the individual parameters.

TOTAL BID FOR CONTRACT \$
(Figures)

(Words)



City of Ormond Beach AGENDA ITEM

May 6, 2025 - City Commission

Number: 7.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Economic Development - Other		
Department:	Economic Development - Airport		
Subject:	Intent to Bid - Airfield Pavement Rejuvenation and Remarketing Project		
Summary:	This disposition item provides public notice of the City's intent to advertise for competitive bidding for Bid Number 2025-44, the Airfield Pavement Rejuvenation and Remarketing Project at the Ormond Beach Municipal Airport. On February 8, 2024 and February 11, 2025, the Florida Department of Transportation (FDOT) conducted their annual airport safety and licensing inspections of the Ormond Beach Municipal Airport. During these inspections, inconsistencies were noted between the existing airfield markings and the current standards for airfield markings established by the Federal Aviation Administration (FAA). In their report of findings, FDOT informed Airport staff of these deficiencies and listed modifications, including repainting of airfield markings, addition of airfield markings, and removal of airfield markings necessary to comply with FAA standards. Through a previously approved design contract with Hoyle Tanner (Resolution 2024-127), plans and specifications were developed to address these deficiencies and concerns detailed during the FDOT inspection for completion prior to the next licensing inspection. This project includes the remarketing and pavement rejuvenation of Runway 9/27, Runway 17/35 and Taxiways Alpha, Charlie, Echo, Foxtrot and Golf, as further illustrated in the project design plans. This project is given a high priority due to safety considerations for aircraft operations at the airport and the City's obligation as the airport sponsor to maintain the airport's pavement in an acceptable operational condition and with adequate load-carrying capacity.		
Financial Impact:	The construction phase of the Airfield Pavement Rejuvenation and Remarketing Project is included in the FY 2025-26 Capital Improvement		

	Plan for Fund 108-Airport Fund. The total construction cost for this project is estimated to be \$786,608. The City will apply for FAA and FDOT grants based upon the actual project cost derived from bids received.	
Citizen Impact:	The Airfield Pavement Rejuvenation and Remarking Project pertains specifically to current and planned airport operations. The improved markings and pavement conditions will serve as an operational safety enhancement for the flying public.	
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise for construction services for the Airfield Pavement Rejuvenation and Remarking Project. A contract for the vendor identified through the bidding process will be brought back to the City Commission for approval.	
Staff Contact:	Steven Lichliter, Airport Manager, (386) 615-7019	
Attachments:	1. Project Manual for Bidding 2. 100% Plans for Bidding 3. 100% Specs for Bidding 4. Project Illustration 5. Bid Request Approval Form	
Approval:	Kelly McGuire, Finance Director	4/22/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	4/23/2025
	Joyce Shanahan, City Manager	4/24/2025

ORMOND BEACH MUNICIPAL AIRPORT AIRFIELD REJUVENATION AND REMARKING

Bid No. 2025-44



City of Ormond Beach Project Manual

For Bidding Only

March 2025

PREPARED BY:



**95 E. Mitchell Hammock Road, Suite 200
Oviedo, FL 34772**

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**ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
City of Ormond Beach, Florida**

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**ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
City of Ormond Beach, Florida**

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8 ft Airport Low-Profile Barricade
ICOM Radio Specification

Available for download at www.faa.gov:
AC 150/5370-2G Operational Safety on Airports During Construction

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **Ormond Beach Municipal Airport Airfield Rejuvenation and Remarkings, Bid No. 2025-44** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **June 11, 2025 at 2:00 PM**, 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: **Rejuvenation and Remarkings of Runways 9-27 and 17-35, Taxiways Alpha, Echo, Foxtrot, and Golf, and Taxiway Charlie**. 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 **May 27th, 2025 at 10:00 AM**, in Training Room located in the breezeway between City Hall and the Public Library. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **June 3, 2025 at 5:00pm**.

END OF SECTION

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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:

Hoyle, Tanner & Associates, Inc.
95 East Mitchell Hammock Rd., Ste. 200
Oviedo, FL 32765

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

INTENTIONALLY LEFT BLANK

**SECTION 00300
BID**

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION:

**Ormond Beach Municipal Airport
Airfield Rejuvenation and Marking**

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2025-44

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

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

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

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

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

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

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

BID SCHEDULE A - AIP-ELIGIBLE REMARK RUNWAY 9-27 AND REMARK AND REJUVENATE TAXIWAY ALPHA AND TAXILANE CHARLIE

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	C-105-1 Mobilization	<u>1</u>	<u>LS</u>	\$_____	\$_____
2.	C-105-2 Maintenance of Traffic	<u>1</u>	<u>LS</u>	\$_____	\$_____
3.	P-620-1 Runway/Taxiway Paint - Yellow	<u>23,300</u>	<u>SF</u>	\$_____	\$_____
4.	P-620-2 Runway/Taxiway Paint - Black	<u>48,000</u>	<u>SF</u>	\$_____	\$_____
5.	P-620-3 Runway/Taxiway Paint - White	<u>33,645</u>	<u>SF</u>	\$_____	\$_____
6.	Asphalt Rejuvenation, Including Surface Preparation, and Quality Control Testing	<u>2,450</u>	<u>GAL</u>	\$_____	\$_____

TOTAL BID SCHEDULE A

\$_____
(Figures)

(Words)

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

BID SCHEDULE B - NON AIP-ELIGIBLE REMARK RUNWAY 17-35, TAXIWAYS
ECHO, FOXTROT, AND GOLF

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Estimated</u> <u>Quantity</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Total</u> <u>Price</u>
1.	C-105-1 Mobilization	<u>1</u>	<u>LS</u>	\$_____	\$_____
2.	C-105-2 Maintenance of Traffic	<u>1</u>	<u>LS</u>	\$_____	\$_____
3.	H-030-1 General Demolition	<u>1</u>	<u>LS</u>	\$_____	\$_____
4.	P-620-1 Runway/Taxiway Paint - Yellow	<u>26,720</u>	<u>SF</u>	\$_____	\$_____
5.	P-620-2 Runway/Taxiway Paint - Black	<u>58,010</u>	<u>SF</u>	\$_____	\$_____
6.	P-620-3 Runway/Taxiway Paint - White	<u>50,000</u>	<u>SF</u>	\$_____	\$_____

TOTAL BID SCHEDULE B \$_____
(Figures)

(Words)

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

BID SCHEDULE C - NON AIP-ELIGIBLE AIRFIELD REJUVENATION

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	C-105-1 Mobilization	<u>1</u>	<u>LS</u>	<u>\$</u>	<u>\$</u>
2.	C-105-2 Maintenance of Traffic	<u>1</u>	<u>LS</u>	<u>\$</u>	<u>\$</u>
3.	P-632-1 Asphalt Rejuvenation, Including Surface Preparation, and Quality Control Testing	<u>8,820</u>	<u>GAL</u>	<u>\$</u>	<u>\$</u>
TOTAL BID SCHEDULE C					\$ <u> </u> (Figures)

(Words)

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 50 calendar days after the date when the Contract Time commences to run, and completed within 80 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

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

pay OWNER Nine Hundred and Four Dollars (\$ 904.00) 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

(i) Human Trafficking Affidavit, Section 787.06, Florida Statutes

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.: _____

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

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

SUBMITTED on _____, 20__.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

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

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

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>

Subcontractors:

Work Classification:

Name:

Address:

Phone Number:

Fax Number:

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

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

Name (signature) Date

Name (typed or printed)

Title

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Name (signature)

Date

Name (typed or printed)

Title

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

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

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

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

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

**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:

Printed Name/Seal of Notary, Commission

(seal)

My commission expires: _____

This page must be completed & notarized.

HUMAN TRAFFICKING AFFIDAVIT

(SECTION 787.06, FLORIDA STATUTES)

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**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 **Ormond Beach Municipal Airport Airfield Rejuvenation and Marking (Bid No. 2025-44)** 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)

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**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 _____, 2025.

Article 1. WORK

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

Rejuvenation and Remarketing of Runways 9-27 and 17-35, Taxiways Alpha, Echo, Foxtrot, and Golf, and Taxilane Charlie.

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

**ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
BID NUMBER: 2025-44**

Article 2. ENGINEER

The Project has been designed by Hoyle, Tanner & Associated, Inc. 95 East Mitchell Hammock Road, Suite 200, Oviedo, FL 32765 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 50 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 80 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 Nine hundred and

four Dollars (\$904.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the unit price TOTAL BID of \$_____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

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

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

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

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

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

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

Article 6. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

Article 7. CONTRACT DOCUMENTS

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

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

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

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

7.4 Notice of Award.

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

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

7.7 Specifications bearing the title: Technical Specifications for Ormond Beach Municipal Airport Airfield Rejuvenation and Remarking.

and consisting of 3 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 18 sheets numbered 1 through 18 inclusive and bearing the following general title: Airfield Rejuvenation and Remarking

7.9 Addenda numbers ____ to ____ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 1 , 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 _____, 2025.

OWNER City of Ormond Beach

CONTRACTOR _____

By _____

Jason Leslie
Mayor

By _____

(Title)

[CITY SEAL]

[SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Attest _____

(Title)

Address for giving notices:

City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

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**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:

**ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
Bid No. 2025-44**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

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**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:

**ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
Bid No. 2025-44**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

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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 _____, 2025.

END OF SECTION

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SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee

benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the

site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall

be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to

perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change

Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the

Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

- 1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or
- 2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees and property. The CONTRACTOR shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures as are reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONTRACTOR acknowledges that such work stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfilled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfilled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein.

CONTRACTOR shall perform on the site and with his own organization work equivalent to not less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

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

Waiver of Right to Jury Trial:

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

END OF SECTION

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SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

- 16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

**(f) Professional Liability, Malpractice and/or Errors and Omissions
(N/A for construction contracts)**

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

D. Requirements for Certificates of Insurance

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

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

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

E. Policies of Insurance

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

END OF SECTION

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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

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

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

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

Whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN is _____)
(If the entity has no FEIN, include the Social Security number of the individual signing this

sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers’ directors, executives, partners’ shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s-length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287. 133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States, with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors’ executives, partners, shareholders, employees, members and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies).
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, _____ partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statements or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE, IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)_____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me who is personally known to me or who has produced as identification and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of ____ 20 ____.

Signature of Notary_____

Printed Name of Notary_____

(S E A L)

Notary Public State of _____

My Commission Expires: _____

Commission Number: _____

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NOTICE OF INTENT TO AWARD

DATE:

TO: _____

PROJECT: **ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
BID NUMBER: 2025-44
FDOT FM NUMBER: 454708-1-94-01**

The Owner has reviewed the Bid submitted by your firm for the above described work in response to its Advertisement for Bids dated the _____ day of _____, 20____ and Instructions to Bidders.

You are hereby notified that your Bid is being considered for acceptance for the PROJECT, in the Total Amount _____, for the work, subject to the availability of federal and state funds.

You are required by the Instructions to Bidders to execute five (5) copies of the Contract Documents and furnish the required Contractor's Performance Bond, Payment Bond, evidences of all required insurance coverage and authority to execute plus satisfactory evidence of compliance with the Bid Conditions pertaining to the Disadvantaged Business Enterprise Program within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Contract Documents and to furnish said Bonds and other required documents and information within the time specified, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Intent to Award to the Owner.

Dated this ____ day of _____, 20____.

City of Ormond Beach
Owner

By: _____
Steven Lichliter, Airport Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Intent
to Award is hereby acknowledged by:

on this ____ day of _____, 20____.

Signed: _____
(name) (title)

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NOTICE TO PROCURE

DATE:

TO: _____

PROJECT: **ORMOND BEACH MUNICIPAL AIRPORT
TAXIWAY BRAVO AND TAXIWAY DELTA
AIRFIELD REJUVENATION AND REMARKING
BID NUMBER: 2025-44
FDOT FM NUMBER: 454708-1-94-01**

You are hereby given notice to commence procurement of materials in accordance with

the Contract Agreement dated the _____ for the contracted work. All materials necessary for the completion of the work shall be stored on site and/or immediately available for installation in-place within thirty (30) calendar days of this Notice to Procure, unless extension has been granted by Owner in writing.

You are required to return an acknowledged copy of this Notice to Procure to the Owner.

City of Ormond Beach
Owner

By: _____
Steven Lichliter

Title: Airport Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to
Procure is hereby acknowledged by:

on this _____ day of _____ 20____.

Signed: _____

Title: _____

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NOTICE TO PROCEED

DATE: _____

TO: _____

PROJECT: **ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
BID NUMBER: 2025-44
FDOT FM NUMBER: 454708-1-94-01**

You are hereby given notice to commence Work on the Project in accordance with the Contract Agreement dated on the _____ **Day of** _____, **20**____, on or before the _____ **Day of** _____, **20**____ and you are to complete the Work within the times stipulated in the Special Provisions (**50** calendar days to substantial completion, plus **30** calendar days, final completion). The date of completion of all Work is therefore _____, **20**_____.

You are required to return an acknowledged copy of this Notice to Proceed to the Owner.

City of Ormond Beach
Owner

By: _____
Steven Lichliter

Title: Airport Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to
Proceed is hereby acknowledged by:

on this ____ day of _____ 20____.

Signed: _____

Title: _____

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FINAL RELEASE OF LIEN

CITY OF ORMOND BEACH

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum of _____ Dollars (\$ _____), paid by the City of Ormond Beach, Florida, hereinafter referred to as "Owner", receipt of which is hereby acknowledged as total compensation for performance of the below-described Contract for the Project, does hereby fully and completely discharge and release the owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties dated _____, 20____, known as **ORMOND BEACH MUNICIPAL AIRPORT AIRFIELD REJUVENATION AND REMARKING, BID NUMBER: 2025-44, FDOT FM NUMBER: 454708-1-94-01** except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the final Application for Payment and are either in arbitration or court litigation, as the case may be, in accordance with the Contract Documents.

The undersigned further covenants that subcontractors, suppliers, and material suppliers, and any or all other persons supplying materials, supplies, service or labor used directly or indirectly in the prosecution of the work provided for in the Contract, have been paid in full for all work under this contract.

The undersigned agrees to maintain in full force and effect the provisions of the Contract Documents respecting the guaranty against defective work, and any other special guaranties required by the Contract Documents, for the terms provided in the Contract Documents, which terms shall begin to run from the date specified in the Contract Documents.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20____,

WITNESSES:

CONTRACTOR

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____ 20____.

(NOTARIAL SEAL)

NOTARY PUBLIC
My Commission Expires:

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PROJECT CLOSEOUT

Project closeout is hereby 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 other sections. Time of closeout is directly related to substantial completion and, therefore, may be 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. The time variation, if any, shall be applicable to other provisions of this contract and the specifications.

PREREQUISITES TO FINAL ACCEPTANCE

A. General

Prior to requesting final payment, as required by General Conditions, complete the following and list known exceptions in request:

1. Submit final payment request with Final Release of Lien and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
2. Submit one year project warranty, equipment and materials-specific manufacturer's warranties, workmanship-maintenance bonds, maintenance agreements, final certifications, and similar documents. Certificate of Warranty form follows this page.
3. Submit lien waivers from all subcontractors and suppliers.
4. Submit consent of surety.
5. Submit red lined drawings and electronic as-built survey drawings on compact disc in AutoCAD version 2018 or later to the Engineer.

CERTIFICATE OF WARRANTY

Project Name: **ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
BID NUMBER: 2025-44
FDOT FM NUMBER: 454708-1-94-01**

Contractor: _____

Date of Substantial Completion: _____

I, _____, being the _____
_____ of _____ do hereby certify that
the one (1) year warranty called for in the Contract Specifications is now in force and effect until
after such time one (1) year has passed after the date of Substantial Completion.

Signed: _____

Title: _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me, a Notary Public, in and for the County and State aforesaid by

_____ duly authorized so to sign this ____ day
of

_____, 20____.

Notary Public _____

My commission expires: _____



Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

(Issued on May 24, 2023)

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CURRENT CHANGES

Item	Change
Editorial update made to the January 23, 2023 version (effective May 24, 2023)	The link on page 35 was updated to reflect changes to the Department of Labor website.
Editorial updates made to the November 17, 2022 version (effective January 23, 2023)	Pages 7, 16, 19, 20, 25, and 42 of Appendix A were edited to correct grammatical mistakes, update internal document links, and correct the name of the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

CONTRACT GUIDANCE

1. Purpose of this Document

- 1) The purpose of this document is to establish a convenient resource for Sponsors that consolidates federal contract provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program (AIP). The source of requirements addressed within this document are identified within the section for each individual clause.
- 2) **While this document is intended to assist Sponsors with their compliance efforts, it does not alter or modify the terms of any applicable statute or regulation, is not a substitute for reading the regulation and the applicability matrix, and each corresponding document section, nor does it constitute legal advice.**
- 3) Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.
- 4) For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.
- 5) Terminology:
 - a. The term **“Sponsor”** is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a “recipient” of federal assistance when receiving AIP or other FAA grant funds.
 - b. The term **“Owner”** of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.
 - c. For purposes of determining requirements for contract provisions, the term **“contract”** includes professional services, and subcontracts and supplier contracts such as purchase orders.
 - d. The term **“contractor”** is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).
 - e. The term **“bid”** is understood to mean a bid, an offer, or a proposal.
 - f. The term **“applicant”** is understood to mean the following in different contexts:
 - i. For the Equal Employment Opportunity (EEO) clause, the term **“applicant”** means an applicant for employment (whether or not the phrase, *for employment*, follows the word applicant or applicants).

- ii. For all other clauses, the term “**applicant**” means a bidder, offeror, or proposer for a contract.

2. Sponsor Actions

In general, Sponsor’s actions consistent with obligations:

- 1) Include in its procurements the provisions that are applicable to its project.
- 2) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A Sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.
- 3) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled *Applicability* advises whether a particular clause or provision has mandatory language that a Sponsor must use.
 - (a) Mandatory Language – Whenever a clause or provision has mandatory text, the Sponsor must incorporate the text of the provision without change, except where specific adaptive input is necessary (e.g., such as the Sponsor’s name).
 - (b) No Mandatory Language – For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some Sponsors may have standard procurement language that is equivalent to those federal provisions. In these cases, Sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.
- 4) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g., subcontract or sub-agreement).
- 5) Require the contractor (including all subcontractors) to incorporate the requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services.
- 6) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.
- 7) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

3. Typical Procurement Steps

The typical procurement steps in a project are:

- 1) Solicitation, Request for Bids, or Request for Proposals – This is also called the Advertisement or Notice to Bidders.
- 2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically

include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications, and related project documents.

- 3) Bid/Proposal Evaluation – Period when Sponsor tabulates, reviews, and evaluates all proposals for bid responsiveness and bidder responsibility.
- 4) Award – Point when the Sponsor formally awards the contract to the successful bidder.
- 5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement with bidder to perform services or provide goods.

4. Applicability Matrix for Contract Provisions

[Table 1](#) Matrix summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the Sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the Sponsor may incorporate references in the solicitation in lieu of including the entire text.

Sponsors are responsible for reviewing both the Matrix and each corresponding section to determine applicability of specific contract provisions.

Meaning of cell values in table below:

- Info – Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD – Provision the Sponsor must incorporate into procurement documents.

Table 1 – Applicability of Provisions

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
Access to Records and Reports	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Affirmative Action Requirement	\$10,000	REQD	Limited	REQD	Limited	Limited	n/a
Breach of Contract	\$250,000	NIS	REQD	REQD	REQD	REQD	n/a
Buy American Preferences	\$ 0	REF	Limited	REQD	REQD	Limited	n/a
(1) Buy American Statement	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(2) Construction	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(3) Equipment/Building Projects	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
Civil Rights – General	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
Civil Rights - Title VI Assurances	\$ 0	REF	REQD	REQD	REQD	REQD	REQD
(1) Notice - Solicitation	\$ 0	REQD	REQD	REQD	REQD	REQD	REQD
(2) Clause - Contracts	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
(3) Clause – Transfer of U.S. Property	\$ 0	NIS	n/a	n/a	n/a	Limited	REQD
(4) Clause – Transfer of Real Property	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(5) Clause - Construct/Use/Access to Real Property	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(6) List – Pertinent Authorities	\$0	NIS	REQD	REQD	REQD	REQD	REQD
Clean Air/Water Pollution Control	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
Contract Work Hours and Safety Standards	\$100,000	NIS	Limited	REQD	Limited	Limited	n/a
Copeland Anti-Kickback	\$ 2,000	NIS	Limited	REQD	Limited	Limited	n/a
Davis Bacon Requirements	\$ 2,000	REF	Limited	REQD	Limited	Limited	n/a
Debarment and Suspension	\$25,000	REF	REQD	REQD	REQD	Limited	n/a
Disadvantaged Business Enterprise	\$ 250,000	REQD	REQD	REQD	REQD	REQD	n/a
Distracted Driving	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
Domestic Preferences for Procurements	\$0	NIS	REQD	REQD	REQD	REQD	Info
Equal Employment Opportunity	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(1) EEO Contract Clause	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(2) EEO Specification	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
Federal Fair Labor Standards Act	\$ 0	REQD	REQD	REQD	REQD	REQD	Info
Foreign Trade Restriction	\$ 0	REQD	REQD	REQD	REQD	REQD	n/a
Lobbying Federal Employees	\$ 100,000	REF	REQD	REQD	REQD	REQD	n/a
Occupational Safety and Health Act	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	\$0	NIS	REQD	REQD	REQD	REQD	Info
Prohibition of Segregated Facilities	\$0	NIS	Limited	REQD	Limited	Limited	n/a
Recovered Materials	\$10,000	REF	Limited	REQD	REQD	Limited	n/a
Right to Inventions	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Seismic Safety	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Tax Delinquency and Felony Conviction	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Termination of Contract	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
Veteran's Preference	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a

Airport Concessions Disadvantage Business Enterprise (ACDBE) Notes:

1. Language relative to solicitation for ACDBEs does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.
2. Airport Sponsors must include the appropriate Civil Rights – Title VI language in their solicitation notices when they seek proposals for concessions.
3. For ACDBE agreements, use the column for *Non-AIP Contracts*.

APPENDIX A – CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

AFFIRMATIVE ACTION REQUIREMENT

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: **3.37%**

Goals for female participation in each trade: **6.9%**

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Ormond Beach Municipal Airport, Florida, Volusia County, City of Ormond Beach.**

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor or Consultant written notice that describes the nature of the breach and corrective actions the Contractor or Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor or Consultant must correct the breach. Owner may proceed with termination of the contract if the Contractor or Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

CIVIL RIGHTS – TITLE VI ASSURANCE

The **City of Ormond Beach**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination

because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, 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.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, 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 (1) of this clause, in the sum of \$29 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 (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner 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 (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor 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 (1) through (4) of this clause.

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor,

Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types

described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits,

apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

"General Decision Number: FL20250274 01/03/2025

Superseded General Decision Number: FL20240274

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	☐ Executive Order 14026 generally applies to the contract. ☐ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	☐ Executive Order 13658 generally applies to the contract. ☐ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025

SUFL2022-043 06/27/2024

	Rates	Fringes
CARPENTER.....	\$ 22.58	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 20.23	1.36
ELECTRICIAN.....	\$ 24.08	3.40
IRONWORKER.....	\$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 16.18 **	0.00
LABORER: Common or General.....	\$ 15.88 **	0.85
LABORER: Mason Tender - Cement/Concrete.....	\$ 21.43	3.75
LABORER: Pipelayer.....	\$ 20.82	3.19
LABORER: Grade Checker.....	\$ 17.21 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.59	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.30	0.00
OPERATOR: Boom.....	\$ 33.61	11.50
OPERATOR: Broom/Sweeper.....	\$ 17.12 **	0.00
OPERATOR: Bulldozer.....	\$ 21.25	1.57
OPERATOR: Crane.....	\$ 31.54	0.00

OPERATOR: Grader/Blade.....	\$ 19.25	0.00
OPERATOR: Loader.....	\$ 19.05	1.99
OPERATOR: Mechanic.....	\$ 29.69	0.00
OPERATOR: Milling Machine.....	\$ 20.86	1.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.27	1.13
OPERATOR: Piledriver.....	\$ 25.18	0.00
OPERATOR: Roller.....	\$ 17.45 **	0.00
OPERATOR: Scraper.....	\$ 15.54 **	0.00
OPERATOR: Screed.....	\$ 18.53	0.00
OPERATOR: Tractor.....	\$ 16.00 **	0.68
PAINTER.....	\$ 21.02	0.00
TRAFFIC CONTROL PERSON.....	\$ 15.92 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.68 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 19.46	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 20.76	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 16.55 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 18.27	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 21.50	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to

which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the

example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

Bid Information Submitted as a matter of **responsiveness**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the **City of Ormond Beach** to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **30** days from the receipt of each payment the prime contractor receives from the **City of Ormond Beach**. The prime contractor agrees further to return retainage payments to each subcontractor within **30** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur

only for good cause following written approval of the **City of Ormond Beach**. This clause applies to both DBE and non-DBE subcontractors.

The prime contractor must not terminate a DBE subcontractor listed in response to A12.3.2 (or an approved substitute DBE firm) without prior written consent of the City of Ormond Beach. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the City of Ormond Beach. Unless the City of Ormond Beach consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if the City of Ormond Beach agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the City of Ormond Beach its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City of Ormond Beach, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City of Ormond Beach should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City of Ormond Beach may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

During the performance of this contract, the Contractor agrees as follows:

(1) 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.

(2) 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.

(3) 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.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such 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 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.

(8) The Contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
- b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. “Minority” includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its

affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the

Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations

such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A1 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor /Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION OF CONTRACT

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

TERMINATION FOR CAUSE (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

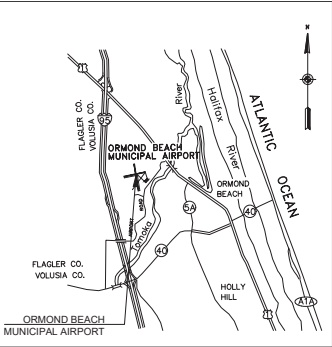
This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.



VICINITY MAP

GENERAL NOTES:

1. THE EXISTENCE AND LOCATION OF THE EXISTING UNDERGROUND FACILITIES SHOWN ON THESE DRAWINGS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS AND A CERTIFIED LAND SURVEY. ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND UTILITY FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL CONDITIONS. THE CONTRACTOR MUST TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO PERFORMING WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE.
2. THE CONTRACTOR MUST CONFIRM, BY FIELD MEASUREMENTS, THE LOCATION AND ELEVATION OF ALL IMPROVEMENTS TO BE CONSTRUCTED PRIOR TO ACTUAL CONSTRUCTION. THE CONTRACTOR MUST MAKE EXPLORATORY EXCAVATIONS TO LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO THE PLANS IF REVISIONS ARE NECESSARY DUE TO THE ACTUAL LOCATION OF THESE FACILITIES.
3. THE CONTRACTOR WILL BE RESPONSIBLE FOR AND HAVE COMPLETE CONTROL OVER THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES USED DURING CONSTRUCTION. THE CONTRACTOR MUST BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. THE CONTRACTOR WILL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR MUST DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER AND ITS AGENTS FROM ANY LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ITS AGENTS.
5. ALL WORK MUST BE IN ACCORDANCE WITH:
A. FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULARS CONCERNING SAFETY AND CONSTRUCTION ON AIRPORTS, LATEST EDITION.
B. FLORIDA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE SPECIFICATIONS, LATEST EDITION.
C. THE CITY OF ORMOND BEACH STANDARD SPECIFICATIONS AND ORDINANCES, AS APPLICABLE.
D. THE TECHNICAL SPECIFICATIONS AND CONTRACT DOCUMENTS.
E. THE CONTRACT DRAWINGS.
F. ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL CODES AND REGULATIONS.
6. UTILITY ALERT:
BEFORE BEGINNING THE WORK, THE CONTRACTOR MUST VERIFY THE LOCATION OF THE UNDERGROUND FACILITIES BY CONTACTING THE VARIOUS UTILITY COMPANIES OR AGENCIES A MINIMUM OF 72 HOURS PRIOR TO BEGINNING WORK.
7. CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO GATES RESULTING FROM CONSTRUCTION ACTIVITY.
8. THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE ENGINEER IF ANY UNDERGROUND UTILITIES ARE DAMAGED. THE CONTRACTOR WILL PROVIDE ADEQUATELY TRAINED PERSONNEL TO REPAIR ANY DAMAGED UTILITIES WITHIN 24 HOURS OF DAMAGE. DAMAGE TO NAVIGATIONAL AIDS AND/OR LIGHTING MUST BE CALLED IN AND REPAIRED IMMEDIATELY. THE AIRPORT MUST NOT ENTER NIGHTTIME WITHOUT ALL NAVAIDS AND LIGHTS OPERATIONAL. THE CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS.
9. THE CONTRACTOR MUST RESTORE THE SITE TO ITS ORIGINAL (OR BETTER) CONDITION PRIOR TO COMPLETION OF THE PROJECT. THIS MEANS THAT ALL DISTURBED AREAS OUTSIDE THE PROJECT LIMITS MUST RECEIVE AS A MINIMUM, SEED & MULCH OR SOD. IN ADDITION ALL PROVISIONS OF THE CONTRACT WILL REMAIN IN EFFECT, AND MAINTENANCE OF TRAFFIC ON THE AIRPORT AND SAFETY PRECAUTIONS MUST BE PERFORMED ON A DAILY BASIS. ANY SECONDARY HAUL ROUTES MAY BE USED ONLY DURING SPECIAL CONSTRUCTION OPERATIONS AND BY PERMISSION ONLY. CONTRACTOR MUST COORDINATE WITH THE RESIDENT PROJECT REPRESENTATIVE FOR DIRECTION.

ORMOND BEACH MUNICIPAL AIRPORT

ORMOND BEACH, FLORIDA

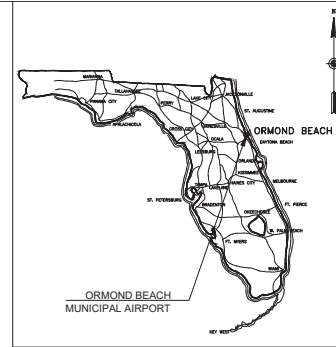


AIRFIELD REJUVENATION AND REMARKING

FDOT NO. 454708-1-94-01
HOYLE TANNER NO. 24.008701.01

BID NO. 2025-44

MARCH 2025



LOCATION MAP

BOARD OF CITY COMMISSIONERS

Jason Leslie, Mayor
Lori Tolland, Zone 1, Deputy Mayor
Travis Sargent, Zone 2
Kristin Deaton, Zone 3
Harold Briley, Zone 4

CITY ADMINISTRATION

Joyce Shanahan, City Manager
Shawn Finley, Public Works Director
Alex Schumann, City Engineer
Steven Lichliter, Airport Manager

PE STAMP

100% SUBMITTAL

		ORMOND BEACH, FL ORMOND BEACH MUNICIPAL AIRPORT	
		G1.1 - TITLE SHEET	
		SCALE: NOT TO SCALE DATE: MARCH, 2025	PROJECT NO. PRJ# 24-068701.01 DRAWING NO. G1.1

SUMMARY OF QUANTITIES

DRAWING INDEX		
DRAWING NUMBER	DRAWING TITLE	SHEET NO.
G1.1	TITLE SHEET	1
G1.2	DRAWING INDEX AND LEGEND	2
G1.3	GENERAL SAFETY NOTES AND DETAILS	3
G1.4	GENERAL SAFETY AND PHASING PLAN	4
G1.5	PHASING PLAN – PHASE 1 AND 2	5
G1.6	PHASING PLAN – PHASE 1, 2 AND 3	6
G1.7	PHASING PLAN – PHASE 1, 2, 3 AND 4	7
DE1.1	DEMOLITION PLAN	8
RE1.1	REJUVENATION PLAN	9
MK1.1	MARKING PLAN: RW 9–27 AND TAXIWAY ALPHA	10
MK1.2	MARKING PLAN: RW 9–27 AND TAXIWAY ALPHA	11
MK1.3	MARKING PLAN: RW 17–35, TAXIWAYS GOLF AND FOXTROT	12
MK1.4	MARKING PLAN: RW 17–35 AND TAXIWAY GOLF	13
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MK1.7	MARKING PLAN: EAST AND WEST RAMPS	16
MK2.1	MARKING DETAILS	17
MK2.2	MARKING DETAILS	18

BID SCHEDULE A - AIP-ELIGIBLE REMARK RUNWAY 9-27 AND REMARK AND REJUVENATE TAXIWAY ALPHA AND TAXIWAY CHARLIE				
SPEC ITEM	DESCRIPTION (BID WRITTEN IN WORDS)	UNIT	QTY	AS-BUILT
NO.			QTY	
C-105-1	MOBILIZATION	LS	1	
C-105-2	MAINTENANCE OF TRAFFIC	LS	1	
P-620-1	RUNWAY/TAXIWAY PAINT - YELLOW	SF	23,300	
P-620-2	RUNWAY/TAXIWAY PAINT - BLACK	SF	48,000	
P-620-3	RUNWAY/TAXIWAY PAINT - WHITE	SF	33,645	
P-632-1	ASPHALT REJUVENATION, INCLUDING SURFACE PREPARATION, AND QUALITY CONTROL TESTING	GAL	2,450	
BID SCHEDULE B - NON AIP-ELIGIBLE REMARK RUNWAY 17-35, TAXIWAYS ECHO, FOXTROT, AND GOLF				
SPEC ITEM	DESCRIPTION (BID WRITTEN IN WORDS)	UNIT	QTY	AS-BUILT
NO.			QTY	
C-105-1	MOBILIZATION	LS	1	
C-105-2	MAINTENANCE OF TRAFFIC	LS	1	
H-030-1	GENERAL DEMOLITION	LS	1	
P-620-1	RUNWAY/TAXIWAY PAINT - YELLOW	SF	26,720	
P-620-2	RUNWAY/TAXIWAY PAINT - BLACK	SF	58,010	
P-620-3	RUNWAY/TAXIWAY PAINT - WHITE	SF	50,000	
BID SCHEDULE C - NON AIP-ELIGIBLE AIRFIELD REJUVENATION				
SPEC ITEM	DESCRIPTION (BID WRITTEN IN WORDS)	UNIT	QTY	AS-BUILT
NO.			QTY	
C-105-1	MOBILIZATION	LS	1	
C-105-2	MAINTENANCE OF TRAFFIC	LS	1	
P-632-1	ASPHALT REJUVENATION, INCLUDING SURFACE PREPARATION, AND QUALITY CONTROL TESTING	GAL	8,820	

NO.	SUBMISSIONS	DATE
1	30% DESIGN	01/08/2025
2	90% DESIGN	3/17/2025

REVISION HISTORY			
NO.	DESCRIPTION	DATE	SHEETS AFFECTED

ENGINEER'S SEAL

PROJECT DESIGNER

**HOYLE
TANNER**

95 E. Mitchell Hammock Road
Suite 200
Oviedo, FL 32765
(407) 380-1919
www.hoyletanner.com

DESIGNED BY: CMC
DRAWN BY: CMC
CHECKED BY: ISA

DATE: JANUARY 2025

REV. NO. 24.088701.02

DRAWING NO.
G1.2

SHEET 2 OF 27

REVISIONS
NO. DATE DESCRIPTION
1 01/08/2025 30% DESIGN
2 03/17/2025 90% DESIGN
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AIRPORT BUSINESS TO REMAIN OPEN.
THE CONTRACTOR SHALL COORDINATE ANY WORK EFFORTS THAT WOULD IMPEDE AIRCRAFT ACCESS TO AIRPORT FACILITIES WITH THE AIRPORT OWNER/CITY REPRESENTATIVE AND THE ENGINEER IN ORDER TO ASSURE TIMELY COORDINATION WITH TENANTS. THE CONTRACTOR MUST MAINTAIN RADIO CONTACT WITH AIR TRAFFIC AT ALL TIMES BY MONITORING ALL FREQUENCIES.

AS FOLLOWS:
UNICOM: 123.05
ATCT GROUND: 121.625

GENERAL NOTES
REFERENCES:
FAA ADVISORY CIRCULAR NO. 150/5210-5D, PAINTING, MARKING, AND LIGHTING OF VEHICLES USED ON AN AIRPORT.

FAA ADVISORY CIRCULAR NO. 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.

FAA ADVISORY CIRCULAR NO. 150/5340-1M, STANDARDS FOR AIRPORT MARKINGS.

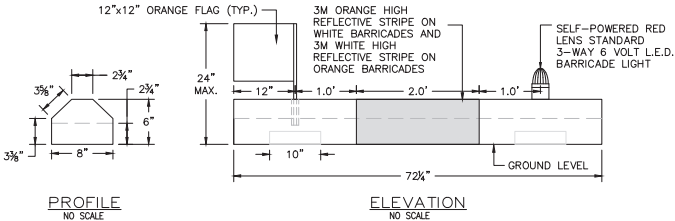
FEDERAL AVIATION ADMINISTRATION PARTS 77, 139, & 157 (WHEN APPLICABLE)

REFER TO PROJECT CONTRACT DOCUMENTS FOR ADDITIONAL INFORMATION.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FOLLOWING DOCUMENTS:
VOLUME 1, CONTRACT DOCUMENTS, SUMMARY OF WORK AND PROJECT REQUIREMENTS
VOLUME 2, TECHNICAL SPECIFICATIONS

- ALL AIRCRAFT TRAFFIC ON ACTIVE RUNWAYS, TAXIWAYS, AND APRONS SHALL HAVE PRIORITY AND RIGHT-OF-WAY OVER CONTRACTOR'S TRAFFIC. NO MEN OR EQUIPMENT ARE ALLOWED WITHIN 62' OF AN ACTIVE TAXIWAY CENTERLINE, 250' OF ACTIVE RUNWAY CENTERLINE, OR AS DIRECTED BY THE OWNER.
- LIGHTED BARRICADES SHALL BE PROVIDED BY THE CONTRACTOR TO DIRECT AIRCRAFT AWAY FROM CONSTRUCTION AREAS, AS SHOWN ON THE PLANS, WORK AREAS AND DETOURS FOR TAXING AIRCRAFT SHALL BE BARRICADED NIGHT AND DAY AS DIRECTED. BARRICADES SHALL BE BRIGHTLY COLORED AND MAX. 24" HIGH. THEY SHALL BE PLACED NOT CLOSER THAN 2' NOR FARTHER THAN 10' FROM ANY PAVEMENT EDGE UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- BARRICADES SHALL BE SECURED AGAINST WIND AND AIRCRAFT PROP BLASTS BY WEIGHTING OR NAILING INTO PAVEMENT.
- NONE OF THE CONTRACTOR'S VEHICLES SHALL BE ALLOWED TO CROSS AN ACTIVE RUNWAY EXCEPT AS NOTED AND PROVIDED IN PROJECT CONTRACT DOCUMENTS, REFERENCED FAA ADVISORY CIRCULARS, AND THESE PLANS.
- CONTRACTOR SHALL MAINTAIN AIRCRAFT ACCESS TO EXISTING BUSINESS AREAS AT ALL TIMES DURING CONSTRUCTION.
- NO RUNWAY, TAXIWAY, APRON, OR AIRPORT ROADWAY SHALL BE CLOSED WITHOUT WRITTEN APPROVAL FROM THE AIRPORT OWNER WHO WILL THEN FILE THE NECESSARY "NOTICES TO AIRMEN" (NOTAMS) AND/OR ADVISORIES. REQUESTED CLOSINGS SHALL BE DIRECTED TO THE AIRPORT MANAGER. NOTAMS REQUIRE 48 HOURS NOTICE.
- MATERIALS DELIVERY TO THE SITE: ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE WORK SITE WILL USE THE HAUL ROUTE AND CONTRACTOR'S STAGING AREA AT THE AIRPORT. THIS SHOULD PRECLUDE DELIVERY TRUCKS FROM TAKING SHORT CUTS THROUGH THE AIRFIELD AND ENTERING INTO AIRCRAFT OPERATIONS AREAS INADVERTENTLY.
- AFTER THE JOB IS COMPLETED, THE CONTRACTOR SHALL RESTORE THE MATERIAL STORAGE, EQUIPMENT AREAS, AND ALL DISTURBED AREAS TO PRE-EXISTING CONDITIONS AT NO ADDITIONAL COST TO THE OWNER.
- STATE AND LOCAL HIGHWAY LOAD LIMITS APPLY ON ALL HAUL ROUTES. ALL HAUL ROUTES SHALL BE RESTORED TO ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ALL RUNWAYS, TAXIWAYS AND AIRPORT ROADS SWEEP CLEAN OF ANY DEBRIS INTRODUCED BY HIS/HER CONSTRUCTION EQUIPMENT. ANY LIABILITY OR EXPENSES RESULTING FROM FOREIGN OBJECT DAMAGE TO AIRCRAFT FOUND TO BE CAUSED BY THE CONTRACTOR OR HIS SUBS SHALL BE BORNE SOLELY BY THE CONTRACTORS.
- TEMPORARY DIRECTIONAL SIGNS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR WHICH WILL CAREFULLY ROUTE AIRCRAFT TRAFFIC AWAY FROM BARRICADED AREAS AND TO/FROM THE EXISTING APRON AND FBO AREAS, AS DIRECTED BY THE AIRPORT MANAGER AND SHOWN ON THESE PLANS (AS APPLICABLE). SIGNS SHALL BE SIZED AND COLORED SIMILARLY TO EXISTING PERMANENT GUIDANCE SIGNS, ALTHOUGH WOOD AND PAINT WILL BE ACCEPTABLE AND LIGHTING IS NOT REQUIRED. INSCRIPTIONS SHALL BE APPROVED BY THE ENGINEER PRIOR TO FABRICATION & USE. ALL TEMPORARY GUIDANCE SIGNS SHALL BE SECURED FROM WINDS OR PROP/JET BLASTS BY WEIGHTING WITH SAND BAGS.
- ALL CONTRACTOR VEHICLES THAT ARE AUTHORIZED TO OPERATE ON THIS AIRPORT OUTSIDE OF THE DESIGNATED CONSTRUCTION AREA LIMITS OR HAUL ROUTES AS SPECIFIED ON THE PLANS AND IN THE ACTIVE AIRCRAFT OPERATIONAL AREAS (AOA), SHALL DISPLAY IN FULL VIEW ABOVE THE VEHICLE A 3x3' OR LARGER ORANGE AND WHITE CHECKERBOARD FLAG WITH EACH CHECKERBOARD COLOR BEING 1' SQUARE. ANY VEHICLE OPERATING IN THE ACTIVE AOA SHALL BE EQUIPPED WITH A FLASHING AMBER (YELLOW) DOME TYPE LIGHT, MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO LOCAL CODES FOR MAINTENANCE AND EMERGENCY VEHICLES.

- ANY CONSTRUCTION ACTIVITY WITHIN 250' OF ACTIVE RUNWAY CENTERLINE OR 62' FROM AN ACTIVE TAXIWAY CENTERLINE OR OPEN EXCAVATIONS IN EXCESS OF 3' DEEP WITHIN THE ABOVE AREAS WILL REQUIRE CLOSURE OF THE AFFECTED RUNWAY, OR TAXIWAY, UNLESS OTHERWISE APPROVED BY THE AIRPORT MANAGER. ONLY ONE RUNWAY OR TAXIWAY CAN BE CLOSED AT A TIME AND ONLY AT THE APPROVAL OF THE AIRPORT MANAGER. THE CONTRACTOR MUST NOTIFY THE ENGINEER, OWNER REPRESENTATIVE, AND AIRPORT MANAGER A MINIMUM OF 48 HOURS PRIOR TO CLOSURE OF ANY RUNWAY.
- CONTRACTOR'S VEHICLES THAT ARE REQUIRED TO CROSS ACTIVE RUNWAYS, TAXIWAYS, AND APPROACH RUNWAY PROTECTION ZONES SHALL DO SO UNDER THE DIRECT CONTROL OF A FLAGMAN. THE FLAGMAN SHALL BE TRAINED AND INSTRUCTED BY THE AIRPORT MANAGER AND/OR ENGINEER IN THE REGULATIONS GOVERNING OPERATIONS OF THE AOA AND THE AIRPORT. THE FLAGMAN SHALL BE FURNISHED BY THE CONTRACTOR AND POSSESS A RADIO TUNED TO FREQUENCY 121.625. ALL AIRCRAFT TRAFFIC ON RUNWAYS AND TAXIWAYS SHALL ALWAYS HAVE PRIORITY OVER CONTRACTOR'S TRAFFIC. THE CONTRACTOR SHALL APPROACH THE FIELD ENGINEER FOR INSTRUCTION, PRIOR TO VEHICLE ENCRoACHMENT.
- CONTRACTOR'S STOCKPILE AREA FOR EXCESS CONSTRUCTION MATERIAL TO BE USED ONLY DURING CONSTRUCTION OF THIS PROJECT. ALL MATERIAL NOT ACCEPTED BY THE OWNER SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND MUST BE DISPOSED OF FROM THE SITE AT NO ADDITIONAL COST TO THE OWNER UNLESS OTHERWISE APPROVED IN WRITING.
- ANY WORK ASSOCIATED WITH THIS PROJECT THAT IS LOCATED WITHIN 250' OF ACTIVE PORTIONS OF RUNWAY OR WITHIN 62' OF ANY TAXIWAY WILL REQUIRE TEMPORARY CLOSING OF THE ASSOCIATED RUNWAY AND TAXIWAY. SEE THE PROJECT PHASING PLANS FOR MORE DETAILED INSTRUCTIONS ON CONSTRUCTION SEQUENCING AND AIR OPERATIONS AREA (AOA) CLOSURE(S). TEMPORARY LIGHTED BARRICADES SHALL BE CONSTRUCTED AT THE LOCATIONS SHOWN ON THE PHASING PLANS.
- THE SITE AND SAFETY PLAN IS PART OF THE CONSTRUCTION CONTRACT WHEN EXECUTED BY ALL CONCERNED PARTIES.
- ALL MATERIALS, MEN & EQUIPMENT SHALL BE MARSHALED BY THE CONTRACTOR ONTO AIRPORT PROPERTY VIA THE CONTRACTOR'S HAUL ROUTE(S) SHOWN ON THIS PLAN. NO OTHER ENTRANCES ARE APPROVED FOR CONSTRUCTION ACCESS. ONCE THROUGH THE GATE, THE CONTRACTOR SHALL PROVIDE ONE OR MORE PERSONNEL WITH AN AIRPORT RADIO, LIGHTED AND FLAGGED VEHICLE TO ESCORT ALL CONTRACTOR TRAFFIC ACROSS ANY ACTIVE AIRPORT AREAS.
- CONTRACTOR'S VEHICLE TRAFFIC SHALL BE COORDINATED WITH THE ENGINEER'S REPRESENTATIVE IN THE FIELD AND THE OWNER.
- THE SITE AND SAFETY PLAN DOES NOT RELINQUISH THE CONTRACTOR FROM ANY RESPONSIBILITY CONCERNING SAFETY ON AIRPORT PROPERTY. ULTIMATE RESPONSIBILITY RESTS UPON THE CONTRACTOR AT ALL TIMES WITH REGARD TO THE CONTRACTOR'S ACTIVITIES, INCLUDING ANY INCIDENTS OR ACCIDENTS FOUND TO RESULT FROM THESE CONSTRUCTION ACTIVITIES.
- NO ADDITIONAL PAYMENT SHALL BE MADE FOR THE WORK SHOWN ON THIS PLAN. ALL WORK FOR PROJECT PHASING AND SAFETY SHALL BE INCLUDED IN OTHER WORK ITEMS.
- ALL SECURITY/ACCESS GATES SHALL REMAIN CLOSED AND LOCKED AT ALL TIMES (INCLUDING HAULING PROCEDURES) UNLESS CONTROLLED BY A DEDICATED FLAG PERSON PROVIDED BY THE CONTRACTOR.
- INSPECTION BY OPERATIONS - PRIOR TO OPENING FOR AIRCRAFT USE, THE ENGINEER WILL ARRANGE FOR INSPECTION BY AIRPORT OPERATIONS OF ANY TAXIWAY OR RUNWAY THAT HAS BEEN CLOSED FOR WORK, OR THAT HAS BEEN USED FOR A CROSSING POINT OR HAUL ROUTE BY THE CONTRACTOR.
- ALL SECURITY/ACCESS GATES SHALL REMAIN CLOSED AND LOCKED AT ALL TIMES (INCLUDING HAULING PROCEDURES) UNLESS CONTROLLED BY A DEDICATED FLAG PERSON PROVIDED BY THE CONTRACTOR.
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- CONTRACTOR IS REQUIRED TO HAVE A PERSON ON CALL 24-HOURS A DAY FOR EMERGENCY MAINTENANCE OF AIRPORT LIGHTING AND BARRICADES. CONTRACTOR MUST FILE THE CONTACT PERSON'S NAME WITH AIRPORT OPERATIONS. WHENEVER CONTRACTOR'S EMPLOYEES ARE ON SITE WORKING, THE CONTRACTOR'S SUPERINTENDENT SHALL BE ACCESSIBLE VIA 800MHZ RADIO.
- CONTRACTOR SHALL PROVIDE AN EMERGENCY NOTIFICATION LIST (24-HOUR CONTACT LIST) WHICH IDENTIFIES THE SUPERINTENDENT AND ALL SUBCONTRACTOR SUPERVISORS/LEADS.
- EXCESS/UNSUITABLE MATERIAL WILL BE REMOVED FROM AIRPORT PROPERTY AT NO ADDITIONAL COST TO THE OWNER.



- NOTES:
- BARRICADE CONSTRUCTED OF HIGH IMPACT, UV-RESISTANT POLYETHYLENE AS MANUFACTURED BY NEUBERT AERO CORP. (1-877-NAC-ARPT) OR SIMILAR APPROVED EQUAL.
 - EACH UNIT SHALL INCLUDE RED STANDARD 3-WAY LIGHT, 12\"/>

TYPICAL WATER BARRICADE
N.T.S.

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GENERAL SAFETY NOTES AND
DETAILS

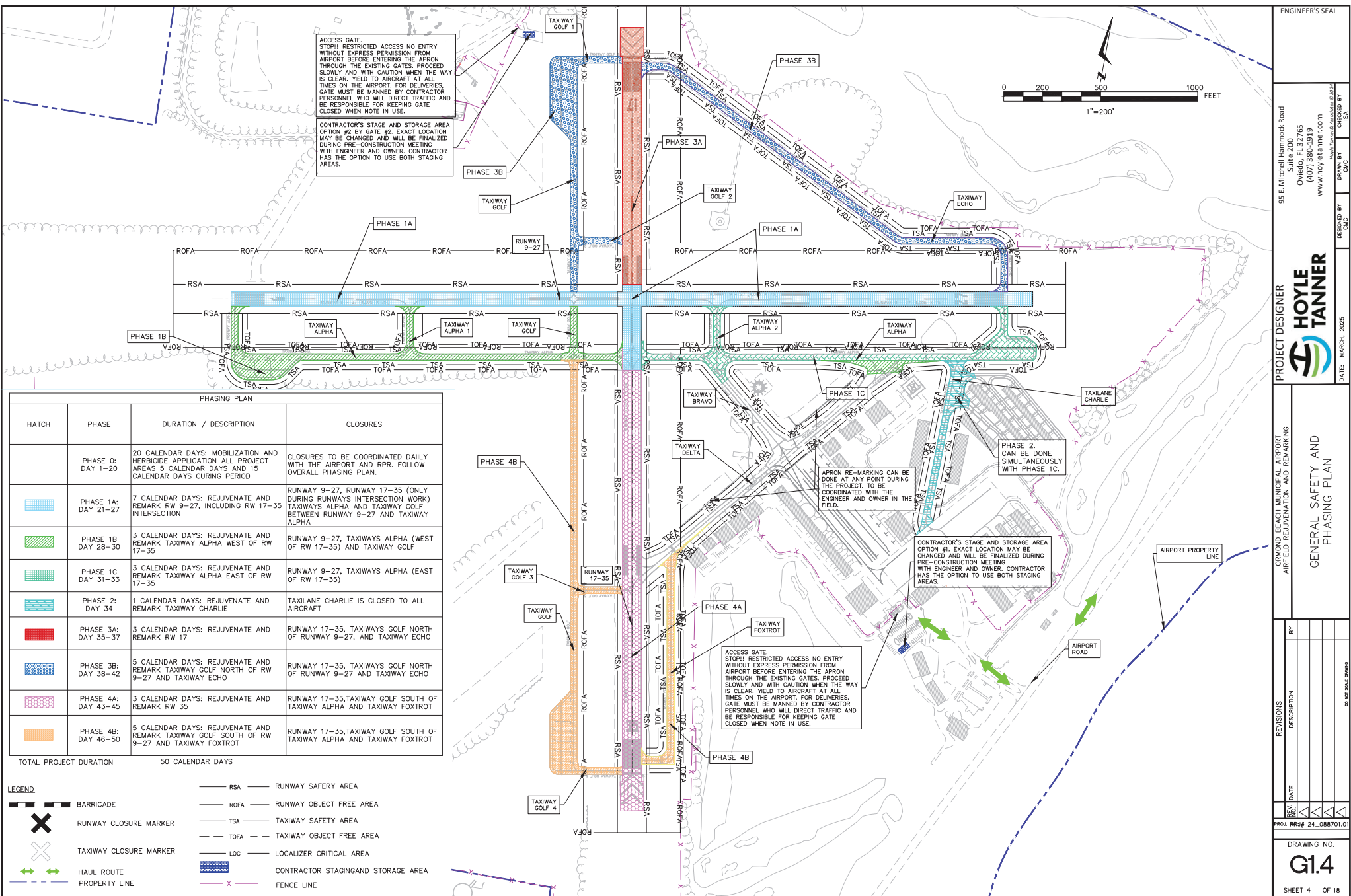
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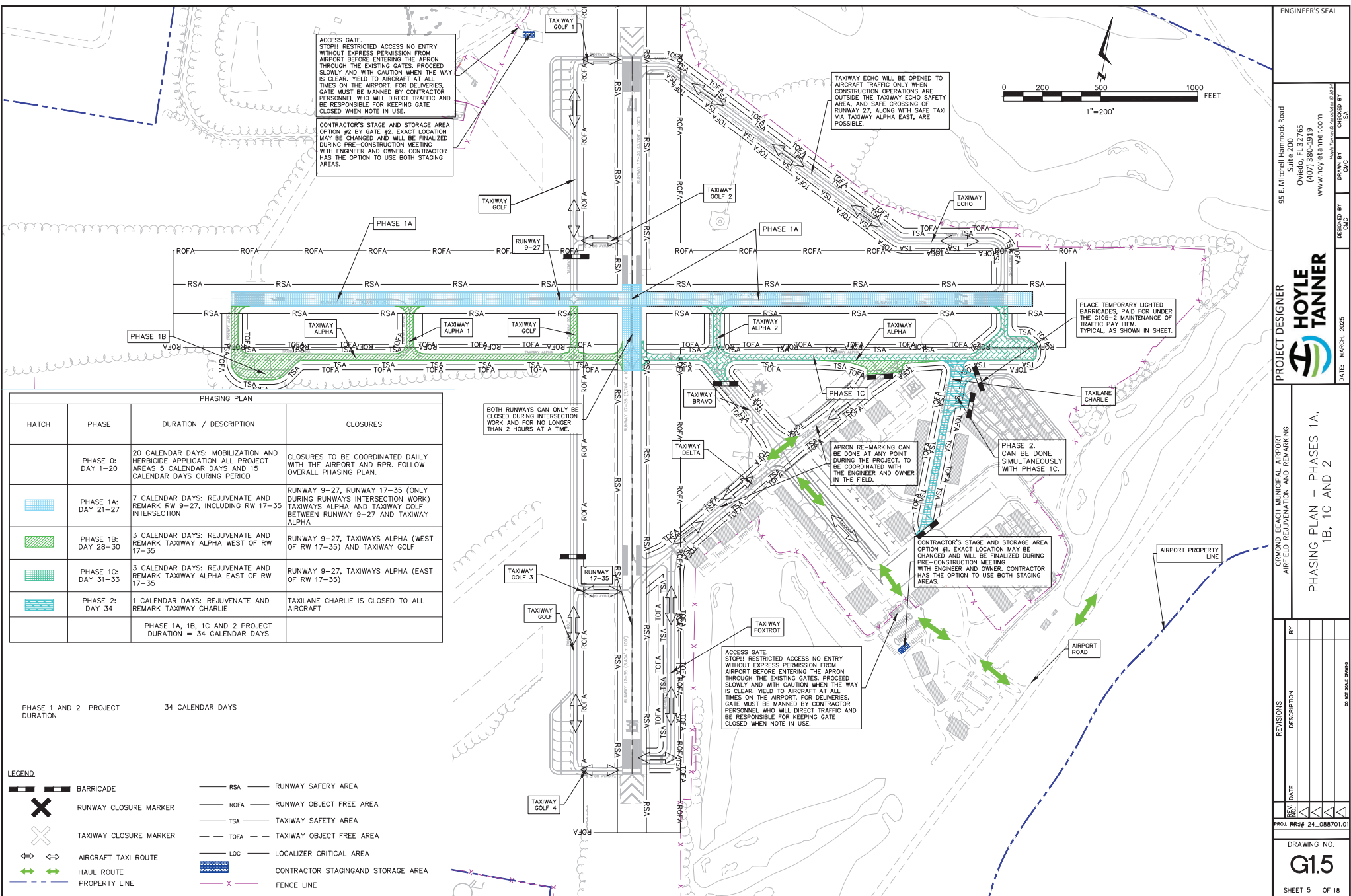
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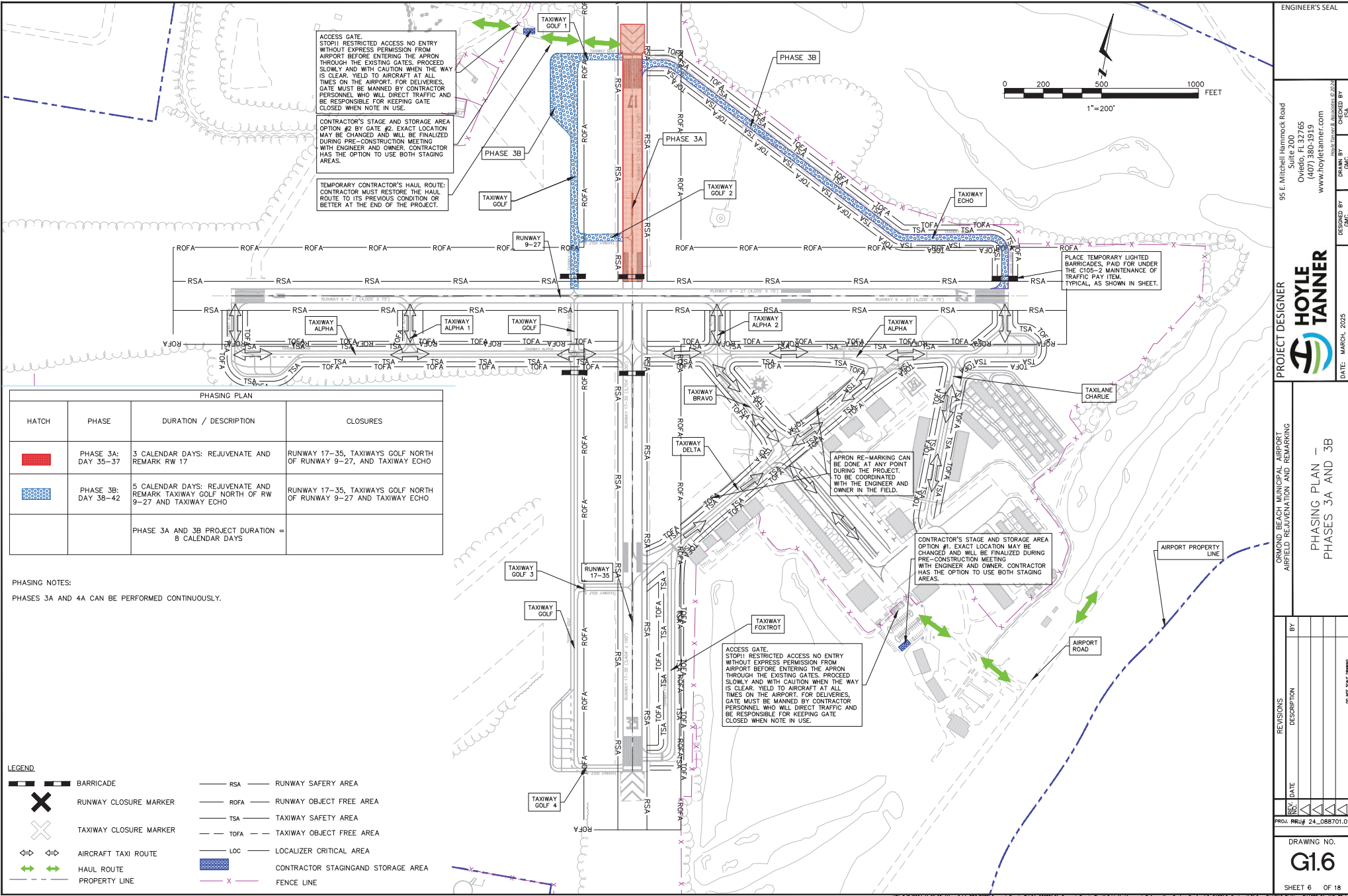
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PHASING PLAN			
HATCH	PHASE	DURATION / DESCRIPTION	CLOSURES
	PHASE 3A: DAY 35-37	3 CALENDAR DAYS: REJUVENATE AND REMARK RW 17	RUNWAY 17-35, TAXIWAYS GOLF NORTH OF RUNWAY 9-27, AND TAXIWAY ECHO
	PHASE 3B: DAY 38-42	5 CALENDAR DAYS: REJUVENATE AND REMARK TAXIWAY GOLF NORTH OF RW 9-27 AND TAXIWAY ECHO	RUNWAY 17-35, TAXIWAYS GOLF NORTH OF RUNWAY 9-27 AND TAXIWAY ECHO
	PHASE 3A AND 3B PROJECT DURATION = 8 CALENDAR DAYS		

PHASING NOTES:
PHASES 3A AND 4A CAN BE PERFORMED CONTINUOUSLY.

- LEGEND**
- BARRICADE
 - RUNWAY CLOSURE MARKER
 - TAXIWAY CLOSURE MARKER
 - AIRCRAFT TAXI ROUTE
 - HAUL ROUTE
 - PROPERTY LINE
 - RSA — RUNWAY SAFETY AREA
 - ROFA — RUNWAY OBJECT FREE AREA
 - TSA — TAXIWAY SAFETY AREA
 - TOFA — TAXIWAY OBJECT FREE AREA
 - LOC — LOCALIZER CRITICAL AREA
 - CONTRACTOR STAGING AND STORAGE AREA
 - FENCE LINE

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DATE: MARCH, 2025

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DRAWN BY: CMC

CHECKED BY: CMC

APPROVED BY: CMC

CONRAD BEACH MUNICIPAL AIRPORT
AIRFIELD RECONSTRUCTION AND REMARKING

PHASING PLAN -
PHASES 3A AND 3B

REV. NO. 1

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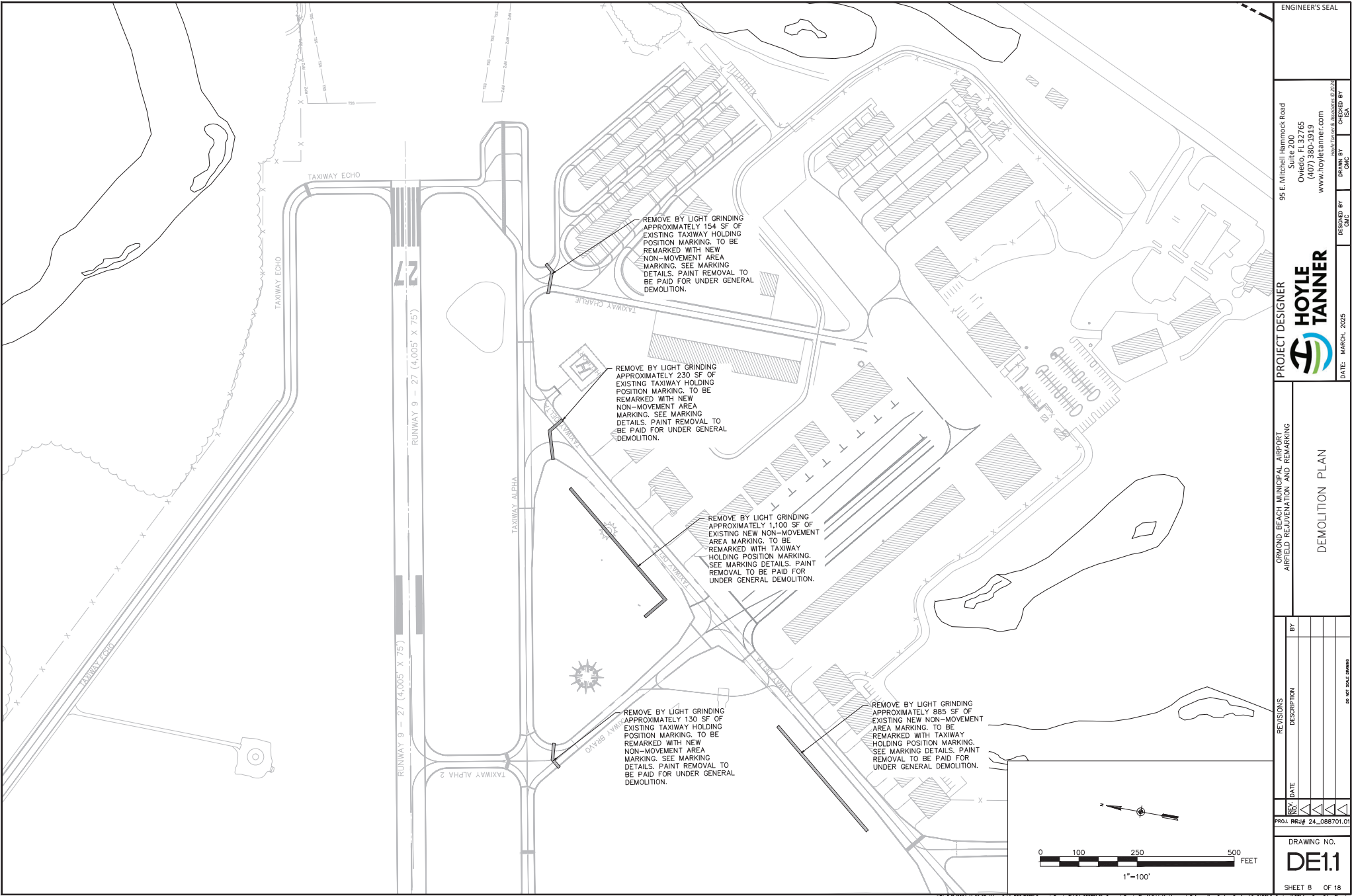
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SHEET 6 OF 18



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PROJECT: ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD RECONSTRUCTION AND REMARKING

REVISIONS

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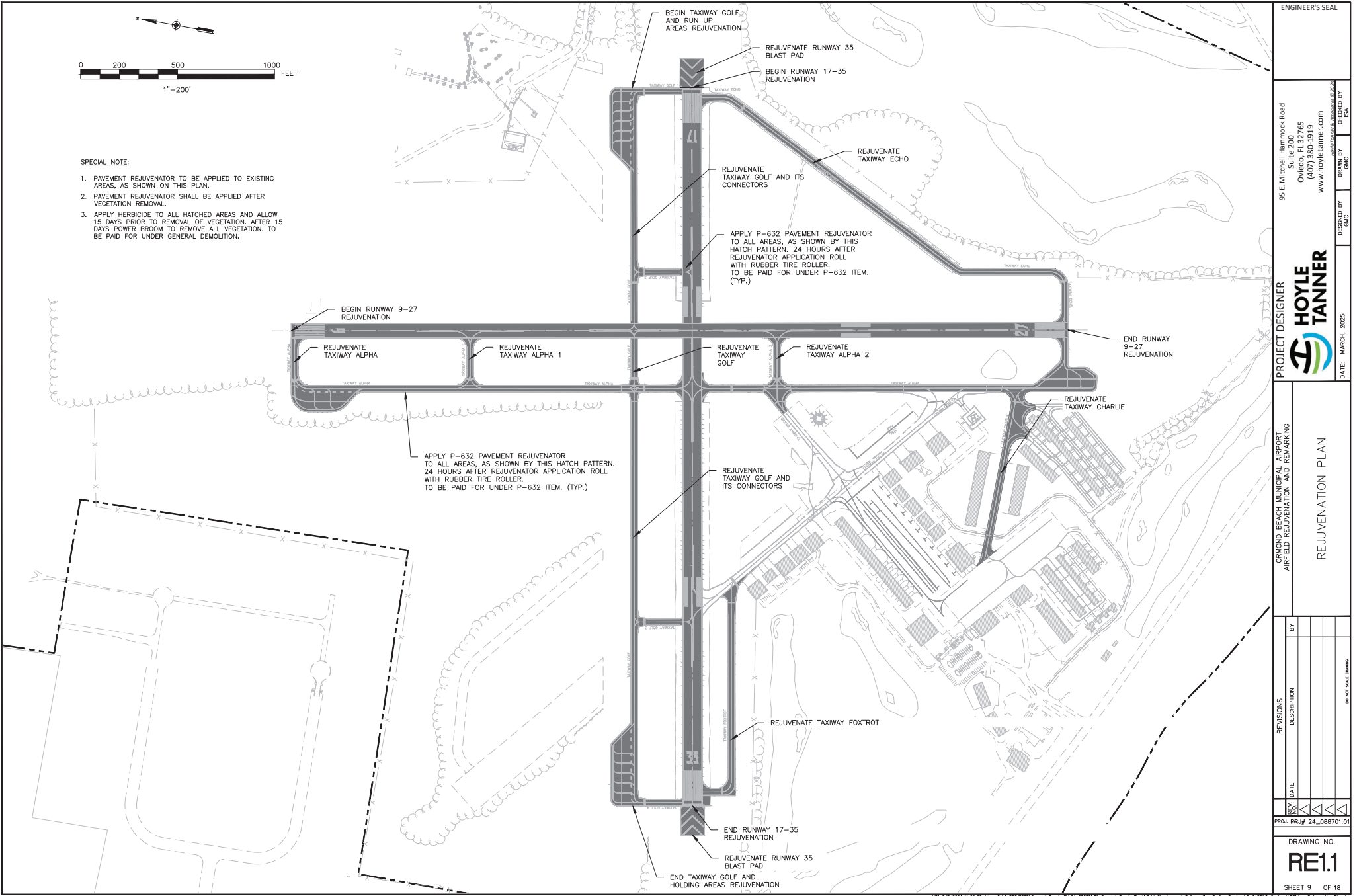
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DEMOLITION PLAN

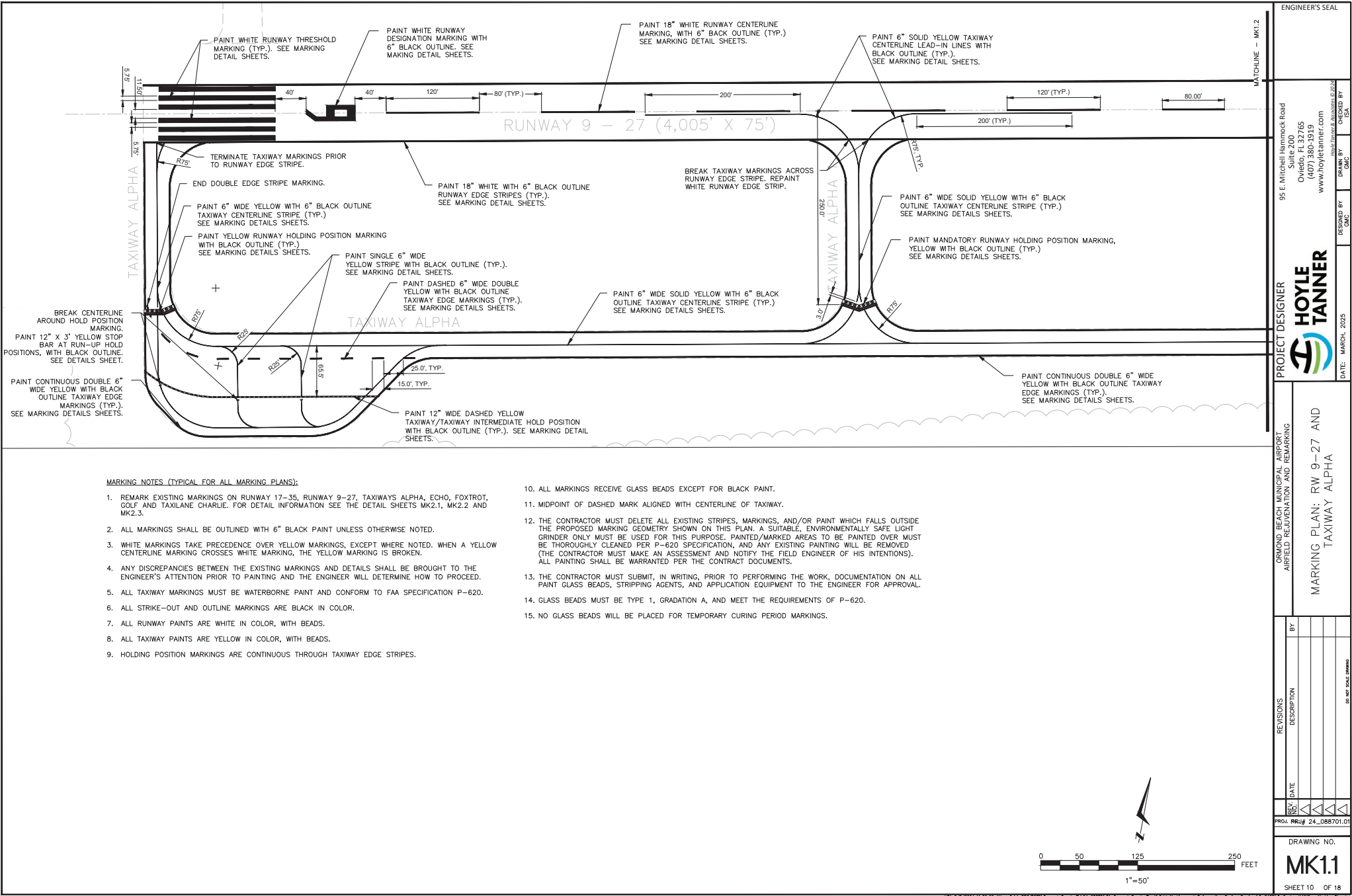
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- SPECIAL NOTE:**
1. PAVEMENT REJUVENATOR TO BE APPLIED TO EXISTING AREAS, AS SHOWN ON THIS PLAN.
 2. PAVEMENT REJUVENATOR SHALL BE APPLIED AFTER VEGETATION REMOVAL.
 3. APPLY HERBICIDE TO ALL HATCHED AREAS AND ALLOW 15 DAYS PRIOR TO REMOVAL OF VEGETATION. AFTER 15 DAYS POWER BROOM TO REMOVE ALL VEGETATION. TO BE PAID FOR UNDER GENERAL DEMOLITION.

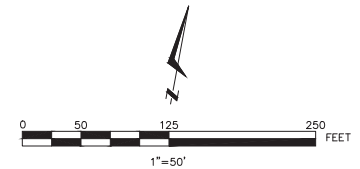
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PROJECT DESIGNER HOYLE TANNER	
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SHEET 9 OF 18	



MARKING NOTES (TYPICAL FOR ALL MARKING PLANS):

1. REMARK EXISTING MARKINGS ON RUNWAY 17-35, RUNWAY 9-27, TAXIWAYS ALPHA, ECHO, FOXTROT, GOLF AND TAXILANE CHARLIE. FOR DETAIL INFORMATION SEE THE DETAIL SHEETS MK2.1, MK2.2 AND MK2.3.
2. ALL MARKINGS SHALL BE OUTLINED WITH 6" BLACK PAINT UNLESS OTHERWISE NOTED.
3. WHITE MARKINGS TAKE PRECEDENCE OVER YELLOW MARKINGS, EXCEPT WHERE NOTED. WHEN A YELLOW CENTERLINE MARKING CROSSES WHITE MARKING, THE YELLOW MARKING IS BROKEN.
4. ANY DISCREPANCIES BETWEEN THE EXISTING MARKINGS AND DETAILS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO PAINTING AND THE ENGINEER WILL DETERMINE HOW TO PROCEED.
5. ALL TAXIWAY MARKINGS MUST BE WATERBORNE PAINT AND CONFORM TO FAA SPECIFICATION P-620.
6. ALL STRIKE-OUT AND OUTLINE MARKINGS ARE BLACK IN COLOR.
7. ALL RUNWAY PAINTS ARE WHITE IN COLOR, WITH BEADS.
8. ALL TAXIWAY PAINTS ARE YELLOW IN COLOR, WITH BEADS.
9. HOLDING POSITION MARKINGS ARE CONTINUOUS THROUGH TAXIWAY EDGE STRIPES.

10. ALL MARKINGS RECEIVE GLASS BEADS EXCEPT FOR BLACK PAINT.
11. MIDPOINT OF DASHED MARK ALIGNED WITH CENTERLINE OF TAXIWAY.
12. THE CONTRACTOR MUST DELETE ALL EXISTING STRIPES, MARKINGS, AND/OR PAINT WHICH FALLS OUTSIDE THE PROPOSED MARKING GEOMETRY SHOWN ON THIS PLAN. A SUITABLE, ENVIRONMENTALLY SAFE LIGHT GRINDER ONLY MUST BE USED FOR THIS PURPOSE. PAINTED/MARKED AREAS TO BE PAINTED OVER MUST BE THOROUGHLY CLEANED PER P-620 SPECIFICATION, AND ANY EXISTING PAINTING WILL BE REMOVED (THE CONTRACTOR MUST MAKE AN ASSESSMENT AND NOTIFY THE FIELD ENGINEER OF HIS INTENTIONS). ALL PAINTING SHALL BE WARRANTED PER THE CONTRACT DOCUMENTS.
13. THE CONTRACTOR MUST SUBMIT, IN WRITING, PRIOR TO PERFORMING THE WORK, DOCUMENTATION ON ALL PAINT GLASS BEADS, STRIPPING AGENTS, AND APPLICATION EQUIPMENT TO THE ENGINEER FOR APPROVAL.
14. GLASS BEADS MUST BE TYPE 1, GRADATION A, AND MEET THE REQUIREMENTS OF P-620.
15. NO GLASS BEADS WILL BE PLACED FOR TEMPORARY CURING PERIOD MARKINGS.



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CRANFORD BEACH MUNICIPAL AIRPORT
AIRFIELD RECONSTRUCTION AND REPAIRING

MARKING PLAN: RW 9-27 AND
TAXIWAY ALPHA

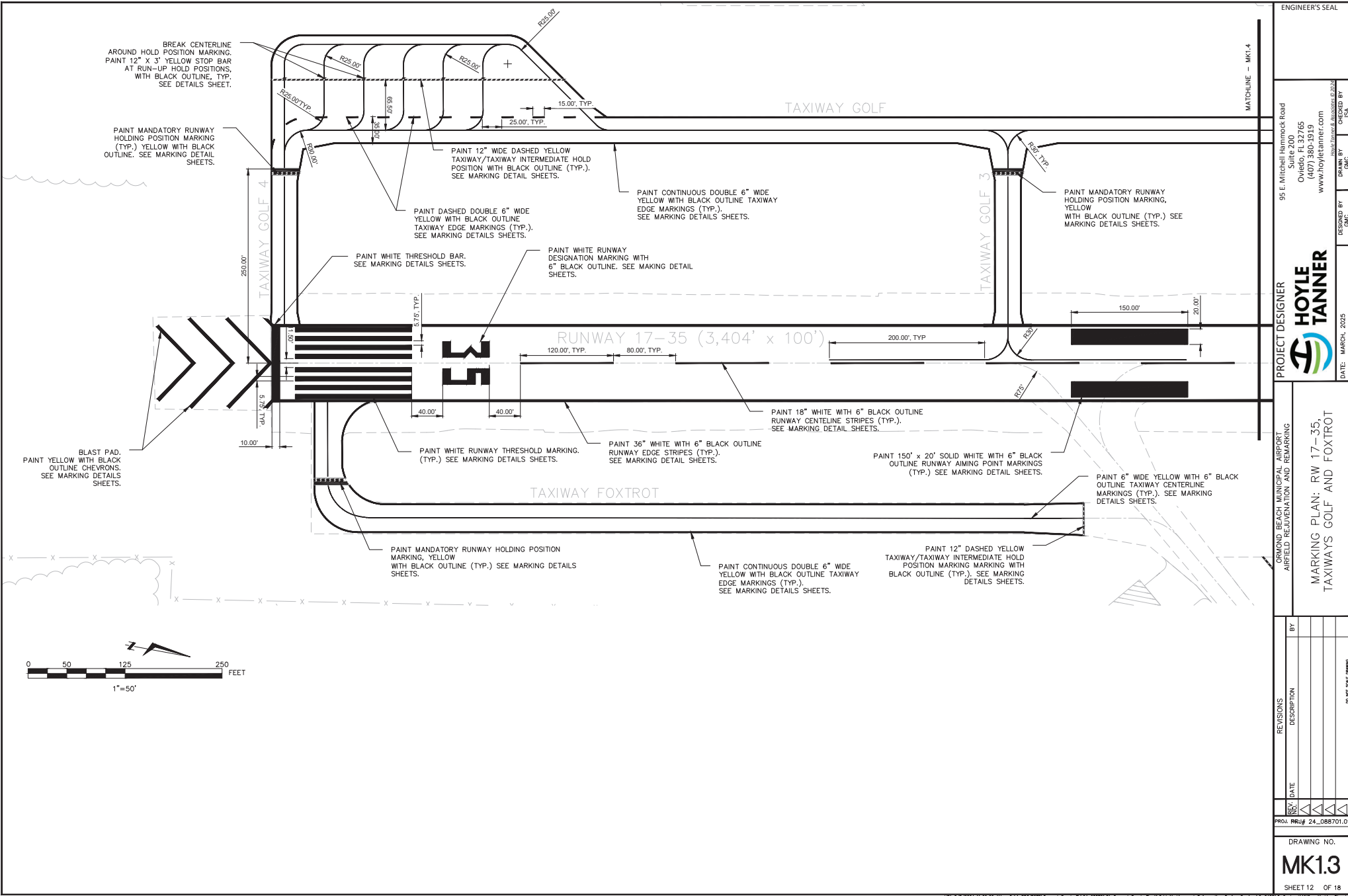
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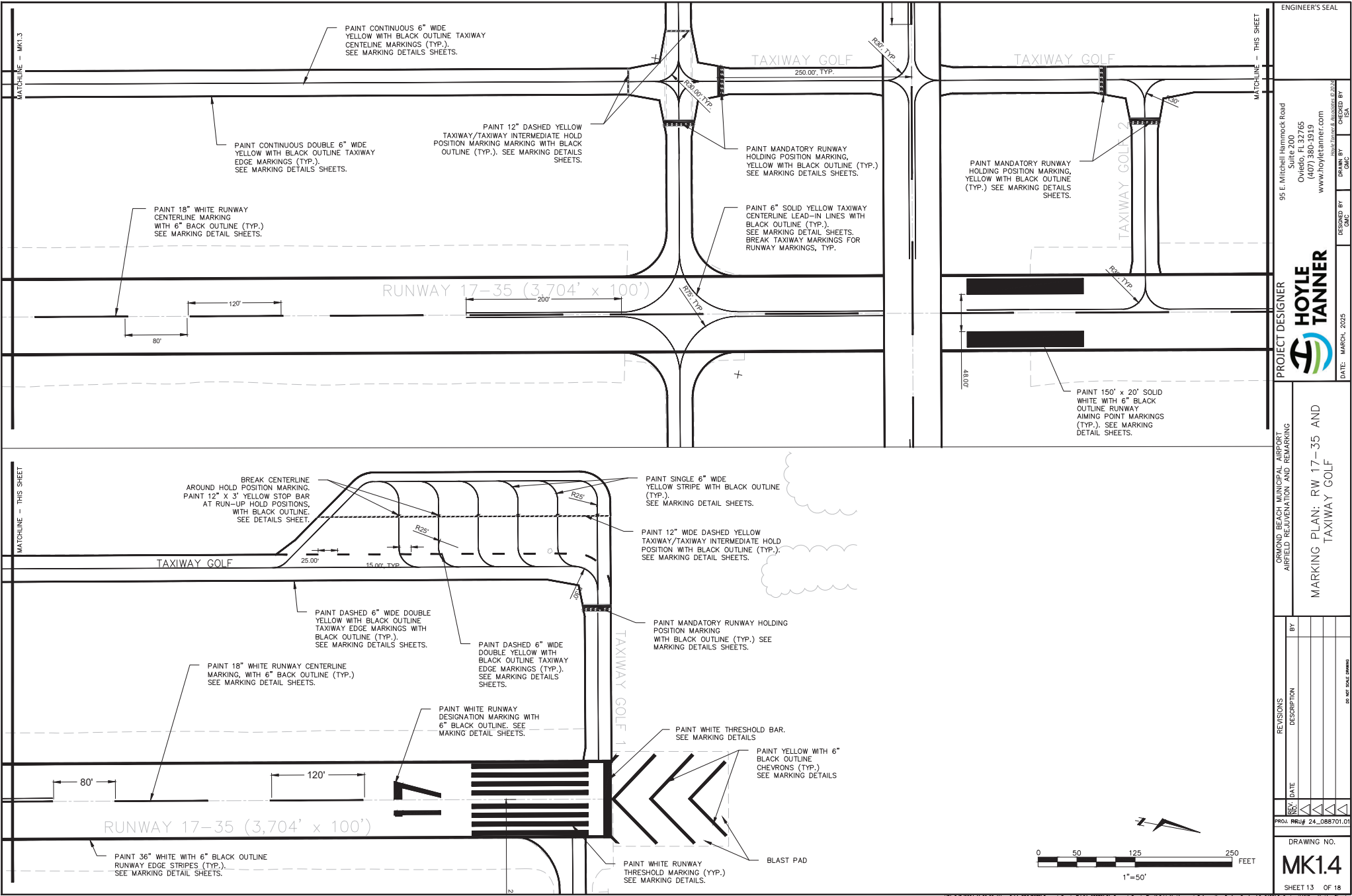
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CONRAD BEACH MUNICIPAL AIRPORT
AIRFIELD RECONSTRUCTION AND REPAIRING

MARKING PLAN: RW 17-35 AND
TAXIWAY GOLF

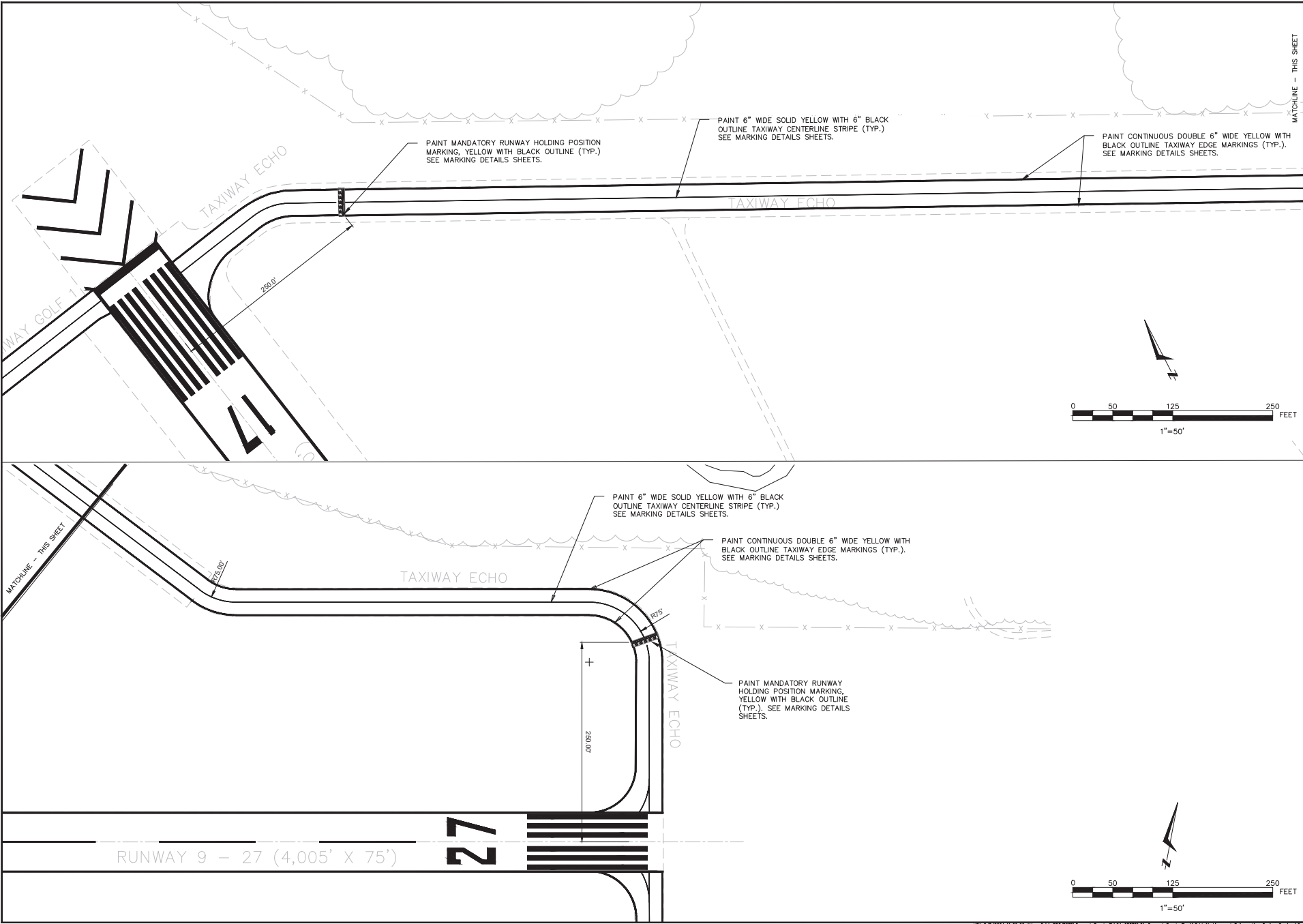
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ORANGE BEACH MUNICIPAL AIRPORT
AIRFIELD RECONSTRUCTION AND REPAIRING

MARKING PLAN: TAXIWAY ECHO

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PROJ. # 24_088701.01

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OSWALD BEACH MUNICIPAL AIRPORT
AIRFIELD RECONSTRUCTION AND REPAIRING

**MARKING PLAN: EAST AND
WEST RAMPS**

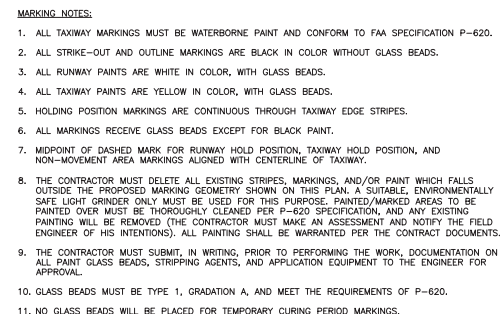
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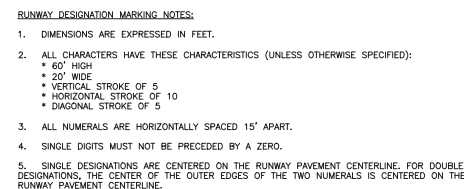
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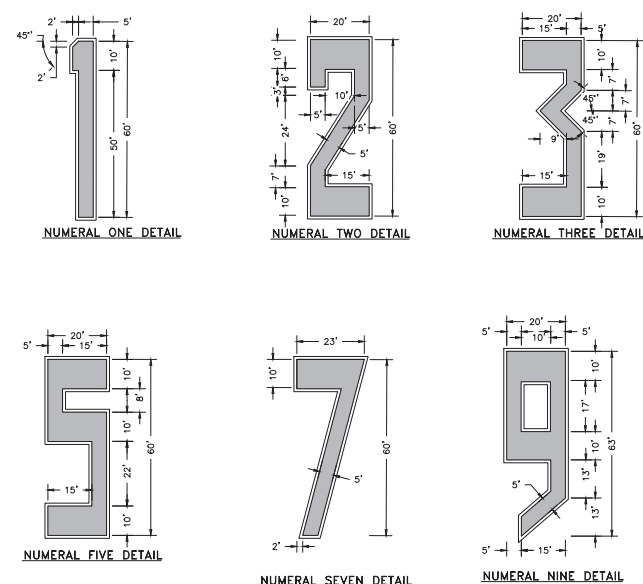


NON-PRECISION RUNWAY MARKING DETAIL
NTS



NON-PRECISION RUNWAY MARKING DETAIL

NOT TO SCALE



RUNWAY 17 MARKING DETAIL
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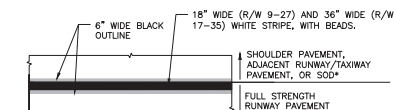
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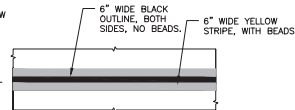
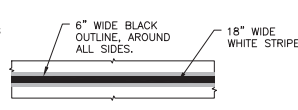
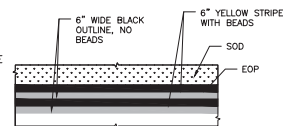
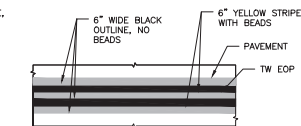
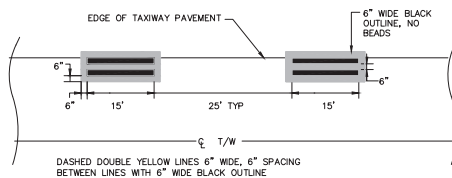
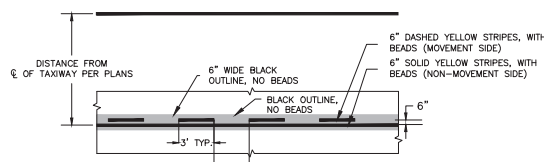
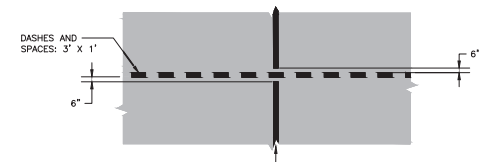
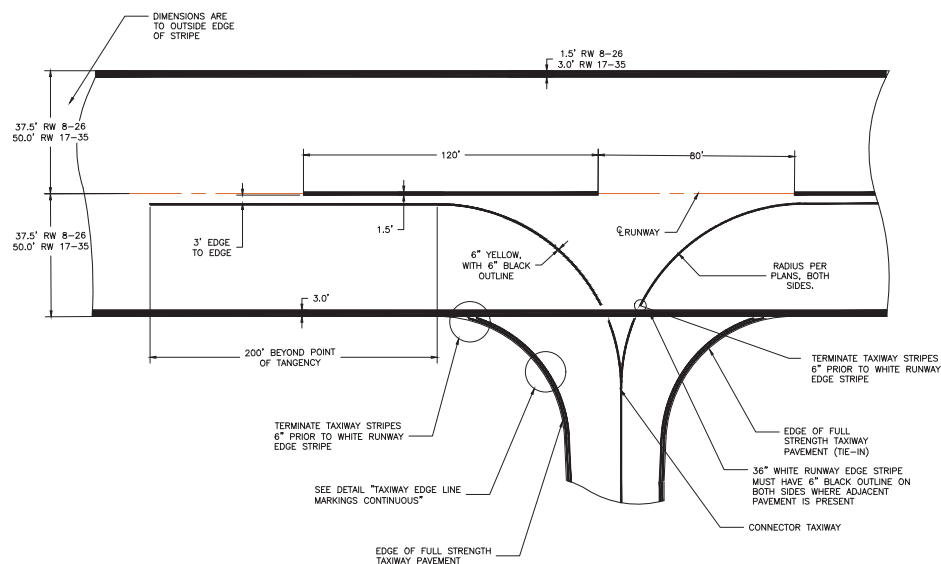
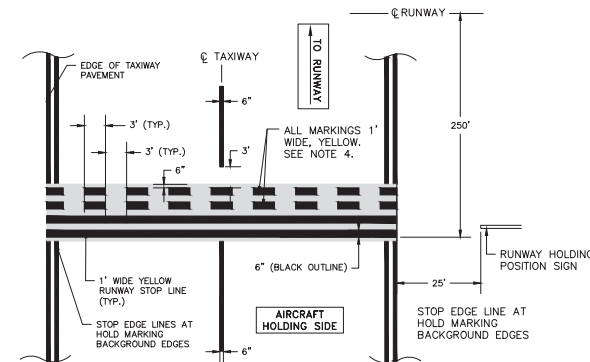
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*6" BLACK OUTLINE MUST BE ON BOTH SIDES OF RUNWAY EDGE STRIPE WHEN ADJACENT PAVEMENT IS PRESENT. WHEN THERE IS NO PAVEMENT ADJACENT TO THE FULL STRENGTH EDGE OF PAVEMENT, THE CONTRACTOR SHALL OMIT THE BLACK OUTLINE STRIPE FALLING OUTSIDE OF THE EDGE OF PAVEMENT.

RUNWAY EDGE LINE MARKING
NTS**TAXIWAY CENTERLINE MARKING**
NTS**RUNWAY CENTERLINE MARKING**
NTS**CONTINUOUS TAXIWAY EDGE MARKING**
NTS**CONTINUOUS TAXIWAY EDGE MARKING**
NTS**TAXIWAY EDGE MARKING DASHED**
NTS**NON-MOVEMENT AREA MARKING**
NTS**INTERMEDIATE HOLDING POSITION MARKING FOR TAXIWAY/TAXIWAY INTERSECTIONS**
NTS**RUNWAY TO TAXIWAY INTERSECTION DETAIL**
NTS**RUNWAY HOLDING POSITION MARKING (PAINTED ON TAXIWAYS)**
NTS

Technical Specifications

Ormond Beach, FL

Airfield Rejuvenation and Marking

Ormond Beach Municipal Airport, Florida



Hoyle Tanner Project No. 24.088701.01
FDOT FM No. 454708-1-94-01
Bid No. 2025-44

MARCH 2025

Prepared for:
THE CITY OF ORMOND BEACH



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**ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
City of Ormond Beach, Florida**

TECHNICAL SPECIFICATIONS

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8 ft Airport Low-Profile Barricade
ICOM Radio Specification

Available for download at www.faa.gov:
AC 150/5370-2G Operational Safety on Airports During Construction

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GENERAL CONTRACT PROVISIONS

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Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

Paragraph Number	Term	Definition
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.

Paragraph Number	Term	Definition
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory

Paragraph Number	Term	Definition
		to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the City of Ormond Beach .
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

Paragraph Number	Term	Definition
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.

Paragraph Number	Term	Definition
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of

Paragraph Number	Term	Definition
		aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

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Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). See **City of Ormond Beach** Bid Documents.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A non-mandatory prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. [Insert the time, date, and place of the meeting.]

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner. 2 CFR 200.325 provides that for contracts exceeding the Simplified Acquisition Threshold, the Owner should use local bonding policy and requirements provided that the FAA has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the bid guarantee shall be equivalent to 5% of the bid price. It shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has

doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 7 calendar days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 30 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

For AIP contracts, unless otherwise specified in this subsection, no award shall be made until the FAA has reviewed the Owner's recommendation to make such award in accordance with 2 CFR 200.324.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines,

grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

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Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. None.

50-05 Cooperation of Contractor. The Contractor shall be supplied with an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be

provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): AutoCAD Civil 3D and/or ASCII text file.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done

without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the

work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

50-17 Value Engineering Cost Proposal.

The provisions of this paragraph will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

On projects with original contract amounts in excess of \$100,000, the Contractor may submit to the RPR, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The value engineering cost proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a value engineering proposal.

Not eligible for value engineering cost proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project.

As a minimum, the following information shall be submitted by the Contractor with each proposal:

- a. A description of both existing contract requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each.
- b. An itemization of the contract requirements that must be changed if the proposal is adopted.
- c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes.
- d. A statement of the time by which a change order adopting the proposal must be issued.
- e. A statement of the effect adoption of the proposal will have on the time for completion of the contract.
- f. The contract items of work affected by the proposed changes, including any quantity variation attributable to them.

The Contractor may withdraw, in whole or in part, any value engineering cost proposal not accepted by the RPR, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the RPR to consider any value engineering cost proposal that may be submitted.

The Contractor shall continue to perform the work in accordance with the requirements of the contract until a change order incorporating the value engineering cost proposal has been issued. If a change order has not been issued by the date upon which the Contractor's value engineering cost proposal specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such value engineering cost proposal shall be deemed rejected.

The RPR shall be the sole judge of the acceptability of a value engineering cost proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated net savings, the RPR may disregard the contract bid prices if, in the RPR's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.

The Owner may require the Contractor to share in the Owner's costs of investigating a value engineering cost proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the Owner to deduct the cost of investigating a value engineering cost proposal from amounts payable to the Contractor under the contract.

If the Contractor's value engineering cost proposal is accepted in whole or in part, such acceptance will be by a contract change order that shall specifically state that it is executed pursuant to this paragraph. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the value engineering cost proposal or such part of it as has been accepted and shall include any conditions upon which the RPR's approval is based. The change order shall also set forth the estimated net savings attributable to the value engineering cost proposal. The net savings shall be determined as the difference in costs between the original contract costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the contract price that will divide the net savings equally between the Contractor and the Owner.

The Contractor's 50% share of the net savings shall constitute full compensation to the Contractor for the value engineering cost proposal and the performance of the work.

Acceptance of the value engineering cost proposal and performance of the work shall not extend the time of completion of the contract unless specifically provided for in the contract change order.

END OF SECTION 50

Section 60 Control of Materials

NOTE: ADDITIONS TO THE STANDARD FAA SPECIFICATION ARE SHOWN IN BOLD

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work.

Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “or equal,” the Contractor shall be required to furnish the manufacturer’s certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR office is not required for this project.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner’s permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

There are no owner furnished materials on this project. All materials shall be provided, furnished, prepared, and installed by the Contractor, as accepted by the Owner and Engineer.

END OF SECTION 60

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Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

No work by others is anticipated on this project. All work will be performed or coordinated by Contractor.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is included with this Bid Package.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the

Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

See Phasing Plans included as part of the contract drawings.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the RPR’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

Runway lighting circuits and lights, taxiway lighting circuits and lights, airfield signage and circuits, visual glidescope indicators, and ATCT vault control circuits.

Person to Contact: Steven Lichliter, Airport Manager

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. **The Contractor shall locate and flag all underground utilities prior to excavation.** The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport manager/director a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. Reference City of Ormond Beach Bid Documents.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 7 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 5 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a weekly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least [48 hours] prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

Runway and Taxiway closures will take place per phasing plans and CSPP.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for

normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
All Bid Schedules	\$904/calendar day	50 calendar days to substantial completion

The maximum construction time allowed for all Bid Schedules will be the sum of the time allowed for individual schedules but not more than 50 calendar days for substantial completion and 30 calendar days for final completion. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

- g.** Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h.** Makes an assignment for the benefit of creditors, or
- i.** For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

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Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and

Term	Description
	accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials

Term	Description
	received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighting (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or

indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Owner's payment to the prime Contractor. The percent withheld may range from 0% to 5% but in no case may it exceed 5%. When establishing a suitable retainage value that protects the Owner's interests, give consideration that the performance and payment bonds also provide similar protection of Owner interests. Owner may elect to incrementally release retainage if owner is satisfied its interest with completion of the project are protected in an adequate manner.

a. From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

- a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material,

workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

- I. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

TECHNICAL SPECIFICATIONS

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Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. -An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Payment will be made under the various pay items in the bid schedule having the prefix “C-105.”

Item C-105-1 Mobilization - per Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Non-Federal Supplement Specification

Item H-021 Portable Closure Marker (RCM)

DESCRIPTION

021-1.1 It is the intent of these specifications on all points, whether or not covered herein, to supply a runway closure marker to indicate to inbound aircraft that the marked runway is closed.

GENERAL

021-2.1 The PORTABLE RUNWAY CLOSURE MARKER (RCM) must be designed

to form a lighted X which contains twenty-one (21) 90 watt par 38, 10 degree weather proof outdoor standard base clear Halogen spot bulbs with one (1) bulb located in the center and five (5) bulbs located in each of the four (4) legs. All X panel bulbs, light sockets, wiring and connections must be enclosed in a weather resistant housing.

021-2.2 The lighted X formed when opened and operating will be 20' 6" each continuous leg and 14' 6" on the peripheral.

021-2.3 The (RCM) must collapse for transport and storage so that all parts are inside the trailer frame dimensions to prevent damage.

021-2.4 Illumination of the (RCM) will be workable in a continuous or flashing mode. This must be controlled by a SOLID STATE FLASHER. MECHANICAL FLASHERS ARE NOT ACCEPTABLE.

021-2.5 A photo cell must be used to reduce the voltage to 75 volts for nighttime operations.

021-2.6 Flash interval time will be:

Bright mode - approximately 2.5 seconds on and 2.5 seconds off

Dim mode - approximately 2.5 seconds on and 2.5 seconds off.

021-2.7 A radio interference filter will be installed with a operation frequency of 50 Hz.

021-2.8 The (RCM) must have at least two (2) lights (mounted at the backside of the upper portion of the top of the legs of the X) on the backside of the X to indicate power is being supplied to the (RCM) and to indicate that more than one (1) bulb has become inoperative.

021-2.9 The (RCM) must be designed so it can be used while still attached to the tow vehicle or have the means to stand alone

021-2.10 The (RCM) must be able to withstand winds of 40 MPH while in operational mode. THIS MUST BE DOCUMENTED.

021-2.11 The runway closure marker must be discernible from a distance of 3 to 5 miles VFR daytime and a minimum of 6 miles VFR nighttime. These distances must be determined from an aircraft using a Loran receiver. Documents substantiating these field tests by an independent third party must accompany specifications.

021-2.12 Set up time for the (RCM) must be capable of being accomplished by one person in two (2) minutes or less. This means the (RCM) can be raised and operating within this time frame.

021-2.13 The (RCM) must have the fuel capacity to run at FULL LOAD for a minimum of 120 hours without refueling.

021-2.14 The (RCM) must have the capability of being hard wired for the convenience of operating without the use of a generator for prime power.

021-2.15 All electrical components must be UL listed.

021-2.16 LIGHTED X SUPPORT FRAME (Angle Mechanism)

- A. The angle mechanism will be constructed of 2" square tubing.
- B. The angle mechanism must be capable of tilting 3 degrees from vertical and have trailer adjustments to accommodate this angle no matter what the degree of the runway.
- C. The angle mechanism will be operated by an electric actuator which will both raise and lower the mechanism with power from the generator. The actuator must be approved by the manufacture for this application. The actuator must have the following: 3,000 pound static, capacity, solenoid brake, weather proof, spur gear reduction, 30% Duty cycle motor rating.

021-2.17 LIGHTED X ASSEMBLY:

- A. The (RCM) legs will be constructed from aluminum.
- B. A locking system will be installed to secure the legs from expanding when the (RCM) is in the transport mode.

021-2.18 TRAILER:

- A. The trailer frame will be constructed from 2" square tubing.
- B. Trailer dimensions: 7'6" wide, 10' long.
- C. The trailer floor must be expanded steel to serve as a work platform for servicing personnel and to minimize the possibility of ice and snow accumulation.
- D. A 1500# axle with built-in independent Henschen type suspension or equal. Axle springs, shackles, or shock absorbers are not acceptable.
- E. 4.80 x 12" tubeless 4-ply tires, 12" wheels and fenders.
- F. 2" FAS-LOC coupling rated at 3500# GVW., with safety chains.
- G. A two inch (2") ball will be mounted at the rear of the trailer to facilitate towing of a second (RCM).
- H. Provisions to accommodate safety chains will be mounted at the rear of the trailer.
- I. D.O.T. approved brake, tail, and turn signal lights and reflectors are provided.
- J. Five (5) 2000 lb. jack stands located at each corner and tongue.

021-2.19 PAINT-POWDER COATING: The entire (RCM) unit will be powder coated gloss to a 1.8 mil minimum dry film thickness. Powder to be outdoor rated, UV resistant, polyester TGIC with the following characteristics:

H-2H Pencil Hardness .. ASTM-D522

160 IN-Lb Gardner direct & reverse impact ASTM-D2794 modified Flex over 1/4 dia. needed without fracture.

021-2.20 DIESEL POWERED GENERATOR

Rated Watts - 4000 Voltage - 120/240 Amperage - 29.2/14.6
Fuel Capacity - 30 Gallons Run Time - 120 hours

Must comply with Mil Spec. W-F 800 for the use of alternative fuels.

☐ CF-1

☐ CF-2

☐ JET-A

☐ JP-8

Starting System - 12V DC Electric & Recoil Rope ELECTRICAL OUTLETS:

☐ 2-120V (15A) w/ GFI

☐ 1-120V (30A) w/ twistlock

☐ 1-240V (20A) OTHER FEATURES:

☐ Low Oil Pressure Safety Protection System

☐ Running Time Meter

☐ USDA Forestry Approved Muffler

☐ Circuit Breaker Protection

☐ Anti-Vibration Rubber Mounts

☐ Dry Air Cleaner

☐ 12V Battery Charging System

*Generator must be approved by the generator manufacture for this application.

021-2.21 WARRANTY

A. Warranty Period: The WARRANTY PERIOD for all coverage begins on the date the (RCM) is first delivered and ends at the expiration of the COVERAGE period.

B. Coverage Period: The complete (RCM) is covered for one (1) year.

BASIS OF PAYMENT

021-4.1 Payment shall be made at the contract price per each RCM to furnish a portable Runway Closure Marker, complete and accepted. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment shall be made under the various pay items in the bid schedule having the prefix "H-021."

END OF ITEM H-021

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Non-Federal Supplement Specification Item H-030 General Demolition

DESCRIPTION

This item shall consist of removing and satisfactorily disposing of existing pavement and other items at locations shown on the plans and other locations as approved by the Engineer. Pavement for the purpose of the specifications, shall be considered to include existing asphaltic surface course or concrete slabs. All pavements shall be saw-cut and removed in accordance with the Contract Drawings. It shall be the contractor's responsibility to repair any base course or adjacent pavement damaged by this work. No additional compensation will be provided for such repair. Other items to be removed shall be as shown on the contract drawings.

030-1.1 DISPOSAL METHODS. Unless otherwise stated all materials removed shall become the property of the Contractor and shall be disposed of off airport property. It may be reused in accordance with these specifications if called for on the contract drawings or disposed of as directed. Specified materials may be used as embankment or for soil stabilization material if they are processed in accordance with applicable sections of these specifications.

The manner and location of disposal of these materials shall be subject to the approval of the engineer and shall not create an unsightly or objectionable view.

MEASUREMENT AND PAYMENT

030-2.1 Removed materials shall be considered on a lump sum basis and inspected in its original position prior to bid.

030-2.2 The quantity of materials removed, determined as provided above, shall be paid for at the contract price on a lump sum basis for removal of existing pavement, and other items, which price and payment shall be full compensation for performing and completing all the work and satisfactory disposal.

Payment shall be made under the various pay items in the bid schedule having the prefix “**H-030.**”

END OF ITEM H-030

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Item P-101 Preparation/Removal of Existing Pavements

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement. NOT APPLICABLE TO THIS PROJECT.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size of N/A. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlying material that is to remain in place, shall be recompact and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. If the material is to be wasted on the airport site, it shall be broken to a maximum size as designated by the airport owner.

c. Repair or removal of Base, Subbase, and/or Subgrade. All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. NOT APPLICABLE TO THIS PROJECT. Remove all vegetation and debris from cracks to a minimum depth of 1 inch (25 mm). If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch (6 mm) wide) with a crack sealant per ASTM 6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill

the crack sealant a minimum of 1/8 inch (3 mm), not to exceed ¼ inch (6 mm). Any excess joint or crack sealer shall be removed from the pavement surface.

Wider cracks (over 1-1/2 inch wide (38 mm)), along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as stated below.

Cracks and joints may be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.

Gradation

Sieve Size	Percent Passing
No. 4 (4.75 mm)	100
No. 8 (2.36 mm)	90-100
No. 16 (1.18 mm)	65-90
No. 30 (600 µm)	40-60
No. 50 (300 µm)	25-42
No. 100 (150 µm)	15-30
No. 200 (75 µm)	10-20

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the RPR.

The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled to within +0 to -1/8 inches (+0 to -3 mm) of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing the overlay. Where concrete overlays are to be constructed, only the excess joint material on the pavement surface and vegetation in the joints need to be removed.

101-3.3 Removal of Foreign Substances/contaminates prior to overlay. NOT APPLICABLE TO THIS PROJECT. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

Sandblasting may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch (3 mm) deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

a. Repair of concrete spalls in areas to be overlaid with asphalt. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches (50 mm) outside the affected area and 2 inches (50 mm) deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches (100 mm) in depth. This method of repair applies only to pavement to be overlaid.

b. Asphalt pavement repair. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

101-3.5 Cold milling. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed in areas designated on the plans. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot (30 cm) widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of 7 feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch (+0 mm and -6mm) of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of in areas designated on the plans.

c. Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed in areas designated on the plans.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

a. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

d. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

101-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch (2 mm) from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

101-3.8.2 Cleaning prior to sealing. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

101-3.8.3 Joint sealant. NOT APPLICABLE TO THIS PROJECT. Joint material and installation will be in accordance with Item P-605.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the cracks and does not damage the pavement.

101-3.9.1 Preparation of Crack. Widen crack with router by removing a minimum of 1/16 inch (2 mm) from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

101-3.9.2 Removal of Existing Crack Sealant. Existing sealants will be removed by routing. Following routing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

101-3.9.3 Crack Sealant. Crack sealant material and installation will be in accordance with Item P-605.

101-3.9.4 Removal of Pipe and other Buried Structures. NOT APPLICABLE TO THIS PROJECT.

a. Removal of Existing Pipe Material. Remove the types of pipe as indicated on the plans. The pipe material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to 95% of ASTM D1557.

b. Removal of Inlets/Manholes. Where indicated on the plans or as directed by the RPR, inlets and/or manholes shall be removed and legally disposed of off-site in a timely fashion after removal. Excavations after removal shall be backfilled with material equal or better in quality than adjacent embankment. When under paved areas must be compacted to 95% of ASTM D1557, when outside of paved areas must be compacted to 95% of ASTM D698.

METHOD OF MEASUREMENT

101-4.1 Pavement removal. The unit of measurement for pavement removal shall be the number of square yards (square meters) removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal. Dowel bar installation shall be incidental to pavement removal.

101-4.2 Joint and crack repair. The unit of measurement for joint and crack repair shall be the linear foot (meter) of joint.

101-4.3 Removal of Foreign Substances/contaminates. The unit of measurement for foreign Substances/contaminates removal shall be the square foot (meter).

101-4.4 Spalled and failed asphalt pavement repair. The unit of measure for failed asphalt pavement repair shall be square foot (square meter).

101-4.5 Concrete Spall Repair. The unit of measure for concrete spall repair shall be the number of square feet (square meter). The location and average depth of the patch shall be determined and agreed upon by the RPR and the Contractor.

101-4.6 Cold milling. The unit of measure for cold milling shall be XX inches of milling per square yard (square meter). The location and average depth of the cold milling shall be as shown on the plans. If the initial cut does not correct the condition, the Contractor shall re-mill the area and will be paid for the total depth of milling.

101-4.7 Removal of Pipe and other Buried Structures. The unit of measurement for removal of pipe and other buried structures will be lump sum. No separate measurement for payment will be made. The work covered by this section shall be considered as a subsidiary obligation of the Contractor and covered under the other contract items.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under the various pay items in the bid schedule having the prefix "P-101."

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

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Item P-620 Runway and Taxiway Marking

NOTE: ADDITIONS TO THE STANDARD FAA SPECIFICATION ARE SHOWN IN BOLD

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint ¹				Glass Beads ²	
Type	Color	Fed Std. 595 Number	Application Rate Maximum	Type	Application Rate Minimum
Waterbourne Type I or II	White	3925	115 ft ² /gal (2.8 m ² /l)	Type I Gradation A	7 lb/gal (0.85 kg/l)
				Type III	10 lb/gal (1.2 kg/l)
Waterbourne Type I or II	Yellow	33538 or 33655	115 ft ² /gal (2.8 m ² /l)	Type I Gradation A	7 lb/gal (0.85 kg/l)
				Type III	10 lb/gal (1.2 kg/l)
Waterbourne Type I or II	Black	37038	115 ft ² /gal (2.8 m ² /l)	None	N/A

¹ See paragraph 620-2.2a

² See paragraph 620-2.2b

Temporary markings shall be waterborne Type I or II, applied at 50% application rate. No reflective media shall be applied with temporary markings.

- a. Paint.** Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I or Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used for Type III shall be 100% cross linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-l with intensities equal to those produced by an acrylic resin known to be 100% cross linking.

- b. Reflective media.** Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A or Type III.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

- a. Preparation of new pavement surfaces.** The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

- b. Preparation of pavement to remove existing markings.** Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to

eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufacturers application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans. The locations of markings to receive silica sand shall be shown on the plans. **The Contractor shall verify all proposed markings and compare them with any existing markings to be removed.**

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR. **All new or repainted markings shall be reflective except when noted otherwise and shall receive glass beads except for black markings. Black markings shall be non-reflective.**

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the

prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

A 24- to 30-day waiting period, as per plans, is required for all types of paint used for flexible pavement marking. New concrete pavements should be allowed to cure for eight to twelve weeks before removing the curing compound and installing permanent markings. If the airport operations require pavement marking prior to the recommended waiting period, the paint shall be applied in a temporary light coat 50% application rate. Temporary markings shall not receive glass beads, unless noted otherwise on project plans. The final application should occur after the waiting period has passed. The final marking application must be at full strength in order to adequately set the glass bead.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 readings shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m ² /lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than ¹	100	75	10

¹ Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

620-3.10 Defective Workmanship or Material.

Should any material not be conforming to the requirements of the specification or plans be delivered to the project or incorporated in the work, or should any work performed be of the inferior quality, such material or work shall be considered defective and shall be corrected up to and including removal and replacement, as directed by Engineer, at the expense of Contractor.

METHOD OF MEASUREMENT

620-4.1a The quantity of surface preparation shall be measured by the number of square feet (square meters) for each type of surface preparation specified in paragraph 620-3.3.

620-4.1b The quantity of markings shall be paid for shall be measured by the number of square feet (square meters) of painting.

620-4.1c The quantity of reflective media shall be paid for by lump sum of reflective media.

620-4.1d The quantity of temporary markings to be paid for shall be the number of square feet (square meters) of painting performed in accordance with the specifications and accepted by the RPR. Temporary marking includes surface preparation, application and complete removal of the temporary marking.

620-4.1e The quantity of preformed markings to be paid for shall be the number of square feet (square meters) of preformed markings.

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.1a Payment for surface preparation shall be made at the contract price for the number of square feet (square meters) for each type of surface preparation specified in paragraph 620-3.3.

620-5.2b Payment for markings shall be made at the contract price for by the number of square feet (square meters) of painting.

620-5.3c No separate payment for reflective media shall be made. Reflective media is incidental to markings.

620-5.4d Payment for temporary markings shall be made at the contract price for the number of square feet (square meters) of painting. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

620-5.5e Payment for preformed markings shall be made at the contract price for the number of square feet (square meters) of preformed markings.

Payment will be made under the various pay items in the bid schedule having the prefix "P-620."

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness

ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials
Code of Federal Regulations (CFR)	
40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200 Hazard Communication	
Federal Specifications (FED SPEC)	
FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement
Commercial Item Description	
A-A-2886B	Paint, Traffic, Solvent Based
Advisory Circulars (AC)	
AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

Item P-632 Asphalt Pavement Rejuvenation

DESCRIPTION

632-1.1 This item shall consist of a rejuvenator properly proportioned, mixed, and spread on an asphalt pavement surface, including airport pavements serving small airplanes 12,500 lbs (5670 kg) or less, roads, and other general applications. The application of the rejuvenator shall be in accordance with these specifications and shall conform to the dimensions shown on the plans or as directed by the Resident Project Representative (RPR).

The term “rejuvenation product” will carry the same connotation as the term “rejuvenator” or “rejuvenator/sealer.” The term “rejuvenation product” will be used throughout this specification for the purpose of recognizing rejuvenation performance for each class of rejuvenation products.

632-1.2 Asphalt pavement rejuvenation. This item governs the application of an asphalt pavement rejuvenation product applied to a previously placed asphalt surface in accordance with these specifications, as shown on the plans, or as directed by the RPR. The purpose of this product is rejuvenation of the upper 3/8 inch (9 mm) of oxidized or otherwise aged asphalt binder without causing an unacceptable reduction in the friction characteristics (skid resistance) of the pavement section. Additionally, the rejuvenation product should not introduce unacceptable pavement distresses such as raveling, high temperature deformation (rutting), and loss of strength. The rejuvenation product should not contribute to accelerated deterioration of the pavement.

MATERIALS

632-2.1 Rejuvenation product.

a. The rejuvenation product must be capable of achieving the minimum changes in the asphalt binder properties shown in Tables 1 or 2 after proper application and field exposure.

b. The binder extracted per ASTM D2172, Method A and recovered per ASTM D1856 or D5404 from samples of the upper 3/8 inch (9 mm) of the surface of the treated pavement must exhibit the percent decrease in absolute viscosity or complex viscosity and corresponding phase angle increase listed in Tables 1 or 2, when compared to the values from adjacent untreated samples from the same pavement in the prescribed timeframe.

c. The submittal must include, from previous projects, independent laboratory test results accredited by an American Association of State Highway Transportation Officials (AASHTO) Materials Reference Laboratory (AMRL). The test results should verify the ability of the proposed rejuvenation product to achieve the minimum changes in asphalt binder properties shown in Table 1 or 2.

Table 1. Asphalt Pavement Three (3) Years or Less in Age

Item	Property of Recovered Binder ²	Requirement	Test Method
1	Absolute Viscosity _{60°C} , P	≥ 25% Decrease ²	ASTM D2171
2a	Complex Modulus _{60°C} , G*		AASHTO T315
2b	Viscosity _{60°C} , $\eta = G^* / \omega$ Pa·s		
2c	Phase Angle _{60°C} , δ , °	Report	

Table 2. Asphalt Pavement More than Three (3) Years in Age

Item	Property of Recovered Binder ²	Requirement	Test Method
1	Absolute Viscosity _{60°C} , P	≥ 40% Decrease ²	ASTM D2171
2a	Complex Modulus _{60°C} , G*, kPa		AASHTO T315
2b	Viscosity _{60°C} , $\eta^* = G^* / \omega$ Pa·s		
2c	Phase Angle _{60°C} , δ , °	Report	

² Procedures: Sample collection for application and acceptance as noted in this specification. Sample weights and measure by ASTM D3549; Extraction by: ASTM D2172, Method A using toluene (conditioning to remove moisture will not be accomplished); Recovery by: ASTM D1856 (Abson) or ASTM D5404 (Roto-Vap); and binder extraction, recovery and testing within 48 hours of obtaining pavement cores or equivalent surface area samples.

d. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt delivered to the project. If the asphalt emulsion is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt emulsion properties.

The COA shall be provided to and approved by the RPR before the emulsified asphalt is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

632-2.2 Rejuvenation documentation/certification.

a. Performance. The submittal must include documentation of previous use and test data conclusively demonstrating that the rejuvenation product has been used successfully for a period of two or more years by other user agencies; and that the asphalt rejuvenation product has been proven to perform in a manner equivalent to this specification, as demonstrated through field testing by/independent testing laboratory as to the required change in the recovered asphalt binder properties. Testing data must be submitted indicating such product performance from at least two projects representative of two different asphalt mix designs, each being tested for a minimum of two years to ensure reasonable longevity of the treatment, as well as product consistency. The performance documentation must be presented from a geographically similar climatic region of the United States as that for this project, for example, wet-warm, wet-cool, dry-warm, and dry-cool, and contain data specified in paragraph 632-2.1.c.

b. Friction characteristics. The Contractor shall submit to the RPR friction tests, from previous airport projects which used the rejuvenation product in a similar environment, in accordance with AC 150/5320-12, at 40 mph (65 km/h) wet, showing, as a minimum; friction value of pavement surface prior to sealant application; two values, tested between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value tested at no less than 180 days or greater than 360 days after the application. The results of the two tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface. The Contractor shall submit to the RPR a list of airports which meet the above requirements, as well as technical details on application rates, aggregate rates, and point of contact at these airports to confirm use and success of sealer. Friction tests shall be submitted from no less than one of the airports on the list and each set of tests described above, must be from one project.

Submittals without the required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement..

c. Health, safety, and environment. The Contractor must provide a complete Safety Data Sheet (SDS) in accordance with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), Regulations (Standards – 29 CFR), 1910.1200 which establishes the requirement and minimum information for the SDS for hazardous materials. The SDS, Section II, shall include the Chemical Abstracts Service (CAS) registry numbers for all applicable hazardous ingredients in the rejuvenation product. The Contractor must provide the manufacturer's certification that the rejuvenation product complies with the Code of Federal Regulation (CFR) Title 40 – Protection of Environment. The manufacturer's certification shall address compliance for Air Programs, Part 59, National Volatile Organic Compound Emission Standards for Consumer and Commercial Products (for the airport location) and Water Programs, Part 116, Designation of Hazardous Substances.

APPLICATION RATE

632-3.1 Control areas and control strips. A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the appropriate application rate of the rejuvenation to be approved by the RPR.

The Contractor must place a series of test areas/sections at application rates as judged necessary by the manufacturer to establish the appropriate project application rates for the specific product. As a minimum, a test area/section is required for each different asphalt mix design identified in the project. Separate control strips by a minimum of 200 feet between sections. The same equipment and method of operation shall be utilized on the control area(s) and/or control strip(s) as will be utilized on the remainder of the work.

The Contractor must select test areas/sections to obtain pavement cores or saw cut "slabs" (equivalent surface area samples) in accordance with paragraph 632-6.3. The pavement cores or equivalent surface area samples must be taken after application of the rejuvenation control strips is fully cured. The pavement cores shall be tested in accordance with Table 1 or 2, Item 1 and Item 2a, paragraph 632-2.1 for the purpose of determining a recommendation for the rejuvenation product application rates. The Contractor is responsible for all sampling and testing associated with the control strips.

For runway and taxiway surfaces, the Contractor shall place control strips to determine skid resistance. The skid resistance of the existing pavement shall be determined for each test areas/section with a continuous friction measuring equipment (CFME). Test areas shall be a minimum of 300 feet (90 m) long by 12 feet (3.6 m) wide, or width of anticipated application, whichever is greater. The area to be tested will be located on a representative section of the pavement to receive the surface treatment designated by the RPR. The test areas/sections should be placed under similar field conditions as anticipated for the actual application. The skid resistance test after application shall be at approximately the same location as the test done on the existing pavement. The Contractor may begin testing the skid resistance of control strips after application of the asphalt surface treatment has fully cured. Aircraft shall not be permitted on the runway or taxiway control strips until such time as the Contractor validates that its surface friction meets the minimum friction levels in AC 150/5320-12, Table 3-2 when tested at speeds of 40 and 60 mph (65 and 95 km/h) wet with approved CFME.

Full production shall not begin without the RPR's approval of an appropriate application rate(s). Acceptable test areas/sections shall be paid for in accordance with paragraph 632-8.1. Any pavement test areas/sections damaged by the surface treatment shall be removed and replaced as directed by the RPR at the Contractor's expense.

632-3.2 Approval. The Contractor and the RPR shall examine the control strips 24 hours after treatment to determine if the entire rejuvenation product has penetrated into the surface. Application rates that have

not allowed full penetration into the pavement surface after 24 hours must not be permitted to be used for full production. The application rates for full production must be determined by the Contractor and approved by the RPR based on the Contractor's recommendation and observation of control strips and control strip data from paragraph 632-3.1.

CONSTRUCTION

632-4.1 Worker safety. The rejuvenation product must be handled with caution. The Contractor must obtain a SDS for the rejuvenation product and require workmen to follow the manufacturer's recommended safety precautions.

632-4.2 Weather limitations. The rejuvenation product must be applied only when the existing surface is dry and the weather forecast is in accordance with the manufacturer's recommendations for application and curing. The rejuvenation product must not be applied during inclement weather or when rain or freezing temperatures are anticipated within 24 hours before or after application. If weather conditions interfere with application and/or curing, the RPR may at his discretion suspend the job or require remedial action as deemed necessary.

During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the rejuvenation product. Should the rejuvenation product get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

632-4.3 Equipment. The Contractor must furnish all equipment and hardware necessary for the performance of the work. The rejuvenation product should be delivered in dedicated tankers and/or containers with agitating equipment and filters, per manufacturer's recommendations. The distributor must be designed and equipped in accordance with the manufacturer's recommendations, but include as a minimum, the following characteristics:

- a. Adequate heating capability for rapid heating of the rejuvenator to the proper application temperature.
- b. A positive displacement pump capable of pumping low viscosity material and providing a pre-selected constant pressure to deliver the specified rates of application.
- c. A full circulation spray bar and applicator that maintain proper nozzles, which provide the specified rate of application.
- d. A hooded spray bar and applicator that maintain proper nozzle height.
- e. A positive shut-off for the spray bar and a hand spray (with hose) equipped with a positive shut-off at the spray gun.
- f. A thermometer installed in the distributor tank to measure the temperature of the rejuvenation product at the time of the application.
- g. A speedometer calibrated to a minimum of tenths of miles per hour.
- h. A chart listing the capacity of the tank (in gallons (liters)) for each one inch (25 mm) of depth. A chart showing speed/pressure application rates must also be included.

632-4.4 Preparation of asphalt pavement surfaces. Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing

thoroughly with clean water, and treating these areas with the oil spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with P101-3.6.

632-4.5 Application of rejuvenation product.

a. Following preparation and subsequent inspection of the surface and consideration for skid resistance, the rejuvenation product shall be uniformly applied over the surface to be treated at the approved rate with an allowable variation from the approved rate of application of $\pm 5\%$, in accordance with ASTM D2995.

b. Materials shall be applied at the temperature recommended by the manufacturer.

c. Other rejuvenation product application procedures include:

(1) Calibration test. Contractor must furnish all equipment, materials, and labor necessary to calibrate the asphalt distributor or other application equipment. Calibration must be made with approved job material and prior to applying the rejuvenation product to the prepared surface. Calibration of the asphalt distributor and the specialized asphalt spray applicator must be in accordance with ASTM D2995.

(2) Excess rejuvenation product removal. Manufactured sand, as approved by the RPR, must be provided by the Contractor at no additional costs and must be spread in sufficient quantity to effectively blot up any excess rejuvenation product remaining on the treated pavement surface after 24 hours at no additional costs.

(3) Ponding and puddling of rejuvenation product. If low spots and depressions in the pavement surface cause ponding or puddling of the rejuvenation product, the pavement surface must be broomed with a broom drag. Brooming should continue until the pavement surface is free of any pools of excess material. Ponding and/or puddling must not cause excess pavement softening and/or additional distress. The RPR must inspect and approve areas after “brooming.”

(4) Excess runoff of rejuvenation product. The application rate should be reduced, and the RPR notified, if the surface grade of the pavement surface causes excessive runoff of the rejuvenation product. Additional rejuvenation product, if necessary, may be subsequently applied after the first application of material has penetrated into the pavement to achieve the required properties of the treated binder

(5) Insufficient rejuvenation product. When it is determined by the RPR that the actual application rate of the rejuvenation product is more than 5% below the approved application rate, subsequent applications of materials must be made to bring the actual application rate up to the approved rate; additional rejuvenation product must penetrate into the pavement surface within 24 hours after application. Multiple applications may be required at the discretion of the RPR, requiring additional pavement sampling and rejuvenation testing to assure compliance with Table 1 or 2 of paragraph 632-2.1.

632-4.6 Cure time remedial option – application of sand.

a. The Contractor must apply sand to the surface of the treated asphalt pavement if the rejuvenation product does not meet the cure time requirement and/or the frictional characteristics (skid resistance) have been reduced to an unacceptable level. An unacceptable level of frictional characteristics (skid resistance) is defined in paragraph 632-6.6.

b. The manufactured sand must be dry, hard, durable, free from clay, salt and foreign matter and well graded (100% passing #8 (2.36 mm) sieve and less than 10% passing #200 (75 μ m) sieve). The sand must be uniformly applied at a rate of 3.0 lb/yd² $\pm$ 0.5 lb/yd², rolled (as recommended by the Contractor and accepted by the RPR) into the treated surface and any surplus removed with a power broom, or as directed by the RPR. The Contractor is responsible for all materials, equipment, and costs associated with the application of sand.

c. All manufactured sand or approved substitute used during the treatment must be removed from the airport as soon as practical after treatment of a pavement and prior to opening any airfield runway, taxiway, etc. This should be accomplished by a combination of hand and mechanical sweeping. All

turnouts must be cleaned of any sand to the satisfaction of the RPR. The Contractor is responsible for all materials, equipment, and costs associated with the application, removal and disposal of the sand.

d. If, after sand is swept and in the opinion of the RPR, a hazardous condition exists on the pavement, the Contractor must apply additional sand and sweep same immediately following reapplication. No additional compensation will be allowed for reapplication and removal of sand.

QUALITY CONTROL (QC)

632-5.1 Manufacturer representation. The Contractor must have a manufacturer's authorized representative on the job site at the beginning of the work and during all rejuvenation product application. The manufacturer's representative must have knowledge of the material, procedures, and equipment described in the specification and will be responsible for determining the application rates and must oversee the preparation and application of the rejuvenation product. Documentation of the manufacturer representative's experience and knowledge for applying the rejuvenation product must be furnished to the RPR a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative will be included in the bid price.

632-5.2 QC plan. The Contractor must submit a QC plan to the RPR a minimum of 10 days prior to applying control strips in accordance with paragraph 632-3.1. The QC plan must address all items that affect the quality of the rejuvenation application including, but not limited to:

- a. Qualifications of personnel.
- b. Schedule for the project.
- c. Procedure to monitor the weather/temperature limitations.
- d. Inspection requirements including rejuvenation product, control strips, storage of rejuvenation product, preparation of the pavement surface, and equipment calibration.
- e. Provisions for obtaining, packaging and shipping acceptance samples and repair of the pavement.
- f. Provisions for sample testing, testing laboratory name, location, accreditation, contact person, all contact information, testing requested, and report on information.

632-5.3 Warranty. The Contractor must provide a manufacturer's/applicator warranty that the treated pavement will retain the lower binder properties of Table 1 or 2, for a period of two (2) years from the date of treatment. For compliance with the warranty, the Owner may obtain cores and perform tests in accordance with REJUVENATION ACCEPTANCE. The Contractor must further warrant that from the date the rejuvenation product was applied, the material will not flake, peel, chip, spall, nor otherwise contribute to or accelerate the aging of the pavement. The Contractor must reapply the rejuvenation product, as necessary, or provide remedial actions at no cost to the Owner, and/or refund all payments at the Owner's discretion. The RPR must designate and record an area of no less than 10 square yard (8.36 m²) of untreated and 10 square yards (8.36 m²) of treated pavement as the control strips for warranty testing. In the event a pay reduction, or no payment, is enforced, the warranty is rescinded.

REJUVENATION ACCEPTANCE

632-6.1 Product sampling. The RPR will take samples of the rejuvenation product proposed for use upon delivery of each shipment in accordance with ASTM D140 and store in accordance with the SDS, Section VII for a period of at least six months after payment in accordance with paragraph 632-8.1. Testing, as necessary, will be accomplished by the RPR to verify information provided by the SDS information.

632-6.2 Freight and weigh bills. The Contractor must furnish the RPR receipted bills when railroad shipments are made, and certified weigh bills when materials are received in any other manner, of the rejuvenation product used in the construction covered by the contract. The Contractor shall not remove rejuvenation product from the tank car or storage tank until the initial outage and temperature measurements have been taken by the RPR, nor shall the car or tank be released until the final outage has been taken by the RPR.

632-6.3 Field sampling procedures. Sampling of the pavement sections to be treated must be performed before and after the pavement has been treated with the rejuvenation product. The Contractor will be responsible for obtaining all pavement core samples or equivalent surface area samples as approved by the RPR for testing. At the discretion and approval of the RPR, the before samples collected and tested for application may suffice for before samples for acceptance.

a. At each sampling location, three (3) cores or equivalent surface area samples of the untreated pavement must be taken before the rejuvenation product is placed and three (3) cores or equivalent surface area samples of the treated pavement after application of the rejuvenation product must be taken. The before and after cores must be taken in the same general area, at a minimum within the same paving lane and within one foot (30 cm) of each other. All pavement cores taken by the Contractor must be six (6) in in diameter. The Contractor must repair any sample holes resulting from the removal of asphalt concrete pavement cores or equivalent surface area samples (with suitable materials and methods as approved by the RPR) at no cost to the Owner.

b. The treated pavement cores or equivalent surface area samples must be taken 30-45 days after application of the rejuvenation product.

c. Both untreated and treated pavement cores or equivalent surface area samples must be performed for each 20,000 square yards (16723 m²) or fractional part of pavement section per pavement plan or as required by the RPR. Material acceptance in accordance with paragraph 632-2.1, Table 1 or Table 2, will be based on the test results for each 20,000 square yards (16723 m²) or fractional part of treated pavement section per pavement plan or as required by the RPR. Locations for untreated samples should be determined by the RPR on a random basis in accordance with the procedures contained in ASTM D3665 provided requirements of paragraph 632-6.3a can be satisfied for both untreated and treated samples.

d. Pavement core samples or equivalent surface areas samples must be placed in labeled sealable plastic bags immediately after taking, cleaning and removing sampling water (blotting). The sealed samples must then be placed in labeled plastic core canisters. For equivalent surface area samples, an equivalent processing for the sample is required as approved by the RPR. The specimens must be shipped to the designated laboratory within 24 hours of collection.

632-6.4 Rejuvenation quality assurance testing responsibility. Quality assurance testing organizations performing these acceptance tests shall be accredited in accordance with ASTM D3666. The quality assurance laboratory accreditation must be current and listed on the accrediting authority's website.

632-6.5 Rejuvenation quality assurance testing. All acceptance testing necessary to determine conformance with this specification must be submitted to the RPR verifying that the rejuvenation product achieves the minimum decrease in the asphalt binder properties as measured from binder in the top 3/8 ±1/32 inch (9 mm ±1 mm) of the samples.

a. Extract the asphalt binder from the top 3/8 ±1/32 inch (9 mm ±1 mm) of the cores/slabs precisely cut from the field specimens. Binder extraction must be by ASTM D2172, Method A (centrifuge) with toluene, and recovered according to ASTM D1856 (Abson Method) or ASTM D5404 (Roto-Vap Method).

(1) Viscosity of the asphalt material must be measured in accordance with ASTM D2171. The percent decrease in the binder properties must be computed as follows:

$100 (\text{absolute viscosity, } P, \text{ of untreated sample}) - (\text{absolute viscosity, } P, \text{ of treated sample}) / (\text{absolute viscosity, } P, \text{ of untreated samples})$

(2) The complex modulus, G^* , kPa, must be measured in accordance with AASHTO T315 C, at 140°F (60°C) 10 rad/sec or other recorded frequency. The percent decrease in the binder properties must be computed as follows:

$100 (\text{complex modulus, } G^*, \text{ kPa of untreated sample}) - (\text{complex modulus, } G^*, \text{ kPa, of treated sample}) / (\text{complex modulus, } G^*, \text{ kPa, of untreated samples})$

(3) The complex viscosity, η^* , at 140°F (60°C) must be calculated and reported from the complex modulus, G^* and angular frequency, ω (radians/sec).

b. Test results for absolute viscosity, complex modulus (and viscosity), and phase angle must be reported. The maximum percent reduction calculated for absolute viscosity or complex modulus must be considered in BASIS OF PAYMENT.

c. In the event of binders recovered from aged pavements and/or pavements using polymer modified binders (before treatment) exhibiting absolute viscosities $\geq 200,000$ P (data becomes suspect, viscosity exceeds test capabilities) the viscosity reduction compliance requirement should be determined based on the complex modulus, G^* , kPa.

632-6.6 Skid resistance. Special attention must be afforded to skid resistance based on the use of the pavement surfaces. The skid resistance of surfaces must be inspected by the Contractor and RPR a minimum of forty-eight (48) hours after application of the rejuvenation product. In the event either the Contractor or the RPR has concern on the skid resistance of these surfaces, the Contractor must exercise paragraph 632-4.6, Cure Time Remedial Option – Application of Sand, to the satisfaction of the RPR.

Friction tests in accordance with AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, shall be accomplished on all runways and taxiways that have received a rejuvenator application. Each test includes performing friction tests at 40 mph and 60 mph (65 or 95 km/h) both wet, 15 feet (4.5 m) to each side of runway centerline with approved continuous friction measuring equipment (CFME). A control friction test shall be run within 30 days prior to application of the rejuvenator to runway and another friction test shall be run after application of the rejuvenator to the entire project. The Contractor shall schedule testing with the RPR and the RPR shall be present for testing. The Contractor shall provide the RPR a written report of friction test results.

Prior to opening the pavement to aircraft operations, the pavement friction evaluation must be equal or greater than the minimum levels provided in Table 3-2, “Friction Level Classification for Runway Pavement Surfaces,” in AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-resistant Airport Pavement Surfaces, when tested at speeds of 40 and 60 mph (65 and 95 km/h) with approved continuous friction measuring equipment (CFME).

METHOD OF MEASUREMENT

632-7.1. Asphalt rejuvenation. The quantity of rejuvenation product to be paid for will be the number of square yards (sq m) performed in accordance with the plans and specifications and accepted by the RPR. The Contractor must furnish the RPR with the certified weigh bills when materials are received for the rejuvenation product used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

632-7.2 Friction Tests. Friction testing will be incidental to rejuvenator.

BASIS OF PAYMENT

632-8.1 Payment for rejuvenation product. Payment for accepted rejuvenation product will be made at the contract unit price per square yard (square meter) for asphalt rejuvenation adjusted according to paragraph 632-8.1.a.

a. Basis of adjusted payment. The payment for accepted rejuvenation product must be calculated in accordance with Table 3.

Table 3. Rejuvenation Pay Reduction

Binder Rejuvenation at Acceptance % Reduction in Absolute Viscosity or Complex Modulus		% Payment
Pavement More Than 3 Years in Age	Pavement Less Than 3 Years in Age	
≥ 40	≥ 25	100
30.0 - 39.9	20.0 - 24.9	75
Less than 30.0	Less than 20.0	No payment

a. Final payment. Final payment will not be made until rejuvenation success has been confirmed by acceptance testing. Final payment will be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

632-8.2 Friction Tests. Friction testing will be incidental to rejuvenator.

Payment will be made under the various pay items in the bid schedule having the prefix “P-632.”

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D140	Standard Practice for Sampling Bituminous Materials
ASTM D1856	Standard Test Method for Recovery of Asphalt from Solution by Abson Method
ASTM D2171	Standard Test Method for Viscosity of Asphalts by Vacuum Capillary Viscometer
ASTM D2172	Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D2995	Standard Practice for Estimating Application Rate of Bituminous Distributors
ASTM D3549	Standard Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

ASTM D5340	Standard Test Method for Airport Pavement Condition Index Surveys
ASTM D5404	Standard Practice for Recovery of Asphalt from Solution Using the Rotary Evaporator
American Association of State Highway and Transportation Officials (AASHTO)	
AASHTO T315	Standard Method of Test for Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)
Advisory Circulars (ACs)	
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces
Code of Federal Regulations (CFR)	
29 CFR Part 1910.1200	Hazard Communication
40 CFR	Protection of the Environment

END OF ITEM P-632

NAC

NEUBERT AERO CORP.



8ft Airport Low-Profile Barricades

PC9642

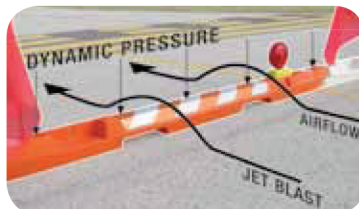
Secure Your Airport with NAC's Safety Barricades

Designed to meet FAA specifications for operational safety, NAC's 8ft low-profile safety barricades are designed exclusively for airports and shipped complete with minimal assembly required. Priced among the most competitive in the industry, NAC barricades are "jet-blast tested" at the FAA William J. Hughes Technical Center and come equipped with orange and white high intensity reflective sheeting for increased safety. Versatile warning flag and lighting mounts allow for multiple configurations to meet your traffic control and airport safety needs. Made of UV-resistant polyethylene plastic, NAC barricades are extremely durable and won't crack or degrade outdoors.



Use NAC's 8ft low-profile safety barricades to identify:

- Aircraft parking aprons;
- Large liner pavement construction zones;
- Closed taxiways; and
- Much more.



PRODUCT SPECIFICATIONS

8ft Low-Profile Barricade

- Size: 6" (H) x 6" (W) x 96" (L)
- Weight Empty: 15 lbs
- Weight Full: 120 lbs (Sand) or 72 lbs (Water)
- Gallon Capacity: 6 gallons

NAC's patented design applies the same principals of aerodynamics used in aircraft design.

Convenient



No connecting pins required.

Versatile



The new solar lights screw into barricade. FOD free!

Safe



Barricades include orange / white high intensity reflective sheeting to maximize visibility.

NAC is a certified MBE and SDVSB providing airport services and safety solutions.



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VHF AIR BAND TRANSCEIVER

8.33/25 kHz Ground to Air Radio with Class Leading 1500 mW Powerful Audio



8.33 kHz and 25 kHz channel spacing

1500 mW loud audio provides clear communications

6 W (PEP) /1.8 W (carrier) RF output power

Built-in Bluetooth® for Hands-Free Operation*

* Bluetooth® operation depends on the transceiver version.



Large capacity battery pack provides 17 hours* of long battery life

* With BP-280. Typical operation with TX : RX : Standby = 5:5:90. (Bluetooth® OFF, backlight OFF)

Compact, waterproof and durable body
(IP67/IP54 and MIL-STD-810-G)

LCD and key backlight for night time operation

Compatible* with third-party aviation headsets

* Optional headset adapter OPC-2401 required.

And More

- Auto Noise Limiter (ANL) for noise reduction
- Side Tone function
- Internal VOX capability
- 200 memory channels with names up to 8 characters
- BNC type antenna connector



LCD and keypad backlight



IP67 waterproofing



1500 mW
powerful audio

SPECIFICATIONS

IC-A16	
GENERAL	
Frequency range	TX: 118.000–136.99166 MHz RX: 108.000–136.99166 MHz RX (Weather): 161.650–163.275 MHz
Number of memory channels	200 channels
Channel spacing	8.33 kHz/25 kHz
Type of emission	6K00A3E, 5K60A3E, 16K0G3E (Weather)
Power supply requirement	7.2 V DC
Current drain (approximate)	
TX High	1.8 A
RX Max. audio/Stand-by	650 mA/65 mA typical
Antenna impedance	50 Ω (BNC type antenna connector)
Operating temperature range	–10°C to +60°C, 14°F to +140°F
Dimensions (W×H×D)	52.2 × 111.8 × 34.1 mm, (Projections not included)
Weight (approximate)	257 g, 9.1 oz (with BP-280)
TRANSMITTER	
Output power (at 7.2 V DC)	6.0 W (PEP), 1.8 W (carrier)
Audio harmonic distortion	Less than 10% (at 60% modulation)
Spurious emissions	More than 46 dB*
Frequency stability	±0.4 kHz
RECEIVER	
Intermediate frequencies	46.35 MHz (1st), 450 kHz (2nd)
Sensitivity	COM: Less than 0 dBμ (at 6 dB S/N) NAV: Less than 3 dBμ (at 6 dB S/N) Weather: Less than –8 dBμ (at 12 dB SINAD)
Squelch sensitivity (Threshold)	Less than 0 dBμ, Weather: Less than –5 dBμ
Spurious response	More than 60 dB, Weather: More than 30 dB
Ham and noise	More than 35 dB (at 30% modulation)
Audio output power	INT SP 1500 mW typical EXT SP More than 350 mW (AM 8 Ω 60% modulation at 10% distortion)
External speaker connector	3 conductor 3.5 (d) mm

* Except operating frequency ±62.5 kHz in 25 kHz channel spacing. Except operating frequency ±20.825 kHz in 8.33 kHz channel spacing.

Measurements made in accordance with FCC Part 87.

All stated specifications are subject to change without notice or obligation.

Applicable U.S. Military Specifications

Standard	MIL 810G	
	Method	Procedure
Low Pressure	500.5	I, II
High Temperature	501.5	I, II
Low Temperature	502.5	I, II
Temperature Shock	503.5	I–C
Solar Radiation	505.5	I
Rain Blowing/Drip	506.5	I, III
Humidity	507.5	II
Salt Fog	509.5	–
Dust Blowing	510.5	I
Immersion	512.5	I
Vibration	514.6	I
Shock	516.6	I, IV

Also meets equivalent MIL-STD-810-C, -D, -E and -F.

Ingress Protection Standard

Dust and Water	IP67/IP54
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Supplied accessories :

- BP-280 battery pack
- BC-213 rapid charger
- BC-123SA AC adapter
- FA-B02AR antenna
- MB-133 belt clip
- Hand strap

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OPTIONS

BATTERY PACKS

- BP-278** Rechargeable Li-ion 7.2 V
1190 mAh (typ.), 1130 mAh (min.).
- BP-279** Rechargeable Li-ion 7.2 V
1570 mAh (typ.), 1485 mAh (min.).
- BP-280** Rechargeable Li-ion 7.2 V 2400 mAh (typ.),
2280 mAh (min.). Same as supplied.



DESKTOP CHARGER

- BC-213** Charges the BP-278, BP-279 or BP-280.
Same as supplied.
- BC-123SA** AC adapter. Same as supplied.



MULTI-CHARGER

- BC-214*** Charges up to six batteries
(with/without transceivers)
at the same time.
- BC-157S** AC adapter.

* The AD-130 charger adapters are supplied with the BC-214, depending on the charger version.



VEHICLE CHARGER CABLE

- CP-23L** For use with the BC-213.



DC POWER CABLES

- OPC-515L** For use with the BC-213.
- OPC-656** For use with the BC-214.



CHARGER BRACKET

- MB-130** For use
with the BC-213.



SPEAKER-MICROPHONE

- HM-240** Waterproof.



Bluetooth® HEADSET

- VS-3** With side tone function
when connected
to the transceiver.



HEADSET ADAPTER

- OPC-2401**



BELT CLIP

- MB-133**
Same as supplied.



BELT HANGERS

- MB-96N** Swivel type.
MB-96F Fixed type.
MB-96FL Longer type.



ANTENNA

- FA-B02AR**
Same as supplied.

SOFTWARE AND CABLE

- CS-A16** Programming software for Windows® PC.
- OPC-478UC** USB type transceiver programming cable.

Icom Inc.

1-1-32, Kamiminami, Hirano-Ku, Osaka 547-0003, Japan Phone: +81 (06) 6793 5302 Fax: +81 (06) 6793 0013

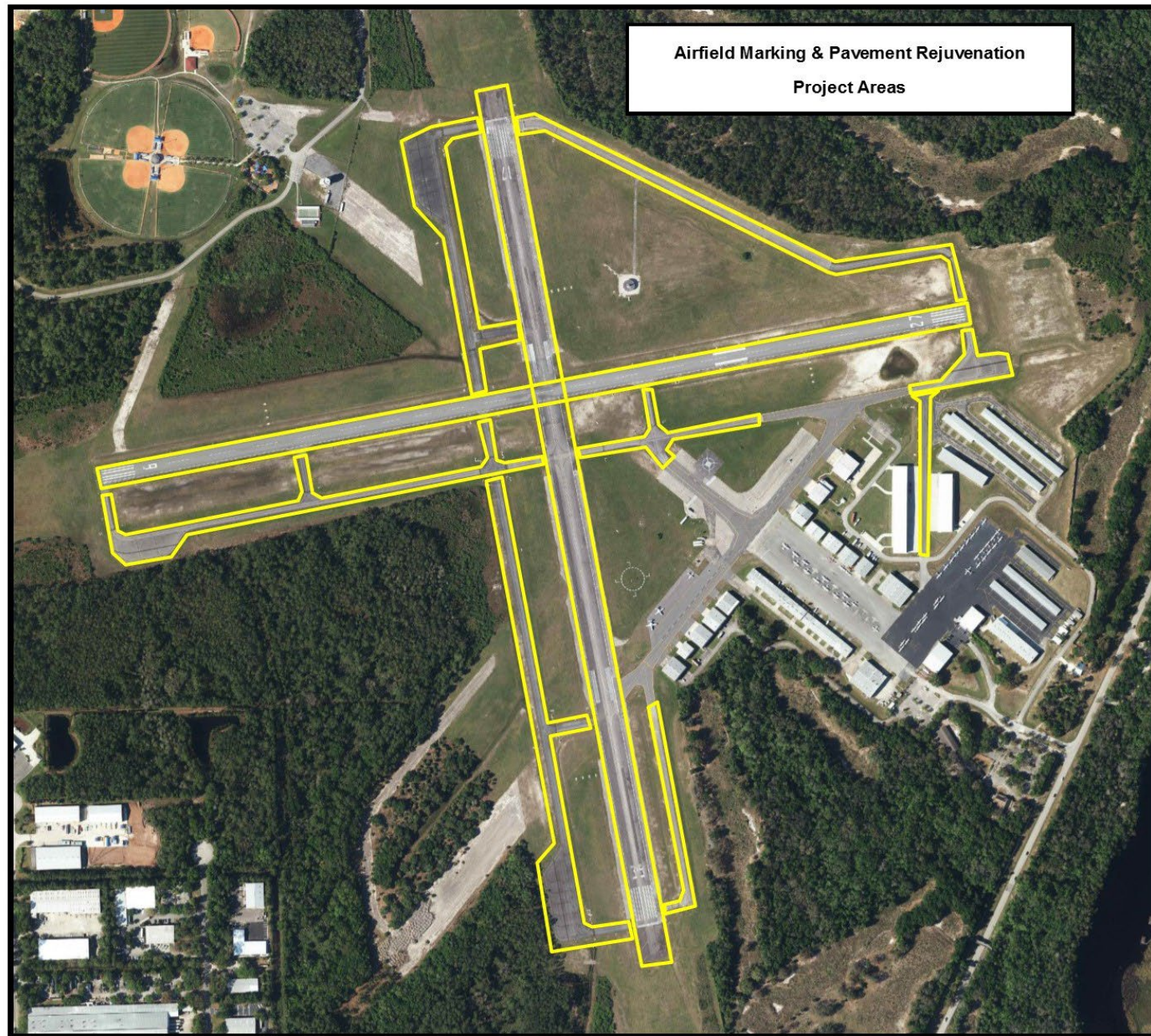
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Airfield Marking & Pavement Rejuvenation
Project Areas



- Runway designation markings are discolored, faded and/or stained.
- Runway threshold markings are discolored, faded and/or stained.
- Taxiway hold position markings are discolored, faded and/or stained.
- Runway and taxiway centerlines are discolored or faded.
- Run-up area centerlines are discolored or faded.

Examples of Existing Conditions Runway 17/35 Taxiways Echo, Foxtrot & Golf





City of Ormond Beach BID REQUEST/APPROVAL FORM

City Ordinance requires written approval of a bid request prior to issuing an Invitation to Bid.

BID TITLE: Airfield Rejuvenation and Remarking Project

BID NUMBER: 2025-44

ADOPTED BUDGET: \$ \$780,879 F425-26

REQUESTED COMMISSION DISPOSITION DATE: 5/6/2025

REQUESTED ADVERTISEMENT DATE: 5/11/2025

REQUESTED BID OPENING DATE: 6/11/2025

REQUESTED PRE-BID MEETING DATE: 5/27/2025

COMMENTS: Bidding for the construction phase of the remarking and pavement rejuvenation of Runway 9/27, Runway 17/35 and Taxiways Alpha, Charlie, Echo, Foxtrot and Golf.

Approved by (Project Manager): 

Date: 3/18/2025

Approved by (Department/Division Head): 

Date: 3/18/2025

Approved by (Finance Director): 

Date: 3/18/2025



City of Ormond Beach

AGENDA ITEM

May 6, 2025 - City Commission

Number: 7.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	2025 Floodplain Management Annual Progress Report		
Summary:	Attached is the annual progress report on the status of the Integrated Floodplain Management Plan implementation, which is required to continue participation in the National Flood Insurance Program (NFIP). The City is a Community Rating System community and is currently rated as a 5, which provides a 25% flood insurance discount to policyholders. The Community Rating System is a voluntary incentive program that encourages communities to establish a floodplain management program and recognizes activities that exceed the minimum National Flood Insurance Program (NFIP) requirements. By participating in the program, communities earn discounts on flood insurance premiums. Ormond Beach actively participates in the NFIP on behalf of residents living on Ormond Beach and has been since early 1990's. As a participant in the program, Ormond Beach is audited on a three-year cycle by the Insurance Services Office, Inc. (ISO), contractors for the Federal Emergency Management Agency (FEMA). Currently, is rated a Class 5 with a 25% discount. This discount will provide an estimated total saving of approximately \$250 for NFIP policy holders not in the special flood hazard area, and can be over \$1,000 for those policies in the special flood hazard area (Flood zone). Of the 1,767 participating communities nationwide, most communities have CRS ratings of 7 or 8, with 210 communities achieving a rank of 5 (11.9%) and only 27 communities achieving ranks of 1 - 4 (1.5%); no communities in Volusia County are currently ranked lower than 5. The City is pursuing additional Community Rating System points by participating in the development of the Volusia County Integrated Floodplain Management Plan to reduce flood damage, strengthen and support the National Flood Insurance Program insurance aspects, and		

	encourage a comprehensive approach to flood management. This annual progress report also fulfills the Community Rating System (CRS) criteria, which qualifies Ormond Beach property owners in floodplains for reduced rates on flood insurance.						
Financial Impact:	None						
Citizen Impact:	These initiatives are beneficial to citizens because they encourage a comprehensive approach to flood management and provide reduced rates for flood insurance to policyholders.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends acceptance of the 2025 update to the Annual Floodplain Management Plan Progress Report.						
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341						
Attachments:	1. 2025 FMP Progress Report Final 2. 2024 Annual PPI Report						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>4/10/2025</td> </tr> <tr> <td>Claire Whitley/Shawn Finley, Assistant City Manager</td> <td>4/22/2025</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>4/24/2025</td> </tr> </table>	Kelly McGuire, Finance Director	4/10/2025	Claire Whitley/Shawn Finley, Assistant City Manager	4/22/2025	Joyce Shanahan, City Manager	4/24/2025
Kelly McGuire, Finance Director	4/10/2025						
Claire Whitley/Shawn Finley, Assistant City Manager	4/22/2025						
Joyce Shanahan, City Manager	4/24/2025						



CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

To: Mayor Leslie and City Commissioners

Thru: Steve Spraker, Planning Director

From: Robin Gawel, Senior Planner, CRS Coordinator

Subject: Floodplain Management 2025 Annual Progress Report

Date: April 9, 2025

Background

Staff has prepared this report for continued certification under the FEMA National Flood Insurance Program (NFIP) Community Rating System (CRS) program. The NFIP provides federally supported flood insurance in communities that regulate development in floodplains. The City of Ormond Beach voluntarily participates in the NFIP Community Rating System (CRS) program which qualifies property owners in floodplains for reduced rates on flood insurance. Under the CRS, flood insurance premiums are discounted to reward community actions such as: 1) Reduce flood damage to insurable property through planning and outreach; 2) strengthen and support the insurance aspects of the NFIP; and 3) encourage a comprehensive approach to floodplain management. FEMA recognizes Ormond Beach as a Class 5 CRS community which means that new and renewed flood policies may qualify for a 25% discount on their flood insurance premiums.

Floodplain Management Plan

The Volusia County Integrated Floodplain Management Plan follows the format and outline of the CRS requirements and is integrated with the Volusia County Multi-Jurisdictional Local Mitigation Strategy (LMS) last updated in 2020. The plan is designed to encompass a snapshot of floodplain hazards throughout the county and provide individual jurisdictional plans.

The city has been a participant in the Volusia County Local Mitigation Strategy (LMS) initiative since 1998. The LMS was created and adopted to more effectively plan disaster related responses and provide mitigation initiatives designed to reduce hazards and/or to protect people and property when hazards do occur. The Volusia County Multi-Jurisdictional LMS was updated in 2020 and found in compliance with the federal hazard mitigation planning standards. On May 12, 2020, by Resolution 2020-45, the City Commission formally adopted the five-year update of the Volusia County LMS which includes the Volusia County Integrated Floodplain Management Plan and the County's Flood Response Plan. The Volusia Multi-Jurisdictional Local Mitigation Strategy (LMS), Volusia Multi-Jurisdictional Program for Public Information (PPI) Plan, and Volusia Integrated Floodplain Management Plan are currently undergoing required 5-year updates which will be presented to the City Commission upon completion later this year.

To continue participation in the NFIP and fulfill the CRS criteria, an annual progress report on the status of the implementation of the project is required. There are eight countywide goals adopted in the Integrated Floodplain Management Plan and nine separate objectives established by the city to minimize the effects of flood events in the City of Ormond Beach, with the status of each goal and objective implementation provided.

Availability

Copies of the 2020 Volusia County Multi-Jurisdictional LMS and this report can be obtained from the City of Ormond Beach Planning Department or on the City of Ormond Beach Floodplain Management website <http://www.ormondbeach.org/index.aspx?nid=243>. In addition, this report is being provided to the City of Ormond Beach Commission on April 15, 2025, and as a public document will be posted to the City of Ormond Beach website and copied to local media.

Status of Plan Implementation

The current 2020 Volusia County Multi-Jurisdictional LMS was updated and found in compliance with the federal hazard mitigation planning standards. The City Commission formally adopted the five-year update of the Volusia County LMS which included the Floodplain Management Plan (FMP) pertaining to the city and the County's Flood Response Plan. There are eight countywide goals adopted in the Volusia Integrated Floodplain Management Plan and nine separate objectives established by the City to minimize the effects of flood events in the City of Ormond Beach. The status of the implementation of each goal and objective is provided below;

Status of Integrated Floodplain Management Goals and Objectives	
Goal	Status
Countywide Goal 1: Prevent new development in the floodplain from increasing runoff and resulting in increases in flood volumes in the floodplain. City Objective 1: Protect human life and health. City Objective 2: Minimize or eliminate property damage; and City Objective 3: Minimize the need for future expenditure of public money for costly flood control response to and recovery from flood events.	Achieved through Ormond Beach Floodplain Management Ordinance, City Code of Ordinances, building permitting process, and the provisions of the Land Development Code which require water quality treatment volume, runoff attenuation, and compensating storage volume for fill planned to be placed inside the Special Flood Hazard Area. (On-going)
Countywide Goal 2: Develop and maintain a proactive public awareness and outreach that informs and notifies property owners that they are located in a flood zone and provide assistance and information regarding flood zones, protection of property, local drainage and sewer back-up problems. Countywide Goal 3: Provide advice and assistance to property owners concerning the protection of their properties from flooding, local drainage and sewer back-up problems. City Objective 7: Ensure that potential buyers are notified that property is in an area of special flood hazard; and City Objective 8: Require the use of appropriate construction practices in order to prevent or minimize future flood damage.	Accomplished through the City's mapping information provided on the website http://www.ormondbeach.org/index.aspx?nid=243 , flood protection reference materials available in the Planning Department or City Island Library and distribution of flood information (On-going) . Additionally, the city in coordination with the other 10 participating CRS communities are updating the Program for Public Information (PPI). The PPI plan is a countywide public outreach program to promote awareness of flood issues. The adopted plan is a 5-year update to the outreach projects and measurable outcomes through a detailed analysis. Since the plan is currently undergoing an update, the 2024 annual review report is provided (see attached Program for Public Information Annual Report). (On-going)
Countywide Goal 4: Continue with the Hazard Mitigation Grant Program to identify and obtain	The city was awarded FEMA funding to elevate the residence in the Thompson Creek flood area.

Status of Integrated Floodplain Management Goals and Objectives	
Goal	Status
funding for both pre-and-post disaster residential mitigation projects regarding flooding. Countywide Goal 5: Prioritize capital projects that will mitigate flood impacts in those areas of the County that have experienced significant flooding problems. Countywide Goal 6: Utilize "Volusia Prepares" Local Mitigation Strategy to guide and assist the County in establishing priorities for flood hazard mitigation projects. Countywide Goal 7: Review the locations and effects on areas that experience flooding and determine what steps, if any, the County and municipalities can take to alleviate future impacts. and	(Completed 2011) Also, the city was awarded multiple FEMA grants for a combination of mitigation projects for the Laurel Creek drainage basin area to interconnect Central Park lakes 1-5 to Laurel Creek, reconstruct Hand Avenue, install a new drainage system to reduce flooding frequency, implement a system to draw down more rapidly during extreme events using a pump station with an associated treatment pond and force main to the Halifax River. Also, Continuous Monitoring and Adaptive Control (CMAC) Technology was installed to control the lake levels. (Completed January 2014) The City Commission adopted the City's Stormwater Master Plan on March 21, 2023. The plan identifies additional initiatives to alleviate flooding. (on-going) A Hazard Mitigation Grant Program award was received for replacing existing non-impact windows and doors at the Ormond Beach City Hall, Police Department, Fleet Operations, Public Works and Performing Arts Center. These five facilities which are vital before, during, and after a storm event are required to be protected so daily City operations are not impacted. (Completed February 2023) Hazard Mitigation Grant Program (HMGP) funding for Hurricane Ian and Nicole were announced in 2023. The city ranked the following as the top two projects for funding: 1. Fleming Avenue Pump Station to discharge to Halifax River– "shovel ready" and cost effective. Total estimated cost: \$12,561,200. 2. Generators for Fire Stations 92 and 93 to ensure continuity of operations – Total estimated cost: \$231,406. (Approved, Agreement fully executed March 2025.) Hazard Mitigation Grant Program (HMGP) funding for Hurricane Debby was announced in 2025. The Volusia County LMS committee ranked the following as the top project for funding 1. The North John Anderson Stormwater Improvements Also, Flood Mitigation Assistance (FMA) funding was applied for the following projects: 1. Elevate and retrofit four homes in flood

Status of Integrated Floodplain Management Goals and Objectives	
Goal	Status
	prone area. 2. Acquisition, demolition, and open space preservation of 1 home in flood prone area.
Countywide Goal 8: Develop Floodplain Management Plans for participating CRS municipalities in Volusia County (and others as desired).	The city adopted the 2020 Volusia County Multi-Jurisdictional LMS on May 12, 2020, which now includes the Volusia County Integrated Floodplain Management Plan. (Completed 2020. A 5-year update is to be completed 2025)
City Objective 4: Minimize unnecessary disruption of commerce, access and public service during times of flooding.	The city adopted the 2020 Volusia County Multi-Jurisdictional LMS which now includes Volusia County Flood Warning Program. This program is designed to assist residential and business owners to know when a potential flood threat is imminent and be able to take the necessary precautions to protect their property. Also, City staff participate in countywide multi-agency emergency preparedness and post disaster recovery training to minimize unnecessary disruption. (On-going)
City Objective 5: Minimize damage to public and private facilities and utilities located in areas of special flood hazard.	The Public Works Department continues to perform proactive and reactive drainage maintenance cleaning, street sweeping and drainage system rehabilitation such as storm pipe linings within the city throughout the year. Additional drainage maintenance activities have and will be performed prior to any natural disaster (hurricane/tropical storm). Public Works keeps a detailed log identifying areas within the city that are inspected and cleaned. This ensures that every City-owned or maintained drain, ditch, and canal functions are as efficient as possible. (On-going)
City Objective 6: Help maintain a stable tax base by providing for the sound use and development of flood hazard areas. City Objective 9: Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain.	Achieved through Ormond Beach Floodplain Management Ordinance, City Code of Ordinances, building permitting process, drainage system maintenance and stormwater management plans. (On-going). Effective October 1, 2023, the City was recognized as a Community Rating System Class 5. Flood insurance premiums for most NFIP policies qualify for a 25% discount.



Community Rating System (CRS) Program for Public Information (PPI)

2024 Annual Evaluation Report

The **Program for Public Information** is an ongoing public information effort to design and transmit the messages that the communities determine most important to its flood safety and the protection of its floodplains' natural functions.

1. **Date of the Annual PPI committee meeting for this evaluation:** February 9, 2024
2. **List of committee members that attended the annual PPI committee meeting above:**
Daytona Beach Shores, Daytona Beach, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, Unincorporated Volusia County
3. **List the Priority audiences for your community:**
 - A. General Public
 - B. Residents with Structures in the Special Flood Hazard Area
 - C. Repetitive Loss Areas
 - D. Real estate, lending and insurance companies
 - E. New residents/property owners
4. **List the Topics and associated messages with the desired outcomes for each message:**

<u>PPI Messages</u>	<u>Desired Outcome</u>
A: Know your risk of flooding. Finding out is easy!	A: More map information inquiries and flood determination requests.
B: Protect yourself and your property from the next flood with flood insurance.	B: Increase in the number of flood insurance policies.
C: Follow proper safety precautions and turn around, don't drown. Sign up for alerts @ https://www.volusia.org/services/public-protection/emergency-management/	C: No water rescues or police citations for ignoring barricades after a flood event. More citizens register for Everbridge.
D: Keep debris and trash out of streams and ditches.	D: Reduced number of calls related to stream obstruction.
E: Build responsibly. Get a permit before you build.	E: Decrease in number of code violations for not obtaining a building permit.
F: Keep natural areas undisturbed. Limit use of fertilizers and pesticides. Report illegal dumping or clearing.	F: Water quality maintained.
G: You can protect your home investment by purchasing flood insurance.	G: Increased number of requests for flood insurance policies.

H: Check with your agent to see if you are fully insured. The cost of flood insurance is a drop in the bucket compared to the cost from flood damage. Just a few inches of water can cause tens of thousands of dollars in damage.
I: Hire only licensed contractors who know the codes.

H: Increase in the number of flood policies in the X zone.

I: Fewer cases of unpermitted work.

5. List the projects in the PPI used to convey the above messages:

- A. Consolidated Flood Facts Brochure on all messages and handouts distributed in all community permitting offices. Messages A-I
- B. Consolidated Flood Facts Brochure on all messages and handouts distributed at branch libraries. Messages A-I
- C. Consolidated Flood Fact Brochure on all messages and handouts to Chamber of Commerce for display. Messages A-I
- D. Booths at countywide and citywide events. Messages A-I
- E. Presentations for countywide citizen and professional groups. Messages A-I
- F. Flood guide for flood hazard preparedness. Messages A-I
- G. Letter to Repetitive Loss Areas. Messages A-I
- H. Emergency Management presentations. Messages A-I
- I. COAD Hurricane Expo. Messages A-I
- J. CodeRED messages. Messages A-I
- K. Real estate, lending and insurance companies' letters. Messages A-I
- L. Ask Before You Buy brochure. Messages A, B, E, G, H, and I
- M. Councilman/Commissioner/Mayor letters. Messages A-I
- N. County Emergency Management presentation to Realtor Boards. Messages A-I

6. List which Projects were implemented for this reporting period:

- A. Consolidated Flood Facts Brochure sent to all properties in or near a Special flood Hazard area. Messages A-I.
- B. Consolidated Flood Facts Brochure at each community permitting office. Messages A-I.
- C. Consolidated Flood Fact Brochure at Libraries. Messages A-I
- D. Consolidated Flood Fact Brochure at Chamber of Commerce. Messages A-I
- E. Booths at countywide and citywide events. Messages A-H
- F. Presentations to several groups. Messages A-H
- G. Flood Guide to Special Flood Hazard Areas. Messages A-H.
- H. Letter to Repetitive Loss Areas. Messages A, B, D, G, H
- I. Emergency Management Presentation. Messages A-B
- J. Everbridge Messaging. Messages A-I
- K. Real estate, lending and insurance companies' letters. Messages A-I
- L. Ask Before You Buy Brochure. Messages ABEGHA, and I

- M. Mayor's Letters. Messages B
- N. Emergency Management Presentation to Real Estate Board. Messages A-B.
- O. Door Hangers. Messages C

7. List what progress was made toward the desired outcomes:

Listed below are the outcomes to Messages A-I in the PPI for the participating communities:

- A. More community flood zone inquiries/determinations. Homebuyers are exercising due diligence with property searches and continue to inquire about flood zones.
- B. Increase in the number of flood insurance policies. There is a significant decrease in overall flood insurance policies. Due to Risk Rating 2.0, all policies, whether in a Special Flood Hazard Area (SFHA) or not, are combined in one number per jurisdiction.
- C. No water rescues or police citations for ignoring barricades after a flood event. More citizens register for CodeRED. No major storm or flood related events occurred in 2023, therefore there was a significant decrease in water rescues throughout the county. Registrations for Everbridge are at an all time low. It was surmised this is due to a lack of trust after 4:00 am message sent by the State of Florida to all registered mobile devices.
- D. Reduced number of calls related to stream obstruction. Countywide, the reported calls have decreased.
- E. Decrease in number of code violations for not obtaining building permit. The trend shows a major increase countywide in code violations.
- F. Water quality maintained. Overall water quality has been maintained.
- G. Increase number of requests for flood insurance policies. Overall, there has been a decrease in the number of flood insurance policies.
- H. Increase the number of flood policies in the X zone. Due to Risk Rating 2.0, flood policies are no longer being tracked by zones. This message will need to be revised.
- I. Fewer cases of unpermitted work. Cases of unpermitted work has increased.

8. List what should be changed (if anything). This should include what messages, outcomes and projects should be revised or dropped and what new ones should be initiated. Below are Messages A-I analysis and recommendations:

A. Know Your Risk of flooding.

Analysis: The trend shows a significant increase in inquiries and flood determination requests countywide. Explanation for the trend includes:

- There was a significant increase in homes sales and new construction. More property purchasers, real estate firms, and lenders needing flood determinations.
- There are more new people in the area doing their due diligence before purchasing properties and are inquiring about elevation and flood determinations.

Recommendations:

- The message in the PPI should continue to be disseminated to the property owners in the Special Flood Hazard Areas and repetitive loss areas.
- Communities should educate their staff on logging information utilizing FEMA's log form.
- Communities need to update contact information on websites.

B. Protect yourself and your property from the next flood with flood insurance

Analysis: The flood insurance policies for both Special Flood Hazard Areas and Preferred Risk Policies in X zones show a declining trend. The Committee members discussed the following:

- An increase in cash buyers or those who do not live in a Special Flood Hazard Area are not required to purchase Flood Insurance.
- There may be more competitive private insurance premiums. However, homeowners may not understand the difference between private and NFIP regarding benefits and grants.
- The insurance data is not clear if policies for the influx of condominiums and apartment structures over single-family residences are counted.
- The trend may change due to possible changes with insurance companies, such as Citizens Insurance who require flood insurance on all policies regardless of their loan status.

Recommendations:

- The message in the PPI should continue to be disseminated to the property owners in the Special Flood Hazard Areas and repetitive loss areas.
- There is no need to focus on changing the messaging to those in the Special Flood Hazard areas regarding private versus FEMA NFIP Flood Insurance.

C. Follow proper safety precautions and turn around, don't drown. Sign up for alerts.

Analysis: The trend shows there is a significant decrease in the number of people signing up for Everbridge. There was a significant increase in the amount of water rescue or police citations reported. The Committee members discussed the following:

- The decrease in water rescues or police citations was largely due to the fact there were no major storms or flooding events in 2023.
- Communities agree that there is a lack of reporting procedures for water rescues or those who disregard barricades.
- There is a lack of trust with Everbridge due to a message that was sent in the early morning to everyone in the State of Florida as a "test message".

Recommendations:

- Continue messages in the PPI.

- Increase outreach opportunities to inform residents of safety measures during and after flooding events.
- Reeducate the public on Everbridge and come up with a multi-jurisdictional social media campaign to encourage residents to sign up.
- Provide outreach that focuses on safety practices, before and after a storm.
- Inquire with law enforcement and central dispatch on reporting procedures for violations regarding barricades or water rescue operations throughout the year.

D. Keep debris and trash out of streams and ditches.

Analysis: The trend is showing a significant decrease countywide this last year. The Committee members discussed the following:

- There is an increase in code activity.
- Residents, neighborhoods, and jurisdictions are more proactive on clean up and recovery efforts after major storm events of 2022.

Recommendations:

- Continue outreach messages in the PPI.

E. Build Responsible. Get a permit before you build.

Analysis: The trend shows an increase in violations. The Committee discussed:

- There is a lack of Substantial Damage Management Plans or Floodplain Development Permits throughout multiple jurisdictions in the County.
- More homeowners are becoming their own contractors after receiving their insurance funds and are not educated on what repairs require permits.
- FEMA and the Florida Division of Emergency Management (FDEM) are involved in Floodplain Management since the 2022 storm events.

Recommendation:

- Develop, review or update jurisdictional Substantial Damage Management Plans to notify property owners of required permitting after storm events.

F. Keep natural areas undisturbed. Limit use of fertilizers and pesticides. Report illegal dumping or clearing.

Analysis: The trend shows that the water quality has been maintained. Most cities do not measure the nutrients in the waterways. Usually, the County monitors many locations routinely throughout the County.

Recommendations:

- Evaluate this message when updating the PPI to focus on preserving and maintaining the natural functions of open space within the floodplain and its relationship to water quality.
- Work toward improvements with the natural environment and waterways.
- Include saving threatened and endangered species.

G. You can protect your home investment by purchasing flood insurance

Analysis: Overall, there has been a decrease in the purchase of flood insurance. Analysis coincides with the other messages relating to flood insurance. Property owners are opting out of flood insurance.

Recommendations:

- Continue messages in the PPI.
- There is a need to educate the public regarding flood damage assistance and the requirement to purchase flood insurance, even if the property is in an X zone end even if there is no load on the property.

H. Check with your agent to see if you are fully insured. The cost of flood insurance is a drop in the bucket compared to the cost from flood damage. Just a few inches of water can cause tens of thousands of \$s in damage.

Analysis: The policies in the X zone continue to decrease. The Committee members discussed the following:

- Due to Risk Rating 2.0, Preferred Risk Policies are no longer separated from the other policies. Therefore, this message is no longer measurable.

Recommendations:

- The Committee needs to develop a new message for the update of the PPI in 2025.

I. Hire only licensed contractors who know the codes.

Analysis: This message shows an increase in unpermitted work. The Committee members discussed the following:

- The high cost of construction materials and contracted labor is causing residents to become their own contractor to save money. Residents may not be aware of permit requirements in their jurisdiction.
- Delays in recovery and funding or inability to hire a contractor and go through the permit process fast enough for the resident.
- FEMA and FDEM have been inquiring about substantially damage properties and requesting permit information on properties. If properties have completed, or in process, unpermitted work, FEMA is requiring jurisdictions to provide them with proof of code compliance.

Recommendation:

- Continue to provide outreach messages in the PPI
- Implement a Substantial Damage Management Plan or review an existing one.
- Continue to educate FEMA representatives on the Florida Building Code and local jurisdiction requirements for permits, i.e. permits not being required to replace flooring, paint, etc.



City of Ormond Beach

AGENDA ITEM

May 6, 2025 - City Commission

Number: 8.A

Section:	SECOND READING OF ORDINANCES		
Item Category:	Second Reading of Ordinances	Res./Ord. No:	2025-18
Strategic Goal:	Governance - Other		
Department:	City Attorney		
Subject:	Ordinance Regarding the Preservation of Public Spaces (SECOND READING)		
Summary:	<u>Introduction:</u> The purpose of this Ordinance is to regulate the preservation of public spaces by prohibiting overnight public camping, sleeping on public grounds or property, including at public buildings or rights-of-way with limited exceptions. <u>Background:</u> The Florida Legislature has adopted Section 125.0231, <i>Florida Statutes</i>, making it impermissible as of October 1, 2024, for municipalities to allow overnight public camping or sleeping on any public property within its jurisdiction (with exceptions for a declared state of emergency or when said public property has been designated for camping or sleeping). As such, the city has an obligation to prohibit these activities; failure to do so may subject the city to penalties in a civil action to enjoin violations of the statute. * It is important to note that the ordinance tracks the specific language of the state statute that regulates OVERNIGHT sleeping/camping. Neither the state statute, nor this proposed ordinance, regulates sleeping/camping during the daytime. * If you have any questions regarding this proposed ordinance, please contact Deputy City Attorney, Ann-Margret Emery.		
Financial Impact:	None		
Citizen Impact:	It is beneficial to preserve public spaces for all residents to enjoy.		

Recommended Action (Staff, Advisory Board and/or Other):	It is recommended the City Commission approve the amendment to Chapter 17, streets, sidewalks and other public spaces of the code of ordinances by amending section 17-5 to add preservation of public spaces.	
Staff Contact:	Randy Hayes, City Attorney, (386) 236-2000	
Attachments:	1. 25-18 Preserve Public Spaces (P25-0039G) 2. Ordinance Business Impact Estimate	
Approval:	Kelly McGuire, Finance Director	4/16/2025
	Claire Whitley/Shawn Finley, Assistant City Manager	4/16/2025
	Joyce Shanahan, City Manager	4/22/2025

ORDINANCE NO. 2025-18

AN ORDINANCE AMENDING SECTION 17-5, RESERVED, OF CHAPTER 17, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE CODE OF ORDINANCES; BY ADDING A NEW SECTION TITLED, PRESERVATION OF PUBLIC SPACES; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature in adopting section 125.0231 Florida Statutes, has made it impermissible, effective October 1, 2024, for municipalities to authorize or otherwise allow public camping or sleeping at public buildings, on public grounds, property or rights-of-way, with the exception of very particular circumstances such as for designated recreational uses; and

WHEREAS, the intent of the Florida Legislature in adopting section 125.0231 Florida Statutes, was to fulfill an important state interest of ensuring the health, safety, welfare, and quality of life of Florida communities while simultaneously making adequate provision for the homeless population of the state; and

WHEREAS, section 125.0231 Florida Statutes, places an obligation on cities to proactively avoid violations of the new law, failure to do so subjects municipalities to civil actions by residents or owners of a business located in the city; additionally, the Attorney General may enjoin violations of the new law, imposing damages to include attorneys' fees and costs, effective January 1, 2025; and

WHEREAS, the United States Supreme Court in *City of Grants Pass, Oregon v. Johnson, et. al*, 144 S. Ct. 2202 (2024); Case No. 2023-175 (June 28, 2024), found that such laws are constitutional and do not violate the Eighth Amendment restriction on cruel and unusual punishment against homeless individuals; and

WHEREAS, the City finds it appropriate to amend its Code of Ordinances to align with section 125.0231 Florida Statutes; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA,
THAT:

SECTION ONE. Incorporation of Recitals. The above recitals represent the legislative findings of the City of Ormond Beach supporting the need for this ordinance.

SECTION TWO. Section 17-5, Reserved, of Chapter 17, Streets, Sidewalks and Other Public Places, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 17-5. – ~~Reserved.~~ Preservation of public spaces.

(a) Prohibition of Public Camping.

- (1) It shall be unlawful for any person to publicly camp or sleep on any public property, including but not limited to, any public building or its grounds unless designated for public camping and sleeping for recreational purposes by the city. For purposes of this prohibition, grounds shall include the entirety of the parcel of public property beyond the building, including, but not limited to, grass areas, sidewalks, public right-of-way and parking facilities.

For purposes of this section, "Public Camping or Sleeping" shall have the following meaning, as set forth in section 125.0231 Florida Statutes:

- a. Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belonging; or
- b. Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.
- c. The term does not include:
 - i. Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be; or
 - ii. Camping for recreational purposes on property designated by the City for such purposes.

(2) Enforcement and Penalties.

- a. This Ordinance may be enforced by the Ormond Beach Police Department.
- b. A first-time violator of this Ordinance shall be provided a warning.

c. A second or subsequent violation of this Ordinance or failure to comply after warning shall be prosecuted in the same manner as misdemeanors are prosecuted. Upon conviction, a violator shall be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the county jail not to exceed sixty (60) days or by both such fine and imprisonment, as provided in section 775.082 or 775.083 Florida Statutes.

d. Each violation of this Ordinance shall constitute a separate violation.

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

PASSED UPON at the first reading of the City Commission, this 15th day of April, 2025.

PASSED UPON at the second and final reading of the City Commission, this 6th day of May, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title: 2025-18

AN ORDINANCE AMENDING SECTION 17-5, RESERVED, OF CHAPTER 17, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE CODE OF ORDINANCES; BY ADDING A NEW SECTION TITLED, PRESERVATION OF PUBLIC SPACES; PROVIDING TERMS AND CONDITIONS; 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.

- X 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.

The purpose of this ordinance is to regulate the preservation of public spaces by prohibiting overnight public camping, sleeping on public grounds or property, including at public buildings or rights-of-way with limited exceptions.

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;

N/A

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

N/A

- 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.

N/A

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

N/A

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.)