City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

May 5, 2026, 7:00 PM

Jason Leslie, Mayor
Lori Tolland, Zone 1
Travis Sargent, Zone 2
Kristin Deaton, Zone 3
Harold Briley, Zone 4

Agenda

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

A. Captain D.W. Smith

B. National Safe Boating Week

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & ON THE CONSENT AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - April 7, 2026

B. Minutes from City Commission meeting - April 21, 2026

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. Fortunato Park Pier and Gazebo Construction, Florida Inland Navigation District Grant

RESOLUTION NO. 2026-57: 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 CONSTRUCTION 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.

B. Riviera Park Pier and Gazebo Construction, Florida Inland Navigation District Grant

RESOLUTION NO. 2026-58: 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 CONSTRUCTION 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.

C. Community Development Block Grant, FY 2026-27 Sanchez Park Improvements Application

RESOLUTION NO. 2026-59: 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 2026/27 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.

D. Community Development Block Grant, FY 2026-27 Forest Hills Blvd. Sidewalk Application

RESOLUTION NO. 2026-60: 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 2026/27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FUNDING ASSISTANCE FOR IMPROVEMENTS TO THE FOREST HILL BOULEVARD SIDEWALK; 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.

E. Bid Award - Service Line Inventory

RESOLUTION NO. 2026-61: A RESOLUTION ACCEPTING A BID FROM THE NEXT WAVE PLUMBING, LLC FOR CONSTRUCTION SERVICES REGARDING THE LEAD SERVICE LINE INVENTORY PROJECT, UNDER BID NO. 2026-14; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

F. Bid Award - Fires Station 93 Wind Wall and Pad Construction

RESOLUTION NO. 2026-62: A RESOLUTION ACCEPTING A BID FROM GREG REYNOLDS CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES REGARDING THE FIRE STATION 93 WIND WALL AND PAD CONSTRUCTION PROJECT, UNDER BID NO. 2026-19; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

G. Volusia County Schools SRO Agreement

RESOLUTION NO. 2026-63: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE SCHOOL BOARD OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

H. **Disposition Item:** Auto Renewal - Debris Removal Contract

I. **Disposition Item:** Intent To Bid – Halifax River Utility Crossing

8. PUBLIC HEARINGS

A. Ormond Crossings Central, Establishment of a Community Development District (CDD) (SECOND READING)

ORDINANCE NO. 2026-06: AN ORDINANCE GRANTING THE PETITION OF ORMOND CROSSING CENTRAL, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; CREATING AND ESTABLISHING THE ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

B. Ormond Crossings East, Establishment of a Community Development District (CDD) (SECOND READING)

ORDINANCE NO. 2026-07: AN ORDINANCE GRANTING THE PETITION OF ORMOND CROSSING EAST, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; CREATING AND ESTABLISHING THE ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

9. FIRST READING OF ORDINANCES

A. Amendment to Code of Ordinances 15-92 and 15-99 Regarding the Sale and Consumption of Alcoholic Beverages

ORDINANCE NO. 2026-08: AN ORDINANCE AMENDING SECTION 15-92, DEFINITIONS, AND SECTION 15-99, DISPLAY, PROMOTION OR SALE OF ALCOHOLIC BEVERAGES, OF ARTICLE III, SPECIAL USES OF CITY PROPERTY, OF CHAPTER 15, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, TO ALLOW FOR THE SALE AND CONSUMPTION OF COMMERCIALLY PACKAGED LOW PROOF ALCOHOLIC BEVERAGES;

REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

10. DISCUSSION AND DIRECTION ITEMS

A. Yoon Way Street Name Change

11. REPORTS, SUGGESTIONS, REQUESTS

12. 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.



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Phone: 386-610-0400



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City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

April 7, 2026, 7:00 PM

Jason Leslie, Mayor
Lori Tolland, Zone 1
Travis Sargent, Zone 2
Kristin Deaton, Zone 3
Harold Briley, Zone 4

Minutes

1. CALL TO ORDER

Mayor Leslie called the meeting to order at 07:01 PM.

Present: Mayor Jason Leslie, Commissioners Lori Tolland, Travis Sargent, Kristin Deaton, and Harold Briley, City Manager Joyce Shanahan, Assistant City Attorney Ann-Margret Emery, Assistant City Managers Claire Whitley and Shawn Finley, and City Clerk Susan Dauderis.

2. INVOCATION

Father Justin Vakko, Prince of Peace Catholic Church, provided the invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Leslie led the Pledge of Allegiance.

4. PRESENTATIONS AND PROCLAMATIONS

A. Ormond Beach Historical Society 50th Anniversary

Mayor Leslie presented a proclamation to the Ormond Beach Historical Society celebrating their 50-year anniversary.

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & ON THE CONSENT AGENDA

Ms. Stephanie Mason-Teague, 78 East Granada Boulevard, stated she was the director of the Ormond Memorial Art Museum and Gardens and provided a handout regarding the statistics and past events of the museum. She invited the Commission to the Art in the Garden event. She reviewed upcoming projects for the museum.

Ms. Jennifer Bright, PO Box 62, expressed concerns regarding transparency with public meeting technology, access to audio recordings, and funds used.

Mayor Leslie inquired if the city had a YouTube channel; whereby, Ms. Claire Whitley, Assistant City Manager, explained the city's YouTube page was still up, noting the Commission meeting recordings were available on the website through the enhanced agenda software.

Commissioner Sargent requested a social media post to educate residents on the new software functionality and location on the website to access.

Mr. Alan Burton, 915 Ocean Shore Boulevard, disclosed he was running for Zone 1 City Commissioner. He discussed the zoning of golf courses in and around the city and requested the Commission direct staff to provide a workshop with facts and statistics regarding local golf courses, Community Redevelopment Agency (CRA) information, zoning, future land use, and legal tools utilized.

Ms. Coleen McMahon, 45 Carrolwood Circle, discussed the closure and history of the Riverbend Golf Course. She reviewed requests and discussion from the city and the Federal Aviation Administration (FAA). She reviewed the potential uses and FAA denied uses. She voiced concerns of funding and transparency with the Ormond Beach Municipal Airport and FAA communications.

Mr. Derrick Weader, no address provided, expressed concerns of trust with elected city leadership and provided details regarding the concerns.

Ms. Cat Pante, exempt address, reviewed concerns with the previously discussed potable reuse water discussion. She stated she did not support or oppose the potable reuse water options but did oppose the misleading effort and misinformation. She expressed concerns regarding the ongoing contaminants seeping into the aquifers, and highlighted the city was leading in water treatment in the area.

Ms. Elena Krafft, 28 Old Canyon Lane, reviewed the need for voters to vote on a policy banning potable reuse. She requested a timeline of when the item would be brought back to the Commission and provided information on the direction other municipalities were taking. She discussed residents' distrust of the Commission and the need for the residents' vote.

6. APPROVAL OF MINUTES

A. Minutes from City Commission special meeting - March 13, 2026

Mayor Leslie advised the minutes from the March 13, 2026, special 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 Sargent moved, seconded by Commissioner Deaton, for approval of the March 13, 2026, City Commission meeting minutes.

Motion passed by voice vote.

7. 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 and noted staff requested Item 7A be removed from the Consent Agenda.

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of the Consent Agenda, absent Item 7A.

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

B. Bid Award - 2026 Storm and Sewer Pipe Lining

RESOLUTION NO. 2026-47: A RESOLUTION ACCEPTING A BID FROM INSITUFORM TECHNOLOGIES LLC FOR CONSTRUCTION SERVICES REGARDING THE 2026 STORM AND SEWER PIPE LINING PROJECT, UNDER BID NO. 2026-17; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

C. A1A Utility Relocation Phase 2 (Roberta Rd to Flagler County Line)

RESOLUTION NO. 2026-48: A RESOLUTION ACCEPTING A BID FROM THADCON, LLC. FOR CONSTRUCTION SERVICES REGARDING THE A1A UTILITY RELOCATION PROJECT PHASE 2, UNDER BID NO. 2026-10; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

D. Authorization to Accept Settlements Related to the National Opioid Litigation Matter

RESOLUTION NO. 2026-49: A RESOLUTION AUTHORIZING THE EXECUTION OF A COMBINED SUBDIVISION PARTICIPATION FORM, INCLUDING ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO, REGARDING SETTLEMENTS WITH ASSOCIATED PHARMACIES, INC.; JM SMITH CORPORATION; MORRIS AND DICKSON CO. LLC; LOUISIANA WHOLESALE DRUG COMPANY, INC.; NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC.; AND UNITED NATURAL FOODS, INC./SUPERVALU, IN CONNECTION WITH THE NATIONAL OPIOID LITIGATION MATTER; AND SETTING FORTH AN EFFECTIVE DATE.

E. Settlement of Personal Injury Claim of Lailaney Vasanjee

RESOLUTION NO. 2026-50: A RESOLUTION APPROVING THE SETTLEMENT OF PERSONAL INJURY CLAIMS FILED BY LAILANEY VASANJEE; AUTHORIZING THE EXECUTION OF ALL PAPERS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

F. **Disposition Item:** Intent To Bid Andy Romano Beachfront Park Shade Structures Replacement Project

A. Locally Funded Agreement - FDOT Project #450644, State Road 5A (Nova Road) from Flomich Street to US 1

RESOLUTION NO. 2026-32: A RESOLUTION AUTHORIZING THE EXECUTION OF

A LOCALLY FUNDED AGREEMENT BETWEEN THE CITY AND FLORIDA DEPARTMENT OF TRANSPORTATION, REGARDING THE UPGRADE OF MAST ARMS ALONG NOVA ROAD FROM FLOMICH AVE TO US1; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

Ms. Joyce Shanahan, City Manager, explained staff requested the item be removed from the agenda as the item would be discussed during the Capital Improvement Program workshop in May for policy direction.

8. FIRST READING OF ORDINANCES

City Clerk Susan C. Dauderis read by legal title only:

A. Ordinance Calling 2026 Regular City Election

ORDINANCE NO. 2026-05: AN ORDINANCE REGARDING THE OFFICE OF MAYOR AND CITY COMMISSIONERS FOR ZONES 1 THROUGH 4 BY PROVIDING FOR AND CALLING A PRIMARY MUNICIPAL ELECTION OF THE REGISTERED ELECTORS OF THE CITY OF ORMOND BEACH TO BE HELD ON AUGUST 18, 2026; PROVIDING FOR AND CALLING A REGULAR MUNICIPAL ELECTION OF THE REGISTERED ELECTORS RESIDING IN THE CITY OF ORMOND BEACH TO BE HELD ON NOVEMBER 3, 2026; PROVIDING FOR QUALIFYING AND ELECTION PROCEDURES; ESTABLISHING A DATE FOR TAKING OFFICE; AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR SERVICES AND MATERIALS WITH THE COUNTY OF VOLUSIA; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Tolland moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2026-05, on first reading, as read by title only.

Ms. Susan Dauderis, City Clerk, reviewed the municipal election schedule providing dates on qualifying, primary election, and general election.

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

9. DISCUSSION AND DIRECTION ITEMS

A. Ormond Beach Transform386 Projects

Mr. Shawn Finley, Assistant City Manager, reviewed the city's Transform386 projects, including the six studies and one construction project.

Mayor Leslie inquired if there were Volusia County School Board funds appropriated for the Brookwood Tomoka Elementary Drainage study; whereby, Mr. Finley stated staff would provide the report and noted the school board was not receptive in the past.

Commissioner Briley discussed the retention ponds on the school property; whereby, Mr. Finley stated the school board would need to cooperate in the permitting process.

Commissioner Briley voiced concerns regarding the school board not taking responsibility and the new flood concerns for the area.

Mr. Finley reviewed concerns of drainage on the property.

Commissioner Tolland stated Volusia County highlighted the project during a recent review of Transform386 projects.

Mayor Leslie inquired about a timeline for the project; whereby, Mr. Finley indicated he did not know the timeline, noting he was hoping for before hurricane season but could not guarantee it.

Commissioner Sargent questioned if the Hidden Hills drainage basin study's retention pond was private and if the subdivision was contributing towards the costs; whereby, Mr. Finley explained it was a private pond and the subdivision was maintaining the pond's upkeep, noting the work planned was within the city's right-of-way.

Mayor Leslie stated the residents of the area raised money to address the pipes and drainage issues, inquiring if the city would do anything with the work the residents were completing; whereby, Mr. Finley stated the city was prohibited from doing work for private entities.

Commissioner Deaton asked if the pond would be conveyed to the city; whereby, Mr. Finley stated the residents could petition it to the Commission and reviewed the process of what would happen if it were petitioned.

Mr. Finley indicated staff would work with those responsible for private ponds to provide direction and help find a long-term solution.

Commissioner Sargent questioned if there would be a benefit to the city to take over the maintenance of the pond; whereby, Mr. Finley stated the ponds typically were connected by culverts to surrounding neighborhoods which could be impacted.

Commissioner Briley discussed concerns of small neighborhoods' maintenance of ponds.

Mr. Finley reviewed the history of the Hidden Hills area.

Mayor Leslie voiced support of the Bear Creek West Entrance Drainage Analysis.

Commissioner Sargent inquired about purchasing 874 Hull Road to build a pond to alleviate the flooding of the neighborhood; whereby, Mr. Finley stated staff could investigate a potential purchase if the property was for sale. Commissioner Sargent asked if Strickland Creek could be dredged; whereby, Mr. Finley stated it was something staff was looking into improving.

Commissioner Briley inquired if the Ormond Terrace Watershed Study would encompass Woodridge Drive, reviewing flooding concerns in that area; whereby, Mr. Finley stated it would be included.

Commissioner Tolland requested the projects be added to social media; whereby, Mr.

Finley stated now was a good time to provide public information.

Commissioner Sargent suggested a tab on the website for the Transform386 projects. He stated the presented projects should be requested for funding from the state; whereby, Mr. Finley stated these were great projects to bring to the state to ask for funding.

Mayor Leslie asked if the projects were shovel ready; whereby, Mr. Finley stated staff was working towards it.

10. REPORTS, SUGGESTIONS, REQUESTS

Events, Updates, Requests, and Congratulations

Ms. Shanahan provided details on upcoming meetings and city events. She indicated there was a request to move the June 2, 2026, Commission workshop and meeting to June 9, 2026; whereby, the entire Commission agreed, except Commissioner Deaton, who noted she needed to check her schedule and would report back to Joyce if she was available.

Commissioner Tolland congratulated the Ormond Beach Historical Society and the Ormond Memorial Art Museum and Gardens for their anniversaries. She discussed and invited the Commission and residents to the upcoming Founders Day event. She inquired if there were updates regarding the Ormond Beach Municipal Airport obstruction mitigation; whereby, Ms. Shanahan indicated there was no update.

Commissioner Sargent requested staff look into adding the senior long-term resident property tax exemption, noting other municipalities who participated in the exemption. He expressed concerns regarding cryptocurrency scams; whereby, Ms. Ann-Margret Emery, Deputy City Attorney, stated it was limited what staff could do but would need to look into what, if anything, the City could do for prevention.

Mayor Leslie inquired if there could be a social media push to share knowledge on the scam; whereby, Ms. Shanahan stated staff could, noting the targeted population were generally older and probably not social media users.

Commissioner Sargent discussed the accessibility compliance legislation passed and stated he would like to see the video live-streaming of the City Commission meetings added to the budget. He suggested announcements via social media when technology was updated to inform residents of the updates.

Mayor Leslie supported adding the live-streaming to the budget.

Commissioner Deaton inquired the status of the Walmart property project; whereby, Mr. Steven Spraker, Planning Director, stated there were outstanding items on the west side buffer, they were continuing with next phases, and had a goal of an August 2026 completion. She stated there was a lot of trash along the buffer and requested someone speak with Walmart regarding cleaning it up. She discussed concerns regarding broken sidewalks; whereby, Mr. Finley stated someone would take a look, noting staff was working as quickly as possible to repair the sidewalks. She reviewed state regulations regarding electric bicycles (e-bikes) and inquired if the city needed to do anything; whereby, Ms. Shanahan noted the state regulations would supersede any city regulations.

Mayor Leslie congratulated Mr. D.W. Smith on his recent retirement from the Police Department. He stated Enterprise Fleet Management reached out regarding the city's fleet vehicles and provided a handout to the City Clerk to share with the Commission. He stated they met with staff and inquired how the meeting went; whereby, Ms. Shanahan stated Finance Director Kelly McGuire would review during the budget workshops. He discussed events and meetings he attended and provided an update from the First Step Homeless Shelter. He inquired the status on the Andy Romano Beachfront Park parking program; whereby, Ms. Emery provided updates from her meeting with Volusia County, noting staff was reviewing all technical aspects. He questioned the details of funds if the program was implemented; whereby, Ms. Emery stated that was being reviewed.

Mr. Finley provided more details on the parking program.

Commissioner Briley inquired if the Commission would support a letter of support to keep the beachside post office open; whereby, Commissioner Tolland and Mayor Leslie voiced support for the letter.

Traffic Concerns

Commissioner Briley asked if there was an update from the Florida Department of Transportation (FDOT) regarding the Granada Boulevard and Halifax Drive intersection; whereby, Mr. Finley explained FDOT had a consultant looking into the issues at the intersection, noting he would follow up with them. Commissioner Briley voiced concerns regarding the roadway construction on Hand Avenue for the entrance to the Prince of Peace thrift store; whereby, Mr. Finley noted the concerns were previously discussed with him, and he was working with Volusia County to discuss the traffic direction concerns.

Commissioner Tolland stated Prince of Peace reached out to voice concerns, noting the Hand Avenue entrance was heavily utilized.

Mayor Leslie explained he heard resident concerns regarding the road construction along Hand Avenue; whereby, Mr. Finley explained he would provide an update to the Commission after his meeting with Volusia County.

Commissioner Briley suggested staff consider increasing the speed limit along North Halifax Drive due to resident complaints of it recently decreasing; whereby, Mr. Finley suggested the speed limit stay in place for six months to allow staff to accurately review if the new speed limit was working as intended before re-adjusting.

Commissioner Sargent voiced concerns regarding an increased speed limit for the area, noting the need for the reduced speed due to accidents. He urged residents to be careful in the Trails subdivision, noting many recent accidents.

Commissioner Tolland requested the police department provide ideas on how to improve safety within the Trails neighborhood.

Potable Reuse

Commissioner Briley discussed other municipalities' potable reuse water, concerns for the aquifers, and other toxins in the water supply. He voiced support of adding the item to the ballot in November.

Commissioner Sargent expressed support for the item being brought to the voters, noting he wanted more information before deciding and providing direction.

Commissioner Briley explained other municipalities were putting the item on their ballot, noting he sent the verbiage to Mr. Hayes to review. He expressed further concerns regarding municipalities polluting the aquifers.

Mayor Leslie stated he would like to see an item on the next agenda; whereby, Commissioner Briley agreed.

Commissioner Tolland inquired if more scientific research could be completed and presented to the Commission before an item was put on the agenda.

Commissioner Sargent questioned how much reuse water was being discharged into the Halifax River; whereby, Mr. Finley stated it changed seasonally, noting during the dry season there was typically no discharge, during the rainy season there was roughly one million gallons a day. Commissioner Sargent inquired if there was still a plan to purchase land on the west side of the city for a water storage pond; whereby, Mr. Finley stated it was still in the works. Commissioner Sargent questioned if the pond was planned to be lined; whereby, Mr. Finley stated it would not be lined, it would be a natural pond.

Commissioner Briley stated he did not believe the topic was an immediate concern but would like the item to go to the residents for a vote.

Mayor Leslie inquired if there was a consensus to add the topic to the next agenda; whereby, Commissioner Tolland stated she wanted more information and would support it going on the agenda for further information but would not support an ordinance or charter amendment on the agenda.

Commissioner Deaton agreed with Commissioner Tolland requesting further information; whereby, Ms. Shanahan suggested a workshop instead of an agenda item.

Commissioner Briley expressed concerns about the item as a policy decision being overturned by future Commissions and the need for it to be a charter amendment.

Commissioner Sargent inquired how soon a workshop could be scheduled; whereby, Ms. Shanahan stated May 5, 2026.

The entire Commission agreed on May 5, 2026, for a workshop.

Special Exceptions

Commissioner Tolland requested staff update the alcohol sales at special events and the special exceptions to allow for the sale of bottled seltzers and ready-to-drink cocktails.

Mayor Leslie stated with the special exception, included beer, wine, and champagne, clarifying Commissioner Tolland was requesting the addition of canned or bottles malted beverages and ready-to-drink cocktails.

Commissioner Deaton and Mayor Leslie voiced support; Mayor Leslie noted the entire Commission was in support.

City Zoning

Commissioner Tolland requested staff to look into the zoning around golf course areas; whereby, Commissioner Deaton and Mayor Leslie agreed.

Commissioner Deaton discussed the need for staff to review the zoning in areas to prevent situations similar to Tomoka Oaks; whereby, Mr. Spraker stated the city was unable to take away rights from property owners. He explained the zoning around golf courses, noting the surrounding communities could create covenants and restrictions, and stated the city could provide education. He clarified the city could not make that happen.

Commissioner Briley discussed expired Planned Residential Developments and the land use rights.

Commissioner Sargent inquired if there could be a section on the website with all the information; whereby, Mr. Spraker stated staff could add a list of expired development orders if directed.

The entire Commission agreed.

Commissioner Deaton questioned if there was an update regarding the zoning of gas stations and underground tanks abutting residential areas; whereby, Mr. Spraker clarified the city could not make regulations more restrictive than what was already in place, noting Senate Bill 180.

Mayor Leslie inquired if there were any non-conforming properties within the city; whereby, Mr. Spraker stated there were many and discussed how the city managed the non-conforming properties.

City Attorney's Office

Commissioner Sargent suggested reviewing the city’s ordinance, providing examples from nearby municipalities. He suggested adding language to allow Commission review of fixed funds spent, providing information, and having input in the decision-making process.

Mayor Leslie expressed support of the additional language.

Ms. Emery explained there were many matters which came through the City Attorney's Office that did not always go to the Commission such as small risk claims, noting the tight legal timeline to respond.

Commissioner Sargent indicated he was not requesting every matter be brought before the Commission, and provided recent examples highlighting his concerns.

Commissioner Deaton inquired how outside counsel was selected; whereby, Ms. Emery stated the City Attorney's Office selected outside counsel. Commissioner Deaton questioned how the Commission could become involved in the process.

Mayor Leslie questioned whether communications would change if the Commission were to select outside counsel; whereby, Ms. Emery stated communication was a different

matter compared to the selection of outside counsel. He asked if it would be a policy change to allow for more communication; whereby, Ms. Emery stated it could be policy for individual litigation matters based on how the Commission wished to receive notifications and further communication.

Ms. Claire Whitley, Assistant City Manager, stated some litigation matters spanned many Commission terms, noting the legal department would need time to review all aspects of outside counsel selection before bringing anything back to the Commission for approval.

Commissioner Sargent suggested during the Commission Orientation, all pending litigation matters be thoroughly reviewed with the newly elected Commissioners.

Commissioner Deaton expressed support for allowing Commission input on outside counsel selection.

Commissioner Tolland clarified the older litigation matters should remain with the counsel currently in place and any Commission selection would be for new litigation matters. She noted she did not feel comfortable selecting outside counsel without recommendation from staff as that was out of her area of expertise.

Commissioner Sargent explained his idea was for staff to hold a shade meeting at the start of a big litigation to discuss strategy, selection of outside counsel, and provide staff direction.

Mayor Leslie questioned if the change Commissioner Sargent wanted was a policy change; whereby, Ms. Shanahan stated the conversation may be best individually with City Attorney Randy Hayes, noting she would relay the concerns for him to bring back guidance to help the Commission achieve what they were looking for.

Commissioner Sargent expressed opposition to individual meetings, noting the need for the Commission to be able to discuss with each other. He suggested a workshop if needed.

Mayor Leslie agreed with the concerns of individual meetings and the need for the Commission to discuss the topic.

11. ADJOURNMENT

Mayor Leslie adjourned the meeting at 9:33 PM.

APPROVED: May 5, 2026

BY: _____
Jason Leslie, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

April 21, 2026, 7:00 PM

Jason Leslie, Mayor
Lori Tolland, Zone 1
Travis Sargent, Zone 2
Kristin Deaton, Zone 3
Harold Briley, Zone 4

Minutes

1. CALL TO ORDER

Mayor Leslie called the meeting to order at 07:00 PM.

Present: Mayor Jason Leslie, Commissioners Lori Tolland, Travis Sargent, Kristin Deaton, and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Shawn Finley, and City Clerk Susan Dauderis.

2. INVOCATION

Reverend Larry Temple, Life Community Church, provided the invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Leslie led the Pledge of Allegiance.

4. PRESENTATIONS AND PROCLAMATIONS

A. Lieutenant Michael Garner

Mayor Leslie presented a proclamation to Lieutenant Garner for his graduation from session 297 of the Federal Bureau of Investigation National Academy.

B. Fair Housing Month

Mayor Leslie presented a proclamation to the Daytona Beach Realtors Association celebrating Fair Housing Month.

C. National Crime Victims' Rights Week & Sexual Assault Awareness Month

Mayor Leslie presented a proclamation to Ormond Beach Victims' Advocate Courtney Fraine honoring National Crime Victims' Rights Week and Sexual Assault Awareness Month.

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & ON THE CONSENT AGENDA

Mr. Alan Burton, 915 Ocean Shore Boulevard, disclosed he was filed to run for Zone 1 City Commissioner. He expressed appreciation for Parks and Recreation Director Robert Carolin, Commissioner Tolland, and Mr. Doug Thomas for their work within the Parks

and Recreation department and advisory board. He highlighted Mr. Thomas' awards, community involvement, and community contributions. He provided the City Clerk with a copy of his comments.

Ms. Coleen McMahon, 45 Carrolwood Circle, voiced concerns regarding jurisdiction and community welfare within The Falls subdivision. She reviewed the issues within the neighborhood and entities she spoke with. She stated she was running for Zone 1 City Commissioner, noting the neighborhood was in Zone 4.

Commissioner Sargent inquired about jurisdiction of Ms. McMahon's concerns; whereby, Mr. Randy Hayes, City Attorney, stated the Deputy City Attorney was looking into the matter.

Ms. Joyce Shanahan, City Manager, explained when the neighborhood was constructed it was to the standards at the time, noting she previously shared her correspondence from Ms. McMahon with the Commissioners.

Mr. Wayne Stoner, 170 North Yonge Street, voiced concerns regarding electronic bicycles (e-bikes) and similar modes of motorized transportation. He stated many did not follow road rules, noting the need for regulation of e-bikes and similar items.

Mayor Leslie inquired where the city was with e-bikes; whereby, Ms. Shanahan stated the Commission directed staff to research the item, noting staff was still researching.

Mr. Arthur Armstrong, 77 Emerald Lakes, expressed concerns regarding The Falls neighborhood and potential criminal activity.

Ms. Marsha Blew, 12 Honey Bear Path, discussed the zoning and land use of the former Riverbend Golf Course. She provided details on public record requests she made and requested a Request for Proposal be issued to determine vendor interest.

Mayor Leslie inquired if there was a Comprehensive Plan pending for the airport for the Federal Aviation Administration (FAA) approval; whereby, Mr. Brian Rademacher, Economic Development Director, explained due to airport grants the FAA wanted the city to maintain the zoning. Mayor Leslie clarified FAA wanted the city to give priority to aeronautical uses.

6. APPROVAL OF MINUTES

Mayor Leslie advised the minutes from the March 24, 2026, City Commission meeting and March 31, 2026, Special 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.

A. Minutes from City Commission meeting - March 24, 2026

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the March 24, 2026, City Commission meeting minutes.

Motion passed by voice vote.

B. Minutes from Special City Commission meeting - March 31, 2026

Commissioner Briley moved, seconded by Commissioner Deaton, for approval of the March 31, 2026, City Commission Special Meeting minutes.

Motion passed by voice vote.

7. COMMUNITY REDEVELOPMENT AGENCY

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

Mayor Leslie recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings at 7:30 PM.

City Clerk Susan C. Dauderis read by title only:

A. Crossings Boulevard - Segment 1 Reimbursement and Construction Agreement

RESOLUTION NO. 2026-52: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, ALSO ACTING AS THE NORTH MAINLAND/ORMOND CROSSINGS COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AND CONSTRUCTION AGREEMENT BETWEEN THE CITY OF ORMOND BEACH, ORMOND CROSSINGS WEST, LLC AND NORTH MAINLAND/ORMOND CROSSINGS COMMUNITY REDEVELOPMENT AGENCY REGARDING CONSTRUCTION OF SEGMENT 1 OF CROSSINGS BOULEVARD; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**

Mr. Rademacher explained the history and scope of the project for Segment 1 of the Ormond Crossings roadway and reviewed the CRA funding mechanisms.

Commissioner Tolland inquired if it was common practice for the development of an area; whereby, Mr. Rademacher stated it was common practice to allow the developer to construct the roadway.

Commissioner Tolland moved, seconded by Commissioner Sargent, for recommendation of Resolution No. 2026-52, as read by title only.

Motion passed by voice vote.

Mayor Leslie closed the public hearings and reconvened the City Commission meeting at 7:35 PM.

8. 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 Deaton requested Items 8E and 8F be pulled from the Consent Agenda.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of the Consent Agenda, absent Items 8E and 8F.

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

A. Crossings Boulevard - Segment 1 Reimbursement and Construction Agreement

RESOLUTION NO. 2026-52: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, ALSO ACTING AS THE NORTH MAINLAND/ORMOND CROSSINGS COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AND CONSTRUCTION AGREEMENT BETWEEN THE CITY OF ORMOND BEACH, ORMOND CROSSINGS WEST, LLC AND NORTH MAINLAND/ORMOND CROSSINGS COMMUNITY REDEVELOPMENT AGENCY REGARDING CONSTRUCTION OF SEGMENT 1 OF CROSSINGS BOULEVARD; AND SETTING FORTH AN EFFECTIVE DATE.

B. City Commission Regular Meeting Calendar Update

RESOLUTION NO. 2026-51: A RESOLUTION AMENDING THE CITY COMMISSION MEETING SCHEDULE FOR THE MONTH OF JUNE 2026; PROVIDING AN EXCEPTION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

C. FDOT Project ID 419772 Execution of City Utility Interests - Reconstruct Interchange at SR 9 (I-95) and SR 5 (N US-1)

RESOLUTION NO. 2026-53: A RESOLUTION AUTHORIZING THE EXECUTION OF A SUBORDINATION OF CITY ULILITY INTERESTS AGREEMENT IN FAVOR OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR PROPERTY LOCATED AT LOTS 1 AND 2 OF DESTINATION DAYTONA SUBDIVISION; AND SETTING FORTH AN EFFECTIVE DATE.

D. Emergency Procurement - Utility Adjustments Concerning Williamson Boulevard Widening

RESOLUTION NO. 2026-54: A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY EXPENDITURE IN CONNECTION WITH A JOINT PROJECT AGREEMENT WITH THE COUNTY OF VOLUSIA REGARDING UTILITY RELOCATION ALONG WILLIAMSON BOULEVARD; AND SETTING FORTH AN EFFECTIVE DATE.

G. **Disposition Item:** Auto Renewal - Yellowstone Landscape Agreements: Athletic Field And Grounds Maintenance Services

H. **Disposition Item:** Renewal Of Volusia County Cooperation Agreement, Fiscal Years 2027-2029

I. **Disposition Item:** 2026 Floodplain Management Annual Progress Report

J. **Disposition Item:** City Manager's Monthly Report, April 2026

City Clerk Susan C. Dauderis read by legal title only:

E. Yellowstone CPI Rate Adjustment, Athletic Fields

RESOLUTION NO. 2026-55: A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE AMENDMENT AND RESTATEMENT OF AGREEMENT FOR FIELD MAINTENANCE SERVICES BETWEEN THE CITY OF ORMOND BEACH AND AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Deaton moved, seconded by Commissioner Tolland, for approval of Resolution No. 2026-55, as read by title only.

Commissioner Deaton inquired how the Consumer Price Index (CPI) adjusted compared to the one approved in February; whereby, Mr. Robert Carolin, Parks and Recreation Director, explained the item was to help consolidate all vendor agreement renewals and CPI adjustments for future Commission agenda items.

Commissioner Sargent reviewed the scope of work and prices within the contract. He requested staff look at the Oak Forest subdivision area medians, noting there were resident complaints.

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

City Clerk Susan C. Dauderis read by legal title only:

F. Yellowstone CPI Adjustment, Grounds Maintenance

RESOLUTION NO. 2026-56: A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE AMENDMENT AND RESTATEMENT OF AGREEMENT FOR GROUNDS MAINTENANCE SERVICES BETWEEN THE CITY OF ORMOND BEACH AND AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Deaton, for approval of Resolution No. 2026-56, as read by title only.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	No
Carried.	Mayor Leslie	Yes

<u>Commission Comments on the Consent Agenda</u>
Commissioner Sargent reviewed the need for the CPI adjustments on items 8E and 8F.

He noted all large contracts do not need to be bid out, however should be reviewed annually by the Commission.

9. PUBLIC HEARINGS

Mayor Leslie opened the Public Hearings.

City Clerk Susan C. Dauderis read by legal title only:

A. Ormond Crossings Central, Establishment of a Community Development District (CDD)

ORDINANCE NO. 2026-06: AN ORDINANCE GRANTING THE PETITION OF ORMOND CROSSING CENTRAL, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; CREATING AND ESTABLISHING THE ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2026-06, on first reading, as read by title only.

Mr. Steven Spraker, Planning Director, reviewed Items 9A and 9B regarding the Ormond Crossings Community Development Districts (CDD). He discussed the history and provided an update on the Ormond Crossings development. He reviewed the CDD, noting it was consistent with state statutes.

Mr. Jonathan Johnson, applicant representative, reviewed the history of the CDDs for Ormond Crossings and stated he would appreciate the Commission's support of the items.

Ms. Jennifer Bright, PO Box 62, expressed concerns regarding Ormond Crossings, specifically the development, increased traffic, reduced quality of life, infrastructure costs, and environmental impacts.

Commissioner Deaton clarified the vote was for the CDD, not the development; whereby, Mr. Spraker stated that was correct.

Commissioner Tolland inquired when the Ormond Crossings development was approved; whereby, Mr. Spraker stated the property was annexed in 2004, and the development agreement was approved in 2010.

Commissioner Sargent inquired if there was a legal basis to deny the requests; whereby, Mr. Spraker stated not during the Site Plan Review Committee's review.

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

City Clerk Susan C. Dauderis read by legal title only:

B. Ormond Crossings East, Establishment of a Community Development District (CDD)

ORDINANCE NO. 2026-07: AN ORDINANCE GRANTING THE PETITION OF ORMOND CROSSING EAST, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; CREATING AND ESTABLISHING THE ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2026-07, on first reading, as read by title only.

Ms. Bright voiced further concerns of economic impact, governance concerns, and community identity.

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

Mayor Leslie closed the Public Hearings.

10. SECOND READING OF ORDINANCES

City Clerk Susan C. Dauderis read by legal title only:

A. Ordinance Calling 2026 Regular City Election

ORDINANCE NO. 2026-5: AN ORDINANCE REGARDING THE OFFICE OF MAYOR AND CITY COMMISSIONERS FOR ZONES 1 THROUGH 4 BY PROVIDING FOR AND CALLING A PRIMARY MUNICIPAL ELECTION OF THE REGISTERED ELECTORS OF THE CITY OF ORMOND BEACH TO BE HELD ON AUGUST 18, 2026; PROVIDING FOR AND CALLING A REGULAR MUNICIPAL ELECTION OF THE REGISTERED ELECTORS RESIDING IN THE CITY OF ORMOND BEACH TO BE HELD ON NOVEMBER 3, 2026; PROVIDING FOR QUALIFYING AND ELECTION PROCEDURES; ESTABLISHING A DATE FOR TAKING OFFICE; AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR SERVICES AND MATERIALS WITH THE COUNTY OF VOLUSIA; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Deaton moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2026-05, on second reading, as read by title only.

Ms. Susan Dauderis, City Clerk, reviewed the purpose of the item.

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

Carried. Mayor Leslie Yes

11. REPORTS, SUGGESTIONS, REQUESTS

Events, Updates, Requests, and Congratulations

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

Commissioner Tolland, Commissioner Sargent, Commissioner Deaton, Commissioner Briley, and Mayor Leslie congratulated Lieutenant Garner on his graduation and thanked his family for their support.

Commissioner Tolland thanked Ms. Fraine for the support of victims during hard times and discussed events she attended.

Commissioner Tolland, Commissioner Deaton, and Commissioner Briley discussed the upcoming Founder's Day event.

Commissioner Deaton reviewed events she attended and requested a plaque at the base of the Granada Bridge honoring the gentleman whose company built the bridge as there were no benches in the area available for his family to purchase to honor him.

Commissioner Tolland suggested a bench at the proposed linear park along North Beach Street, noting that would be in the future and would alternatively support a plaque at the base of the bridge.

Commissioner Briley inquired if there was an update from the Florida Department of Transportation (FDOT) regarding the intersection of Granada Boulevard and Halifax Drive; whereby, Mr. Finley stated there was no update, noting he would reach out to FDOT.

Mayor Leslie congratulated Former Police Captain DW Smith on his retirement, provided an update on the First Step Homeless Shelter, and reviewed events he attended.

Hand Avenue

Commissioner Tolland requested the Commission send a letter to Volusia County and the FDOT asking about revising the Hand Avenue roadway construction project.

Commissioner Sargent inquired if the city's transportation consultant could be included; whereby, Mr. Spraker clarified it was a Volusia County project and there was no FDOT involvement.

Commissioner Tolland reviewed the safety concerns; whereby, Mr. Finley stated he would speak with county staff.

The entire Commission agreed to send a letter and it not having to come back to the City Commission for approval.

Yoon Way

Commissioner Deaton requested, on behalf of the Yoon family, to change the name of Yoon Way due to proposed developments with a similar name in which they have no involvement, as the family was receiving backlash. She stated there was no address

associated with Yoon Way.

Mayor Leslie inquired if Yoon Way was a public or private street; whereby, Commissioner Deaton stated she believed it was a public street.

Mr. Finley reviewed the process on how to change the name of a street, noting staff would bring street name options to a future meeting.

12. ADJOURNMENT

Mayor Leslie adjourned the meeting at 8:20 PM.

APPROVED: May 5, 2026

BY: _____
Jason Leslie, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	May 5, 2026	**Item No**	7.A.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Fortunato Park Pier and Gazebo Construction, Florida Inland Navigation District Grant		
Recommended Action	Staff recommends approval to submit the complete FIND Waterways Assistance Program grant application for reconstruction of the Fortunato Park Pier and Gazebo.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Public Works - Engineering David Martin, Senior Engineer		

Summary

This is a request for approval to submit a grant application through the Florida Inland Navigation District (FIND) Waterways Assistance Program for the reconstruction of a public pier at Fortunato Park.

An initial grant application was submitted through the FIND Waterways Assistance Program grant for the reconstruction of a public pier and gazebo at Fortunato Park on March 30, 2026. The grant application needs to be completed by May 18, 2026, 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 project was selected for design funding under the Waterways Assistance Program grant. The proposed project includes the 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 construction cost. The Waterways Assistance Program 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.

Financial Impact

The estimated construction cost for the pier and gazebo is $680,000. The City is applying for funding of $340,000 through the FIND grant which provides 50% of the project’s cost. The City's funds would be derived from Fund 104 — Downtown Community Redevelopment (CRA) Fund. The project will be included in the proposed Capital Improvement Plan and Budget.

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.

Attachments

1. 26-57 Fortunato Pier & Gazebo FIND grant (P26-0043G)
2. WAP 2026 Application Part 2 - Fortunato Park Pier and Gazebo
3. Attachement E5 Resolution - Fortunato Park Pier and Gazebo, Ph.2
4. Attachement E6 Attorney's Certification

RESOLUTION NO. 2026-57

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 CONSTRUCTION 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 construction cost of which is estimated to be approximately $680,000.00 ("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 $340,000.00 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 $340,000.00 for the purpose of constructing 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 aforedescribed 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 5th day of May, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E



Florida Inland Navigation District

FY 2026-2027

WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

The following attachments E-1 through E-6, in addition to the requirements of items 7 through 9 of the application checklist, constitute your formal application.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.

Applications must be received by the District by 4:30 p.m. on March 30, 2026.

Application Submission:

Electronic copies (2 separate attachments per instructions):

Attachment 1: Items 1-9, and Attachment 2: Items 10-12



Electronic submission via email to:

CKelley@aicw.org

(pdf file size 15MB or less)

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due -- 30th of March; Property control/Technical sufficiency items – 18th of May, Permits – 21st of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project elements in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note: Pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligibleas project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Board's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: Make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are ONLY being accepted by email. Grant applications shall be submitted via email as two (2) pdf attachments (15mb max size and see attachment instructions on the next page). Make sure to label your pdf attachments with the applicant and project title. You will receive a confirmation email letting you know that your application has been received. Email your completed application to CKelley@aicw.org

Applications must be received by the District by 4:30 p.m. on March 30, 2026.

ATTACHMENT E-1
Waterways Assistance Program FY2026
Applicant Checklist

Project Title:	Fortunato Park Pier and Gazebo, Phase 2
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.

		YES	NO
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 (Form No. 25-35, 1 page)	○	◉
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 30, 2026. By May 18, 2026, 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 21, 2026. If the information in Item 11 is not submitted to the District office by September 21, 2026, I am aware that my application will be removed from any further funding consideration by the District.

Dhilan Patel	Grants Manager
Print Liaison Name	Title
Dhilan Patel	03/27/2026
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 FY2026

Application and Evaluation Worksheet

Local Sponsor: City of Ormond Beach	Department: Public Works
Project Title: Fortunato Park Pier and Gazebo, Phase 2	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:	$340,000
Eligible Matching Funds Amount:	$340,000
Match Percentage:	50%
Total Project Costs:	$680,000
Applicant's Funding Source:	City General Funds

Joyce A. Shanahan

Applicant Signature Certifying the Above Information Print Name

Project Summary: Maximum 200 Words

The City of Ormond Beach is seeking funding assistance for the construction of the replacement public viewing pier and gazebo structure located along the Intracoastal Waterway. The project will implement the previously completed engineering design and will restore a valuable public amenity that was damaged by recent storms. Construction will follow all applicable local, state, and federal regulations and will incorporate structural, safety, and ADA accessibility standards. The completed viewing pier and gazebo will provide safe and inclusive access to the waterway for sightseeing, wildlife observation, fishing, and passive recreation for residents and visitors.

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 [X] 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 [X] No [ ]

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

Fortunato Park Pier and Gazebo, Phase 1 - $43,000

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 [X]

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 2026	TBD
USACE	Y	April 2026	TBD

10. a) Construction

This question is to be answered **only** if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

Construction Project: Maximum 200 Words (Address all bullet points above)

*Please see answers to questions in red below:

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not. Both USACE and DEP permits are in the process of being applied for.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits. N/A
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work. This application is for Phase 2 construction.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials? It is anticipated that the design life for the project is 40-50 years.
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project? Storm surge and hurricane impacts were incorporated into the completed design by setting critical elevations and structural connections to withstand wave, wind, and debris loads consistent with current codes and coastal engineering standards.

10. b) Environmental Education

This question is to be answered **only** if this application is for an Environmental Education project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

DILIGENCE:

- Who is the primary target audience or user group for the project and how were they identified?
- How have the needs of the target audience been evaluated and met?
- How many people will the program serve on an annual basis? What will be the measurable results?
- Describe the materials and project deliverables to be produced by this project.
- Describe the plan for dissemination of the materials produced through the project,

EXPERIENCE & QUALIFICATIONS:

- Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- What previous projects of this nature have been completed by the program manager?

PROJECT GOALS:

- What are the long-term goals of this project as it relates to the ICW?
- What is the expected duration/frequency of this program?

Environmental Education Project: Maximum 400 Words (Address all bullet points above)

This application is not an Environmental Education project.

10. c) Law Enforcement

This question is to be answered **only** if this application is for a Law Enforcement project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the project will enhance boating access, safety, or enforcement efforts on the waterway, and address the identified needs or benefits for public safety.

EXPERIENCE & QUALIFICATIONS:

- List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

DELIVERABLES:

- Describe the project deliverables and why this particular law enforcement vessel, equipment or facility improvements was selected or are necessary.

AREA OF COVERAGE

- What is the range or area of coverage for this project?

Law Enforcement Project: Maximum 200 Words (Address all bullet points above)

This application is not a law enforcement project.

10. d) Inlet or Public Navigation

This question is to be answered **only** if this application is for an Inlet or Public Navigation dredging project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Will the project inhibit sediment inflow into, or reduce the dredging frequency of the Intracoastal Waterway channel?
- How does the project directly benefit the Intracoastal Waterway channel?
- Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

PUBLIC ACCESS

- Describe in brief detail how the project will enhance public access to or from the Intracoastal Waterway? List the upstream publicly accessible facilities with improved access because of this project.

BENEFICIAL PROJECT ELEMENTS:

- Describe any economic benefits to be realized by implementing this project.

PROJECT MAINTENANCE:

- When was this area last dredged? What is the expected frequency of future dredging? Where will the dredged material be relocated to?

Inlet or Public Navigation Project: Maximum 200 Words (Address all bullet points above)

This application is not an Inlet or Public Navigation dredging project.

10. e) Beach Renourishment

This question is to be answered **only** if this application is for a Beach Renourishment project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the District and other navigation interests will benefit from the implementation of this project.

VIABILITY:

- Is the project site defined as critically eroded area by a statewide beach management plan?
- Cite the quantifiable rate of erosion in this area.
- Is the project an important component of an overall beach management effort?

PUBLIC BENEFITS:

- Are there quantifiable public benefits demonstrated by the project?
- Is there adequate public access to the project area? Please describe location and amount.

PROJECT FUNDING:

- Describe any assistance funding from other sources.
- Clarify the availability of long-term funding for this project.

Beach Renourishment Project: Maximum 200 Words (Address all bullet points above)

This application is not for a Beach Renourishment project.

11. Disaster Relief

This question is to be answered **only** if this application is for repairs/construction of waterways facilities damaged by a declared natural disaster.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

STORM DAMAGE EVALUATION:

- List the State of Emergency declaration order or proclamation & the name and date of the storm/event. [Pursuant to State of emergency declared under Chapter 252, F.S.]
- Describe the extent of the damage that was caused due to the storm/event and any Construction/Resiliency Improvements planned for the project.
- What is the current status of your FEMA paperwork for the project?

PROJECT FUNDING:

- Describe the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair

Disaster Relief Project: Maximum 200 Words (Address all bullet points above)

This application is not for repairs/construction of waterways facilities damaged by a declared natural disaster.

ATTACHMENT E-3

Waterways Assistance Program FY2026

PROJECT COST ESTIMATE

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

Project Title:	Fortunato Park Pier and Gazebo, Phase 2
Applicant:	City of Ormond Beach

Project Elements *(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)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Construction	$680,000	$340,000	$340,000

****TOTALS =**	$680,000	$340,000	$340,000

ATTACHMENT E-4

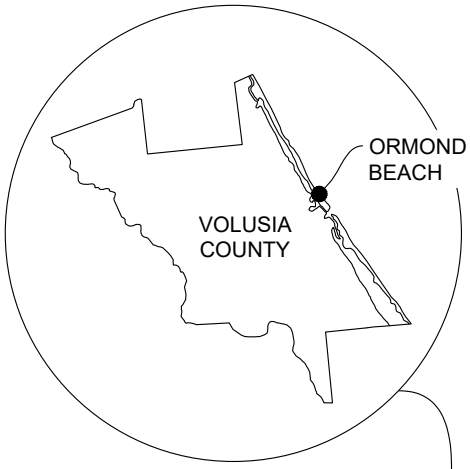
Waterways Assistance Program FY2026

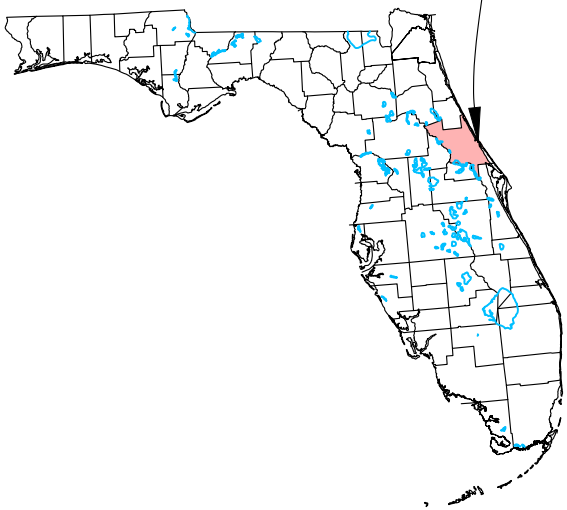
PROJECT TIMELINE

Project Title:	Fortunato Park Pier and Gazebo, Phase 2
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.

Date	Component
December 2026	Bidding Process Initiates
Feburary 2027	Receive Bids
March 2027	Initiate Construction
September 2027	Complete Construction & Close-out







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.dmces.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		



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Fax:(386) 304-6506
www.dmces.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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Fax:(386) 304-6506
www.dmces.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	

ATTACHMENT E-5
RESOLUTION FOR ASSISTANCE 2026
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

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

Project Title Fortunato Park Pier and Gazebo, Phase 2

Total Estimated Cost $ 680,000

Brief Description of Project: The City of Ormond Beach is seeking funding assistance for the construction of the replacement public viewing pier and gazebo structure located along the Intracoastal Waterway at Fortunato Park. The project will restore a valuable public amenity that was damaged by recent storms. Construction will follow all applicable local, state, and federal regulations and will incorporate structural, safety, and ADA accessibility standards. The completed viewing pier and gazebo will provide safe and inclusive access to the waterway for sightseeing, wildlife observation, fishing, and passive recreation for residents and visitors

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

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

AND, be it further resolved that said City of Ormond Beach
(Name of Agency)

make application to the Florida Inland Navigation District in the amount of 50 % of the

actual cost of the project in behalf of said City of Ormond Beach
(Name of Agency)

AND, be it further resolved by the City of Ormond Beach
(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_____ City of Ormond Beach_____ 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 2026

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

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

(Date), 2026

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)

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	May 5, 2026	**Item No**	7.B.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Riviera Park Pier and Gazebo Construction, Florida Inland Navigation District Grant		
Recommended Action	Staff recommends approval to submit the complete Florida Inland Navigation District Waterways Assistance Program grant application for the reconstruction of the Riviera Park and Gazebo.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Public Works - Engineering David Martin, Senior Engineer		

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 reconstruction of a public pier and gazebo at Riviera Park.

An initial grant application was submitted through the FIND Waterways Assistance Program grant for the reconstruction of a public pier and gazebo at Riviera Park on March 30, 2026. The grant application needs to be completed by May 18, 2026, which requires an approved resolution from the City Commission.

After damages suffered during hurricane Milton the City hired Dredging & Marine Consultants (DMC) to perform an overall pier and gazebo inspection and assessment. Due to age and condition, DMC strongly recommended the complete removal of the existing structures and the extraction of all piles. The project was not selected for the design funding under the Waterways Assistance Program grant. The City is now submitting for reconstruction of the existing pier and gazebo. The new pier and gazebo would be reconstructed to current standards using the same footprint as the existing structures.

The City is applying for this grant to fund one-half of the reconstruction cost. 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.

Financial Impact

The estimated construction cost for the pier and gazebo to be $560,000. Staff is applying for funding of $280,000 through the FIND grant which provides 50% of the project’s cost. The City's funds would be derived from Fund 317 - Facilities Renewal and Replacement Fund and will be included in the proposed FY 2026-27 Capital Improvement Plan and Budget.

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.

Attachments

1. 26-58 Riviera Park Pier & Gazebo FIND grant (P26-0044G)
2. WAP 2026 Application Part 2 - Riviera Park Pier and Gazebo Construction
3. Attachement E5 Resolution - Riviera Park Pier and Gazebo Construction
4. Attachement E6 Attorney's Certification

RESOLUTION NO. 2026-58

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 CONSTRUCTION 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 construction cost of which is estimated to be approximately $560,000.00 ("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 $280,000.00 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 $280,000.00 for the purpose of constructing 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 aforedescribed 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 5th day of May, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E



Florida Inland Navigation District

FY 2026-2027

WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

The following attachments E-1 through E-6, in addition to the requirements of items 7 through 9 of the application checklist, constitute your formal application.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.

Applications must be received by the District by 4:30 p.m. on March 30, 2026.

Application Submission:

Electronic copies (2 separate attachments per instructions):

Attachment 1: Items 1-9, and Attachment 2: Items 10-12



Electronic submission via email to:

CKelley@aicw.org

(pdf file size 15MB or less)

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due -- 30th of March; Property control/Technical sufficiency items – 18th of May, Permits – 21st of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project elements in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note: Pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligibleas project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Board's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: Make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are ONLY being accepted by email. Grant applications shall be submitted via email as two (2) pdf attachments (15mb max size and see attachment instructions on the next page). Make sure to label your pdf attachments with the applicant and project title. You will receive a confirmation email letting you know that your application has been received. Email your completed application to CKelley@aicw.org

Applications must be received by the District by 4:30 p.m. on March 30, 2026.

ATTACHMENT E-1
Waterways Assistance Program FY2026
Applicant Checklist

Project Title:	Riviera Park Pier and Gazebo Construction
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.

		YES	NO
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)**	BO	___
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 (Form No. 25-35, 1 page)	○	◉
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 30, 2026. By May 18, 2026, 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 21, 2026. If the information in Item 11 is not submitted to the District office by September 21, 2026, I am aware that my application will be removed from any further funding consideration by the District.

Dhilan Patel	Grants Manager
Print Liaison Name	Title
Dhilan Patel	03/27/2026
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 FY2026

Application and Evaluation Worksheet

Local Sponsor: City of Ormond Beach	Department: Public Works
Project Title: Riviera Park Pier and Gazebo Construction	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: 901 S Beach St, Ormond Beach, FL 32174	
Requested FIND Funding:	$280,000
Eligible Matching Funds Amount:	$280,000
Match Percentage:	50%
Total Project Costs:	$560,000
Applicant's Funding Source:	City General Funds

Joyce Shanahan — Joyce A. Shanahan

Applicant Signature Certifying the Above Information — Print Name

Project Summary: Maximum 200 Words

The City of Ormond Beach is seeking funding assistance for the construction of the replacement public viewing pier and gazebo structure located along the Intracoastal Waterway at Riviera Park. The project will implement the previously completed engineering design and will restore a valuable public amenity that was damaged by recent storms. Construction will follow all applicable local, state, and federal regulations and will incorporate structural, safety, and ADA accessibility standards. The completed viewing pier and gazebo will provide safe and inclusive access to the waterway for sightseeing, wildlife observation, fishing, and passive recreation for residents and visitors.

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 [X] Leased [ ] Other [ ]

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

N/A

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

Yes [ ] No [X]

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 [X]

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 2026	TBD
USACE	Y	April 2026	TBD

10. a) Construction

This question is to be answered **only** if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

Construction Project: Maximum 200 Words (Address all bullet points above)

*Please see answers to questions in red below:

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not. Both USACE and DEP permits are in the process of being applied for.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits. N/A
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work. This application is for Phase 2 construction.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials? It is anticipated that the design life for the project is 40-50 years.
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project? Storm surge and hurricane impacts were incorporated into the completed design by setting critical elevations and structural connections to withstand wave, wind, and debris loads consistent with current codes and coastal engineering standards.

10. b) Environmental Education

This question is to be answered **only** if this application is for an Environmental Education project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

DILIGENCE:

- Who is the primary target audience or user group for the project and how were they identified?
- How have the needs of the target audience been evaluated and met?
- How many people will the program serve on an annual basis? What will be the measurable results?
- Describe the materials and project deliverables to be produced by this project.
- Describe the plan for dissemination of the materials produced through the project,

EXPERIENCE & QUALIFICATIONS:

- Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- What previous projects of this nature have been completed by the program manager?

PROJECT GOALS:

- What are the long-term goals of this project as it relates to the ICW?
- What is the expected duration/frequency of this program?

Environmental Education Project: Maximum 400 Words (Address all bullet points above)

This application is not an Environmental Education project.

10. c) Law Enforcement

This question is to be answered **only** if this application is for a Law Enforcement project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the project will enhance boating access, safety, or enforcement efforts on the waterway, and address the identified needs or benefits for public safety.

EXPERIENCE & QUALIFICATIONS:

- List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

DELIVERABLES:

- Describe the project deliverables and why this particular law enforcement vessel, equipment or facility improvements was selected or are necessary.

AREA OF COVERAGE

- What is the range or area of coverage for this project?

Law Enforcement Project: Maximum 200 Words (Address all bullet points above)

This application is not a law enforcement project.

10. d) Inlet or Public Navigation

This question is to be answered **only** if this application is for an Inlet or Public Navigation dredging project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Will the project inhibit sediment inflow into, or reduce the dredging frequency of the Intracoastal Waterway channel?
- How does the project directly benefit the Intracoastal Waterway channel?
- Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

PUBLIC ACCESS

- Describe in brief detail how the project will enhance public access to or from the Intracoastal Waterway? List the upstream publicly accessible facilities with improved access because of this project.

BENEFICIAL PROJECT ELEMENTS:

- Describe any economic benefits to be realized by implementing this project.

PROJECT MAINTENANCE:

- When was this area last dredged? What is the expected frequency of future dredging? Where will the dredged material be relocated to?

Inlet or Public Navigation Project: Maximum 200 Words (Address all bullet points above)

This application is not an Inlet or Public Navigation dredging project.

10. e) Beach Renourishment

This question is to be answered **only** if this application is for a Beach Renourishment project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the District and other navigation interests will benefit from the implementation of this project.

VIABILITY:

- Is the project site defined as critically eroded area by a statewide beach management plan?
- Cite the quantifiable rate of erosion in this area.
- Is the project an important component of an overall beach management effort?

PUBLIC BENEFITS:

- Are there quantifiable public benefits demonstrated by the project?
- Is there adequate public access to the project area? Please describe location and amount.

PROJECT FUNDING:

- Describe any assistance funding from other sources.
- Clarify the availability of long-term funding for this project.

Beach Renourishment Project: Maximum 200 Words (Address all bullet points above)

This application is not for a Beach Renourishment project.

11. Disaster Relief

This question is to be answered **only** if this application is for repairs/construction of waterways facilities damaged by a declared natural disaster.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

STORM DAMAGE EVALUATION:

- List the State of Emergency declaration order or proclamation & the name and date of the storm/event. [Pursuant to State of emergency declared under Chapter 252, F.S.]
- Describe the extent of the damage that was caused due to the storm/event and any Construction/Resiliency Improvements planned for the project.
- What is the current status of your FEMA paperwork for the project?

PROJECT FUNDING:

- Describe the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair

Disaster Relief Project: Maximum 200 Words (Address all bullet points above)

This application is not for repairs/construction of waterways facilities damaged by a declared natural disaster.

ATTACHMENT E-3

Waterways Assistance Program FY2026

PROJECT COST ESTIMATE

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

Project Title:	Riviera Park Pier and Gazebo Construction
Applicant:	City of Ormond Beach

Project Elements *(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)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Construction	$560,000	$280,000	$280,000

****TOTALS =**	$560,000	$280,000	$280,000

ATTACHMENT E-4

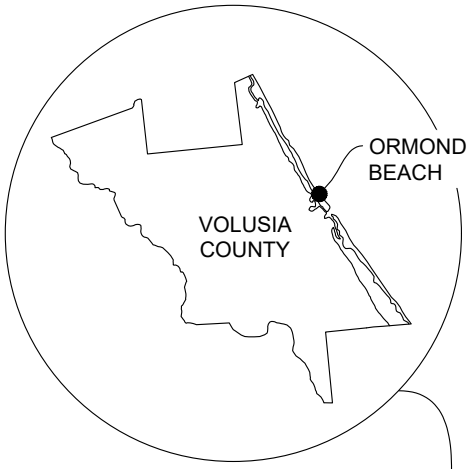
Waterways Assistance Program FY2026

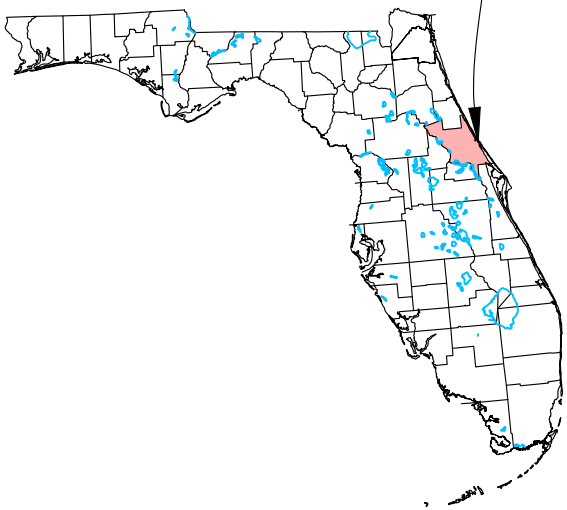
PROJECT TIMELINE

Project Title:	Riviera Park Pier and Gazebo Construction
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.

Date	Component
December 2026	Bidding Process Initiates
February 2027	Receive Bids
March 2027	Initiate Construction
September 2027	Complete Construction & Close-out







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.dmces.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	



Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS
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Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.com

PROJECT NAME:	RIVIERA PARK PIER REPLACEMENT
APPLICANT:	CITY OF ORMOND BEACH
DRAWING:	BOUNDARY MAP
DMC JOB NO.	-
DRAWN -	CAD C3D
CHECKED -	SCALE AS SHOWN
APPROVED -	DATE 03-28-2025
DRAWING NO.	-



Dredging & Marine Consultants
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ENGINEERS • SCIENTISTS
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Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmces.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	

ATTACHMENT E-5
RESOLUTION FOR ASSISTANCE 2026
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

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

Project Title Riviera Park Pier and Gazebo Construction

Total Estimated Cost $ 560,000

Brief Description of Project: The City of Ormond Beach is seeking funding assistance for the construction of the replacement public viewing pier and gazebo structure located along the Intracoastal Waterway at Riviera Park. This project will restore a valuable public amenity that was damaged by recent storms. Construction will follow all applicable local, state, and federal regulations and will incorporate structural, safety, and ADA accessibility standards. The completed viewing pier and gazebo will provide safe and inclusive access to the waterway for sightseeing, wildlife observation, fishing, and passive recreation for residents and visitors.

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

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

AND, be it further resolved that said City of Ormond Beach
(Name of Agency)

make application to the Florida Inland Navigation District in the amount of 50 % of the

actual cost of the project in behalf of said City of Ormond Beach
(Name of Agency)

AND, be it further resolved by the City of Ormond Beach
(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_____ City of Ormond Beach_____ 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 2026

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

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

(Date), 2026

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)

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	May 5, 2026	**Item No**	7.C.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Community Development Block Grant, FY 2026-27 Sanchez Park Improvements Application		
Recommended Action	Staff recommends approval to submit a CDBG FY 2026-2027 capital project application as outlined and direct staff to submit to Volusia County Community Assistance by the deadline.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Finance - Grants Moisio Loretta, Grants Coordinator		

Summary

This is a request for the City Commission to approve a Community Development Block Grant (CDBG) FY 2026-2027 Capital Project application to be submitted to Volusia County Community Assistance by 3:00 p.m., May 13, 2026.

Federal CDBG funds are passed through Volusia County Community Assistance to the City and the City is required to submit an application to Volusia County for the use of FY 2026-27 CDBG funds. Beginning with CDBG FY 2025-26, partnering cities must 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 2026-27 funding will include $1,000,000 available for eligible capital improvement projects and $265,000 for eligible public service activities. Applications must still prove the project will benefit low-mod income persons. The threshold for Volusia County is 51% low/moderate income. 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, 2026, is required, so the project 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 March 12, 2026, to receive public input as a grant requirement. The application packet was made available on April 9, 2026, and the CDBG Advisory Board held a recommendation meeting the same evening and recommended an application be submitted for Sanchez Park Improvements, as submitted in 2025.

The Sanchez Park Improvements project consists of 2 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 it with concrete that will connect to the existing concrete parking area. Minor drainage improvements will also be part of this project.

Financial Impact

There is no budget impact. The estimated project cost is $450,000. CDBG funded activities are reimbursable from the Department of Housing and Urban Development via Volusia County.

Citizen Impact

This project will benefit citizens located within the City's CDBG priority areas, areas adjacent to the CDBG priority areas, and those who visit Sanchez Park.

Attachments

1. 26-59 CDBG FY 26-27 Sanchez Park Improvements Application (P26-0048G)
2. DRAFT Application CDBG FY 26-27 Sanchez Park
3. CDBG-NOFA-2026_ADA
4. FY-2026.27-CDBG-Funding-Application-Instructions_ADA

RESOLUTION NO. 2026-59

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 2026/27 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 2026/27 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 2026/27 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 5th day of May, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Volusia County
FLORIDA

County of Volusia

FY 2026/27

Community Development Block Grant (CDBG) Program

Capital Improvement Project Application

City of Ormond Beach

Applicant Name

Sanchez Park Improvements

Project Name

DRAFT

Application Checklist

FY 2026/27 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: **Signed** 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: **Signed** Certification of Construction Need
☐	Section J: **Signed** Conflict of Interest Statement
☑	Attached Site Map, Photos, Plans, and Historic Designation, as applicable
☐	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) Parks & Recreation Master Plan Study 2022 Excerpts; Area Benefit

Note: When filling out this application, please refer to the FY 2026/27 CDBG Funding Application Instructions and Guidance. The application must be typed using the provided fillable application. Hand-written applications will not be accepted.

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

Email Address: Loretta.Moisio@ormondbeach.org Phone Number: 386-610-0463

Project Manager Name and Title:
(Implementation) Cara Culliver, Principal Landscape Architect

Email Address: Cara.Culliver@ormondbeach.org Phone Number: 386-610-0552

Proposed Project Title:

Total Amount Requested: $450,000 Total Estimated Project Cost: $450,000

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
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:

May 5, 2026

Name: Joyce Shanahan **Date Signed**

Title: City Manager

B. Project Description

Type of Project:

- ☐ 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)

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: NA Address End: NA

Linear Feet: NA

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 enginnering 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 biddable plans by September 30, 2026.

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 amentities 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.

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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, 2026?

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 with 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 pedestrain connectivity. New parking area will provide more efficiency to parking with clearly 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 recongnizing 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 pedestrain connectivity. (Source cited with Ormond Beach's Park & Recreation Master Plan Study, 2022, pages 162-165).

Historic Preservation:

Is the proposed project location part of a registered historic location or historic district? If not, put N/A. If yes, please indicate which list(s) the project location is registered (Example: National Historic Register) and provide documentation confirming the designation. If locally designated, will a Certificate of Appropriateness be required? Refer to the FY 2026/27 CDBG Funding Application Instructions and Guidance for more information.

NA

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:

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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.

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Past Applications:

Has the city/agency ever applied for CDBG funding for this project? If yes, provide information on when the application was last submitted, what changes have been made since it was last submitted, and any other relevant information.

Yes, in 2025. No changes have been made since the previous submission.

Past Contracts:

Has the city/agency been required to return funds because of non-compliance or due to the inability to expend funds during the contract period within the past three years? 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.

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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 two years with an application submitted in 2025. On March 12, 2026, the CDBGAB held its mandatory public hearing meeting. At its recommendations meeting of April 9, 2026, the Board recommended that this project be submitted for CDBG funding for FY 26-27 and the City Commission approved the submittal of a grant application at its meeting of May 5 with the approval of Resolution 2026-##. 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 12, 2026. Cities, county departments, and non-profits with project located within unincorporated Volusia County, put N/A.

NA

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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 12, 2026. Non-profits without a governing body or board, put N/A.

Resolution 2026-## 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:

The Plan of Action (POA) on the next page 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

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

DRAFT

CDBG FY 2026/27 Plan of Action		
Milestones	**Planned Date**	**Notes (not required)**
Authorization to Proceed (ATP) Received	**10/1/26**	**Remaining dates will adjust if ATP is not received by this date**
Technical Design & Procurement Documents Complete	9/30/26	
Complete Solicitation Package Submitted to Volusia County	10/1/26	
Solicitation Package Approved by Volusia County (Allow one week)	10/12/26	
Solicitation Advertised	11/22/26	
Pre-Solicitation Meeting	12/10/26	
Solicitation Opening	12/21/26	
Contract Award	2/2/27	
Pre-Construction Meeting	2/9/27	
Issue a Notice to Proceed	2/15/27	
Project Start Date	2/15/27	
Project Completed	6/15/27	
All Reimbursement Requests Submitted to Volusia County	8/2/27	

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	$243,795	$243,795	$	$
Labor Costs	$166,180	$166,180	$	$
Engineering Services	$32,525	$32,525	$	$
Other: Concrete Testin	$2,500	$2,500	$	$
Other: Permits/Bonds	$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 will revert back to the county if not utilized for the proposed project.

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.

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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.

There are no remaining CDBG balances from prior year capital projects.

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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 2026/27 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 $75,000 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 as 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: Shawn Finley, P.E., Assistant City Manager/Public Works Director

Email Address: Shawn.Finley@ormondbeach.org Phone Number: 386-610-0411

Proposed Project Title:

Project should be classified as:

☐ Maintenance ☐ Deferred Maintenance ☐ Rehabilitation ☑ New Construction

Reason for determination given:
Attach additional pages or documentation as needed.

Shawn Finley		May 5, 2026
Certifying Employee Name	**Certifying Employee Signature**	**Date**

DRAFT

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.

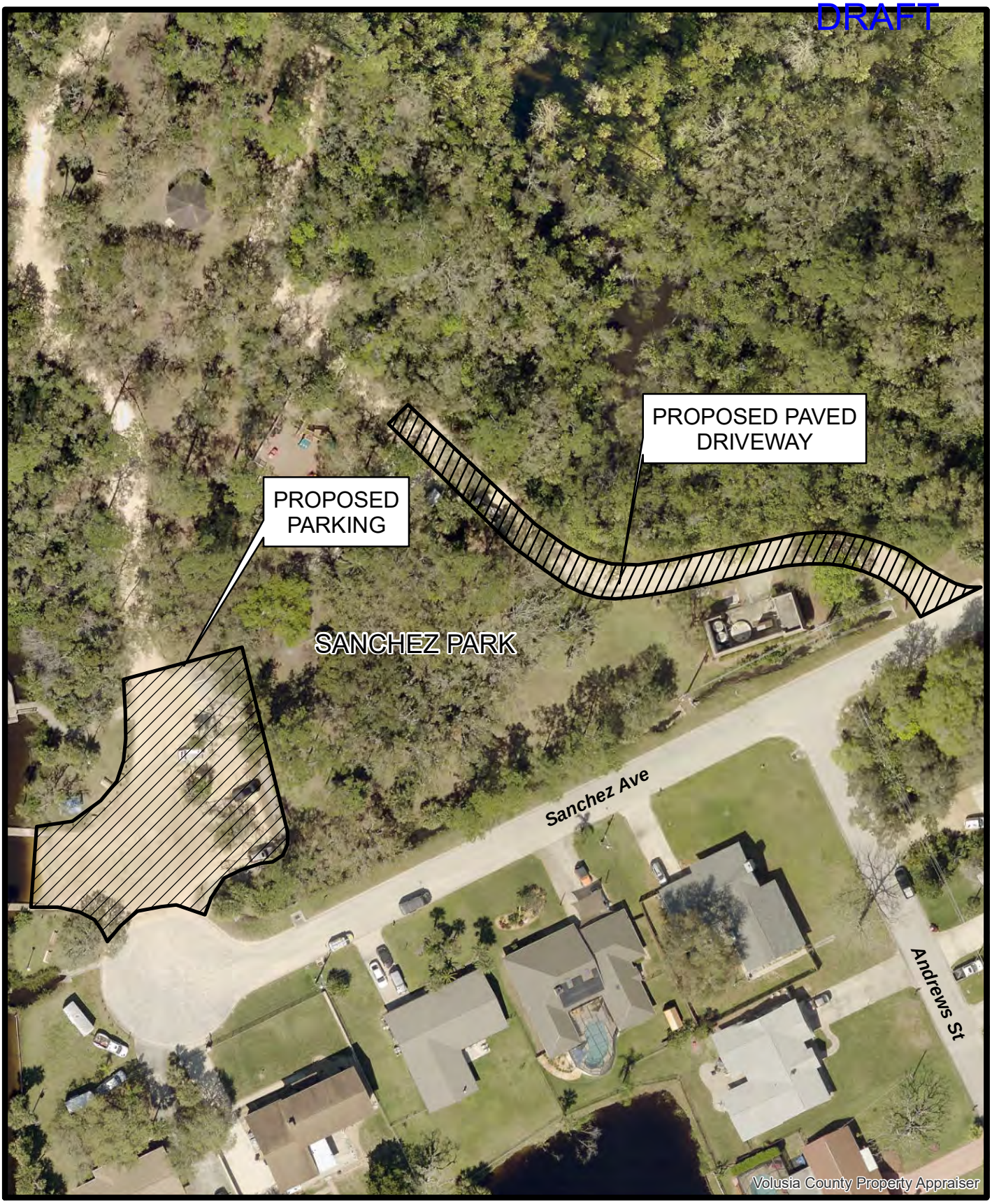
(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available.
(ii) Whether an opportunity was provided for open competitive bidding or negotiation.
(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class.
(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question.
(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section.
(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
(vii) Any other relevant considerations.

Name	Conflicts/Potential

Joyce Shanahan, City Manager	Loretta Moisio, Grants Coordinator
Authorized Official	**CDBG Liaison**
Signature	**Signature**
May 5, 2026	May 5, 2026
Date	**Date**

DRAFT



SANCHEZ PARK
PAVED DRIVEWAY AND PARKING
CDBG - 2025

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

N
W E
S
1 inch = 80 feet

Sanchez Park





Sanchez Park





Sanchez Park





Sanchez Park





Sanchez Park





Sanchez Park





Sanchez Park





Sanchez Park





Sanchez Park



EXISTING CONCRETE PARKING SERVING THE PLAYGROUND AREA



ZEVCOHEN & ASSOCIATES INC

DRAFT

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

April 23, 2026

Cara Culliver, RLA
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

RE: Sanchez Park Drainage Improvements
ZC-25114

Dear Ms. Culliver,

Zev Cohen & Associates, Inc. (ZCA) is pleased to provide civil engineering design and permitting services in support of the proposed improvements at Sanchez Park, located in the City of Ormond Beach. Based on the preliminary information provided, ZCA understands the intent of this project is to replace the stabilized /shell areas with concrete pavement and to enhance stormwater conveyance & site drainage conditions in support of upcoming capital improvements.

ZCA anticipates the scope of services to include a site visit, data collection, engineering design, preparation of drainage improvement plans and calculations, as well as permitting with applicable regulatory agencies. The drainage design will address the existing stabilized boat ramp and parking area at the western end of Sanchez Avenue in addition to the shell driveway leading up to the playground from Sanchez Ave.

Subconsultant services, including topographic survey and geotechnical investigation, are anticipated to commence in June 2026 and are expected to take approximately three (3) to four (4) weeks for completion. Upon receipt of the subconsultant deliverables, ZCA anticipates an additional four (4) to five (5) weeks to complete the civil engineering design, drainage calculations, and final engineering plan preparation.

Following completion of the design phase, permitting through the St. Johns River Water Management District (SJRWMD) is anticipated to take approximately four (4) months, subject to agency review timelines and any requests for additional information.

Based on this schedule, and in support of the City's grant application for Volusia County Community Development Block Grant (CDBG) funding, ZCA proposes and anticipates completion of design and permitting for this project by December 01, 2026.

DRAFT

Please do not hesitate to contact me at (386)677-2482 or via email at hkilic@zevcohen.com with any additional information you may need.

Sincerely,
ZEV COHEN & ASSOCIATES, INC

Haluk "Luke" Kilic, P.E.
Director of Engineering

HK
25114 O.B. Letter_(04-23-26)

cc: FILE

DRAFT

CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD MEETING

March 12, 2026 **6:00 P.M.**
City Hall Conference Room 103
22 South Beach Street
Ormond Beach, FL

CALL TO ORDER – ROLL CALL

Members present were Josh Pringle, Jessica Adjemian, Frank Ganz, Jennifer Haines and Lindsey Wolf.
Staff present were Grants Coordinator Loretta Moisio, Principal Landscape Architect Cara Culliver, and Recording Secretary Ida Hop.

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

APPROVED

APPROVAL OF MINUTES – January 15, 2026

Ms. Wolf moved, seconded by Ms. Adjemian, to approve the minutes of the January 15, 2026, meeting. The motion passed unanimously.

CDBG PROCESS OVERVIEW

Mr. Pringle presented the CDBG process in which the City can be awarded only two projects within a five-year period. The intent of the County is to structure the CDBG program to have larger projects that would be more impactful to the jurisdictions which received approvals. He continued last fiscal year the City did not have a project approved and did not receive CDBG funding for FY 2025-2026 under the new competitive application process.

Ms. Cara Culliver, Principal Landscape Architect, reviewed the following potential projects that require over $100,000.00 funding: Ames Park Driveway, Huguenot Park Driveway, Sanchez Park Driveway/Parking, EDC Pavillion/Sidewalk Connection, Forest Hills Sidewalks, Vanderbilt Drive Sidewalk and Scottsdale Drive Sidewalk.

Discussion occurred among the Board on the advantages and justifications of each project.

PUBLIC HEARING on CDBG Program Projects for FY 2026-2027

Mr. Pringle opened the Public Hearing for the Community Development Block Grant Program Projects for FY 2026-2027 and mentioned the potential projects.

AUDIENCE REMARKS

No Audience Remarks.

NEXT MEETING DATE

Thursday, April 9, 2026 – Project Recommendations

ADJOURNMENT

The meeting adjourned at 6:33 p.m.

Respectfully Submitted:

_____

Ida Hop, Recording Secretary

Attest:

_____

Josh Pringle, Chair

APPROVED

DRAFT

Community Development Block Grant Advisory Board

Thursday, March 12, 2026
City Hall – Conference Room 103
22 S. Beach Street
Ormond Beach, FL 32174

SIGN-IN SHEET

Name: JL Bright

Address: Ormond Beach

Name:

Address:

Name:

Address:

Name:

Address:

Name:

Address:

Name:

Address:

Name:

Address:

DRAFT

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Loretta Moisio
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 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:

DTB Daytona Beach News-Journal 03/02/2026
DTB news-journalonline.com 03/02/2026

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 03/02/2026

Legal Clerk

Notary, State of WI, County of Brown

4-3-29

My commission expires

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Payment Cost:	$113.68	
Order No:	12100200	# of Copies:
Customer No:	465000	1
PO #:		

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Please do not use this form for payment remittance.

KONGMENG YANG
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, March 12, 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 2026-2027. For information, please contact Loretta Moisio, Grants Coordinator, at 386-610-0463. 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 386-610-0400 for information regarding available aids and services.
By: CITY OF ORMOND BEACH
12100200 3/2/2026 1x

CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD MEETING

April 9, 2026 **6:00 P.M.**
City Hall Conference Room 103
22 South Beach Street
Ormond Beach, FL

CALL TO ORDER – ROLL CALL

Members present were Josh Pringle, Jessica Adjemian, Frank Ganz, Jennifer Haines and Lindsey Wolf.
Staff present were Grants Coordinator Loretta Moisio, Principal Landscape Architect Cara Culliver, and Recording Secretary Ida Hop.

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

APPROVAL OF MINUTES – March 12, 2026

Ms. Haines moved, seconded by Ms. Wolf, to approve the minutes of the March 12, 2026 meeting. The motion passed unanimously.

AUDIENCE REMARKS

No Audience Remarks.

CDBG FY26-27 RECOMMENDATION

Ms. Moisio stated she is in receipt of the new application package for CDBG FY26-27 with a due date of May 13, 2026 to submit a maximum of two capital projects requesting not less than $100,000 each.

There was discussion among the Board members and Ms. Culliver on the various projects.

Ms. Ganz moved, seconded by Ms. Haines, to recommend Sanchez Park Project as option (1) and the Forest Hills Boulevard Sidewalk as option (1B) . The motion passed unanimously.

NEXT MEETING DATE

Thursday, July 16, 2026

DRAFT

ADJOURNMENT

The meeting adjourned at 6:15 p.m.

Respectfully Submitted:

_____

Ida Hop, Recording Secretary

Attest:

_____

Josh Pringle, Chair

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Community Development Block Grant Advisory Board

Thursday, April 9, 2026
City Hall – Conference Room 103
22 S. Beach Street
Ormond Beach, FL 32174

SIGN-IN SHEET

Name: _____

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NO AUDIENCE PRESENT

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INSERT 5/5/26 COMMISSION AGENDA

INSERT APPROVING RESOLUTION

City of Ormond Beach Florida How We Do Business

Guide for Contractors and Suppliers

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 Code of Ordinances. 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 for most quote requests, bids and RFPs. Vendors wishing to be placed on the City of Ormond Beach's vendor list and receive automatic notification of solicitations are encouraged to register with DemandStar.com. For more detailed information, please refer to the page titled "Internet Based Bidding," 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 come 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 Code of Ordinances dictates what method of procurement that must be used for each type of purchase:

Purchases from $2,500 - $25,000 — requires 3 Written Quotes

Purchases from $25,000 - $75,000 require:

- Solicitation of quotes through the City's procurement portal for a period of no less than 10 days. Departments are welcome to obtain their own quotes, however, the advertisement requirement is in place to insure transparency and impartiality.
- Piggybacking of another municipality upon the approval of the Finance Director or designee.
- Use of an active continuing contract which was entered into by way of a formal bid or RFP and was awarded with City Commission approval.
- Any other means which clearly demonstrates and documents an active attempt to provide competition and obtain the lowest cost with the approval of the Finance Director or designee.

Purchases over $75,000 require 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 purchasing thresholds.

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.

Formal Solicitation is required when the purchase is expected to exceed $75,000. There are two basic types of formal solicitations:

- Invitation to Bid (ITB)
- 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 preferably via email rob.hart@ormondbeach.org at (386) 676-3223. 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 RFPs 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.

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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.

Award

Once quotes, bids, or proposals are received, the department requesting the purchase will be involved in evaluating the results. For purchases under $75,000 the City Manager or her designee will approve the purchase. For purchases valued at $75,000 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	Number/Size	Condition		
		Good	Fair	Poor
Restrooms	W:4/M:4	✓		
Entrance Sign				
Small Picnic Shelter	1		✓	
Parking	17			✓
Boat Ramp/Transient Dock	1	✓		
Boardwalk with benches	1			✓
Picnic Tables	13	✓		
Benches with backs	2	✓		
Gazebo	1	✓		
Outdoor Grill	1		✓	
Drinking Fountain	1		✓	
Playground & Swings, etc.	1	✓		
Nature Trails				✓

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

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

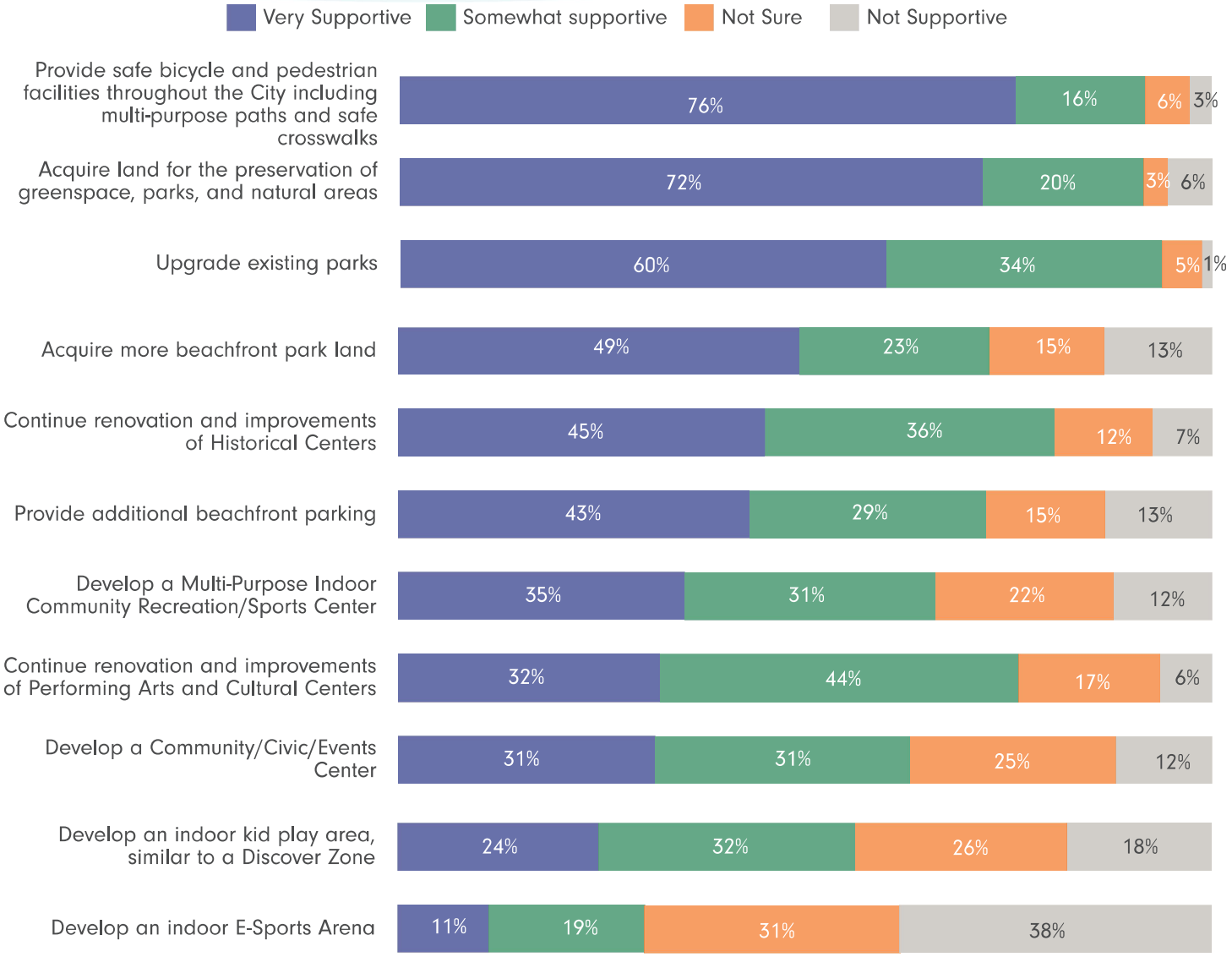


Figure 2.2.2x: Actions that the City of Ormond Beach Could Take to Improve the Parks and Recreation System that Respondent's Households Indicated they Would be VERY SUPPORTIVE, SOMEWHAT SUPPORTIVE, NOT SURE, or NOT SUPPORTIVE

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

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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 pars, and natural areas
- Continue renovation and improvements of Historical Centers
- Provide additional beachfront paring
- 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

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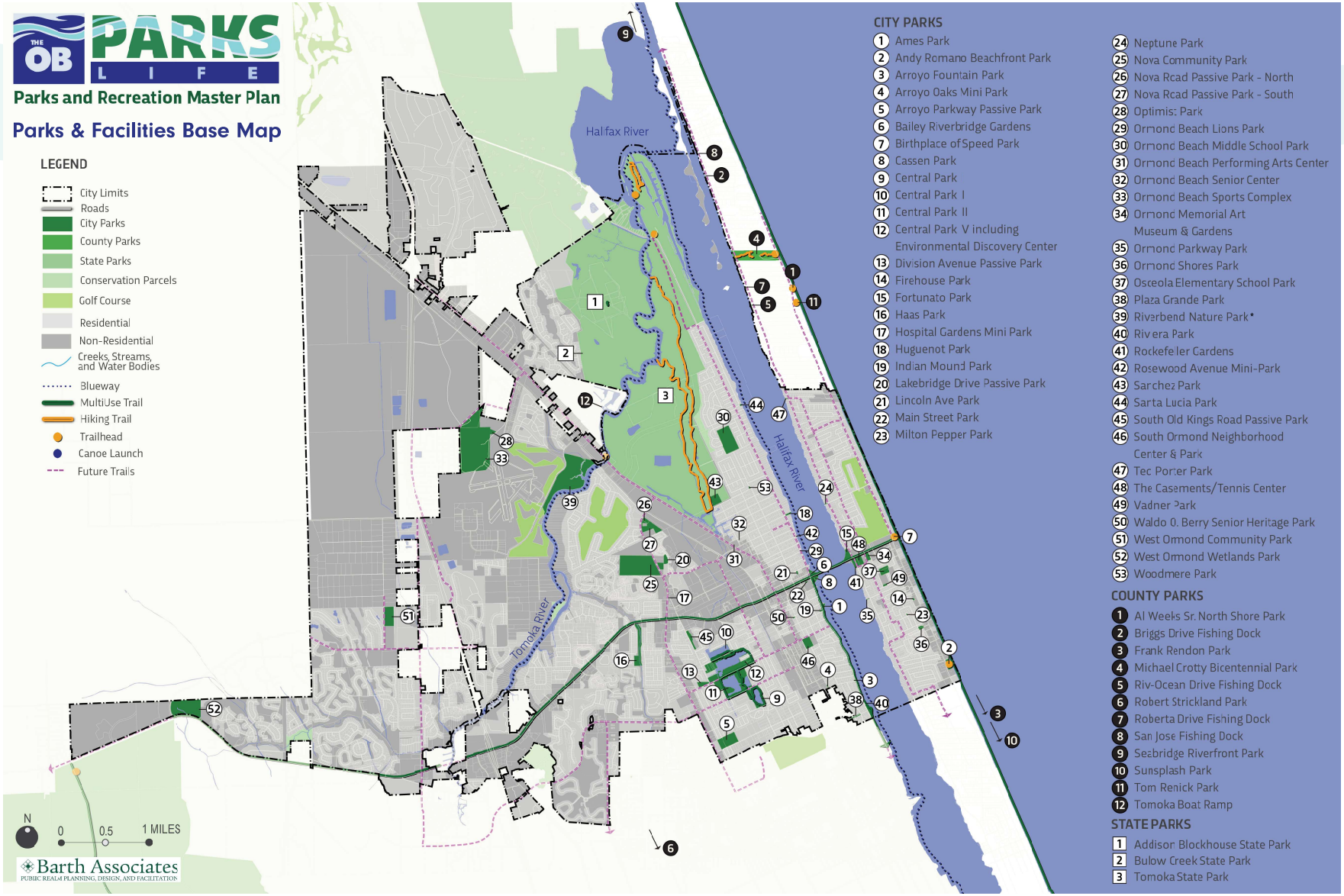


FIGURE 1.4.2b: Parks & Recreation Facilities Base Map

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

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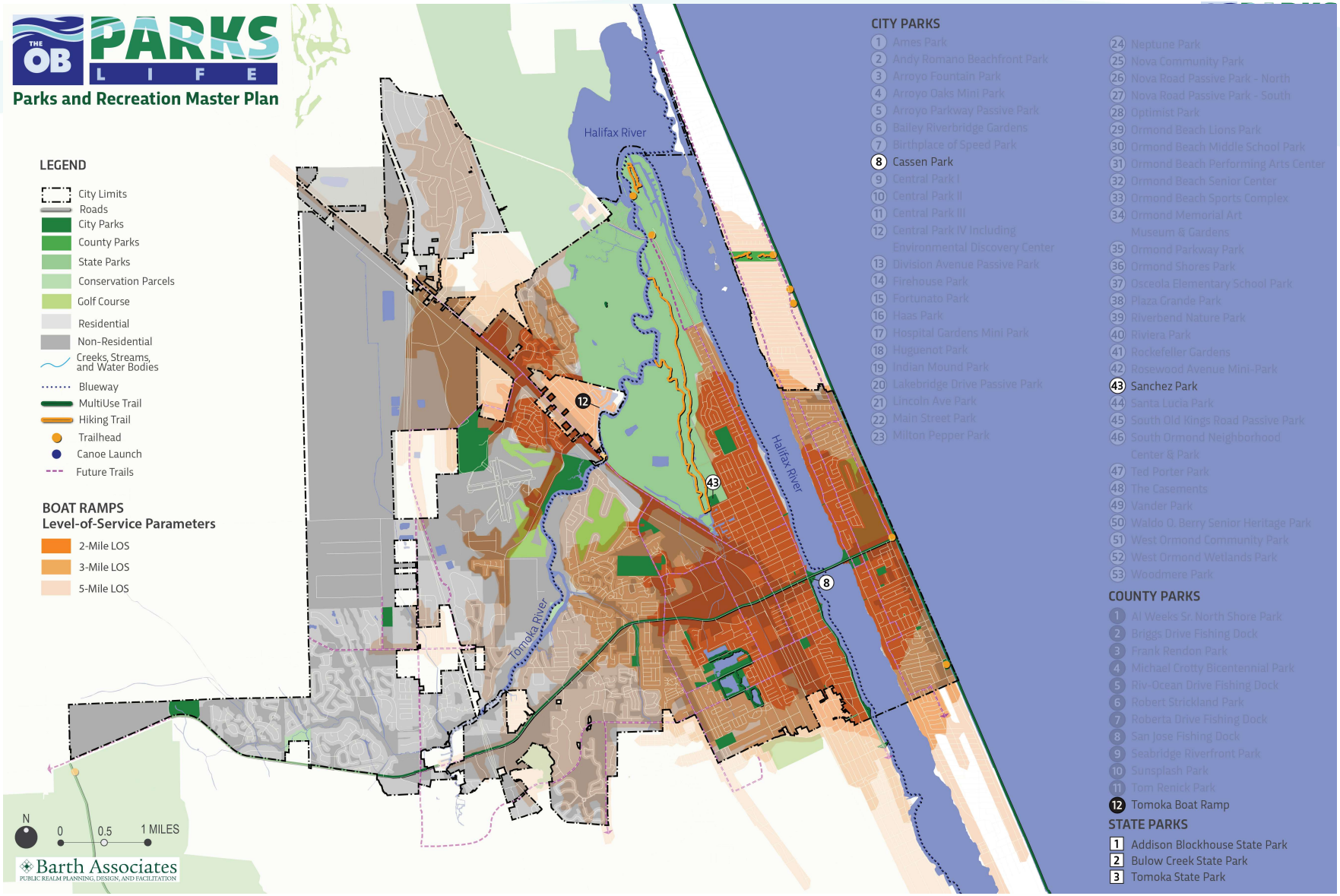


FIGURE 2.2.3n: Boat Ramp Access LOS Analysis - 2 mile, 3 miles, 5 miles

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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: 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

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".



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.



FIGURE 2.2.7a: Complete Streets Diagram

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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



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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

- 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
- 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):

- 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
- 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

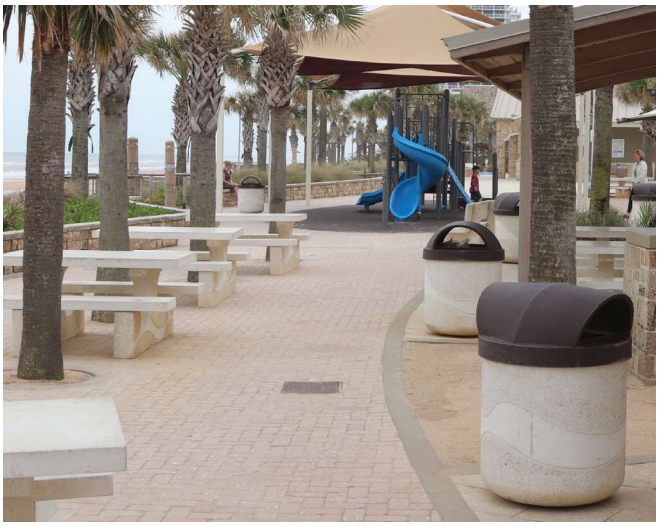
*Note: It is important to note that a land use study is currently underway to determine potential aeronautical and non-aeronautical uses for this airport property. Any future land use considerations must be based upon the results of that study and in compliance with the City's obligations as the Airport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







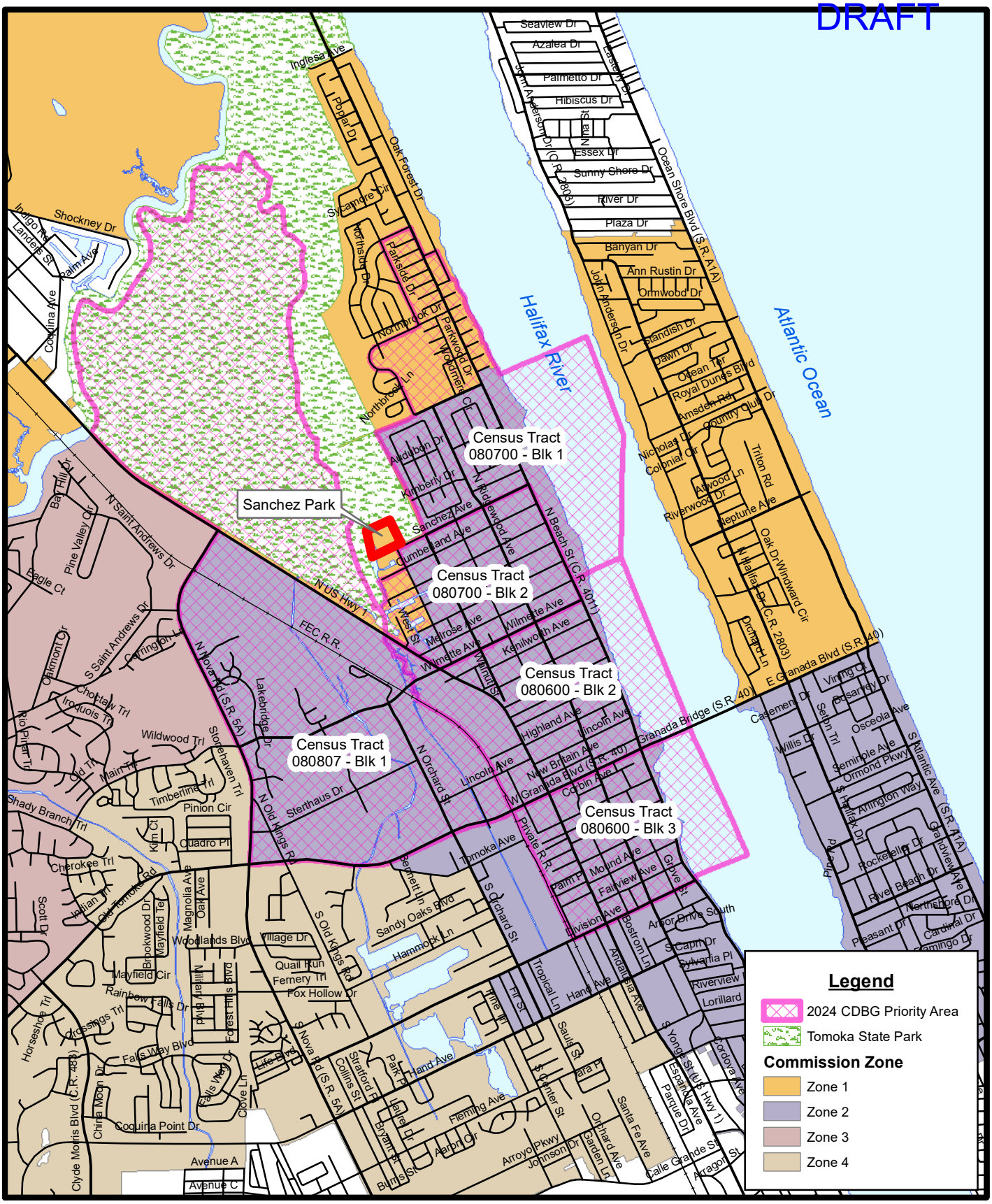


High-quality materials, colors, textures, finishes, furnishings, and design standards at Andy Romano Beachfront Park that could serve as a standard for the rest of the City's parks.

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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



SANCHEZ PARK IMPROVEMENTS PROJECT AREA BENEFIT

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

FY 2026/27 CDBG Funding Applications Available

Volusia County's Community Assistance Division receives Community Development Block Grant (CDBG) funding annually through the U.S. Department of Housing and Urban Development. Utilizing the anticipated FY 2026/27 allocation, the division will be accepting applications for eligible capital improvement projects and public service activities. Applications may be submitted by cities participating in the county's entitlement program, non-profit organizations, and Volusia County internal departments/divisions.

The funds include $1,000,000 for eligible capital improvement projects and $265,000 for eligible public service activities. Funds must be used to serve clients or groups that are primarily low- or moderate-income. Proposed projects must be eligible under CDBG as described in 24 CFR Part 570. Capital improvement applications must request no less than $100,000 per application and public service applications must request no less than $25,000. Applicants are limited to two applications per application type and no more than one per project type. Additional requirements can be found in the Application Instructions and Guidance that will be provided with the applications.

These funds may not be used for projects within the city limits of Daytona Beach, Port Orange and Deltona because these municipalities are eligible to receive their own Community Development Block Grant allocation. Exceptions may apply for countywide projects or projects that meet the area benefit requirements. See the Application Instructions and Guidance for more information.

For more information about eligible uses or to request an application, contact Eva Colee at 386-736-5955 ext. 15593 or ecolee@volusia.org. **Applications will be accepted until 3 p.m. Wednesday, May 13, 2026.** Late applications will not be accepted.



County of Volusia

FY 2026/27 Community Development Block Grant (CDBG) Program

Funding Application Instructions and Guidance

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VIII. Submission Guidance 13

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X. CDBG Program Additional Resources 17

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

The county is currently in the process of re-qualifying the participating cities, so this information is subject to change. There are nine jurisdictions that currently participate in the entitlement program with Volusia 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, Ponce Inlet, 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, but outside the designated entitlement area, must include a justification demonstrating that the project will provide a countywide benefit or that at least 51% of its beneficiaries reside 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 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 toolkit 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 per application type, one per project type
  - Example: Can't apply for two lift station projects but could apply for a lift station and a sidewalk
  - The maximum number of applications that could be submitted is four, two capital improvement projects and two public service activities
- 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/activities every five years beginning with awards 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 12, 2026, 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 12, 2026, 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, 2026
    - Applicants will need to provide either completed plans and/or drawings with the application or proof they will be completed by the start of the next fiscal year (October 1, 2026)
    - 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, 2026.
- If a project is underway at the same location as the proposed project (phased project), the current project must be completed by October 1, 2026. A realistic 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

Cover Page

Provide the name of your city/organization and proposed project/activity name. This is the name that will be used for the subrecipient agreement if awarded.

Application Checklist

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

Applicant Information

All sections must be completed accurately and thoroughly. The employee named as the primary contact must be the same on all applications submitted. This employee will remain as the 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.

Historic Preservation

Applicant must indicate whether the project site is designated/registered as historic at any level (local, state, national). Applicant must also indicate whether the project is located within a historic district. If the project site is designated or registered, provide supporting documentation to attest to the information being provided.

If the project is locally designated, the applicant must indicate whether a Certificate of Appropriateness (COA) will be needed from the Volusia County Historic Preservation Board.

Per Section 62-101 of the Volusia County Code of Ordinances, alterations to locally designated historic structures (or structures in a historic district) require a Certificate of Appropriateness for any of the following activities:

> (a) Any alteration requiring a building permit which may change the exterior appearance of an individually designated historic building or structure or contributing property in a designated historic district.
>
> (b) Demolition of any building or structure, constructed 50 or more years prior to January 1 of the then current year deemed eligible for designation as a significant historic resource as determined by the Historic Preservation Officer, in accordance with section 62-73; or demolition of an individual building or structure that has been

previously issued a certificate of designation; or demolition of a contributing property in a designated historic district.

(c) The relocation of any building or structure into, out of, or within the boundaries of designated historic districts, sites, or individually designated historic resource.

(d) Any new construction of principal or accessory buildings, structures, or additions within the boundaries of a designated historic district or an individually designated historic resource.

For specific questions regarding whether a COA would be required, please contact the county's Historic Preservation Officer, Kimberly Reading, at kreading@volusia.org.

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 3 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 CBDG 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 4-5 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 sixty (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 2026/27 Plan of Action		
Milestones	Planned Date	Notes (not required)
Authorization to Proceed Received	10/1/26	Remaining dates will adjust if ATP is not received by this date
Technical Design & Procurement Documents Complete	10/15/26	
Complete Solicitation Package Submitted to Volusia County	11/1/26	
Solicitation Package Approved by Volusia County	11/7/26	
Solicitation Advertised	11/14/26	
Pre-Bid Meeting	12/1/26	

Bid Opening	12/19/26	
Contract Award	1/20/27	
Pre-Construction Meeting	2/15/27	
Issue Notice to Proceed	3/1/27	
Project Start Date	4/1/27	
Project Completed	8/15/27	
All Reimbursement Requests Submitted to Volusia County	9/10/27	

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**
10/1/26	Authorization to Proceed Issued	Volusia County
11/1/26	Income verify beneficiaries (if applicable)	Non-profit Organization
12/1/26	Begin providing new or improved service	Non-profit Organization
12/1/26-9/1/27	Provide service, submit monthly reimbursement and status report request to the County	Non-profit Organization
9/30/27	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 2026/27 will be for a 12-month term ending on September 30, 2027. Subrecipient agreements for public service activities will not be extended and the remaining balances will not roll over to the next year.

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.

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. Given the minimum request amount, no project will likely be eligible for procurement via quotes and will have to be put out competitively. 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. Procurement is something that will happen after an Authorization to Proceed is issued. Applicant can receive quotes as part of the application process for getting a project estimate, but no awards to contractors can occur until authorized by the county.

Certification of Construction Need (Capital Projects Only)

All capital improvement project applicants must complete and e-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 e-sign the Conflict of Interest statement provided.

VII. Application Timeline

April 9, 2026	Applications Release
April 22, 2026	Optional Q&A Session for All Applicants
May 13, 2026	Applications due to the Community Assistance Office (see Section VIII for Submission Guidance)
May 20, 2026	Applications Reviewed for Eligibility
June 8, 2026	Evaluation Committee Finalizes Scoring/Recommendations
June 14, 2026	Recommended Projects Included in Draft Consolidated Plan
July – August 2026	Consolidated Plan Finalized and Submitted to HUD
October 2026	Subrecipient Agreements Executed Following Grant Approval

The Q&A session on April 22, 2026, will be held virtually starting at 10 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 Link
Meeting ID: 255 957 181 809 958
Passcode: wb2jm3Je

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

B. Proposed applications must be received no later than 3:00 p.m. on May 13, 2026. The application may be submitted utilizing one of the methods listed above; it must be received by the required date and time. The application must be **typed** using the fillable application provided. Authorized signatures can be provided through e-signature using a platform such as Adobe Acrobat. The submission of the application should not be a scanned document. However, attachments can be scanned documents as applicable. 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 or ecolee@volusia.org.

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
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.		

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 ▪ Applicant has a proven track record with minimal compliance issues in the last three years	25
Readiness to Proceed	▪ Indication that the project will be shovel ready by October 1, 2026 ▪ 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
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.		

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 ▪ Applicant has a proven track record with minimal compliance issues in the last three years ▪ Applicant clearly describes the future sustainability of the activity	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://experience.arcgis.com/experience/279eca0222754f8a954bbf8cf995a1a3

Toolkit for Conducting Income Surveys:
https://www.hudexchange.info/programs/cdbg/cdbg-income-survey-toolkit/

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	May 5, 2026	**Item No**	7.D.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Community Development Block Grant, FY 2026-27 Forest Hills Blvd. Sidewalk Application		
Recommended Action	Staff recommends approval to submit a CDBG FY 2026-27 capital project application as outlined and direct staff to submit to Volusia County Community Assistance by the deadline.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Finance - Grants Moisio Loretta, Grants Coordinator		

Summary

This is a request for the City Commission to approve a Community Development Block Grant (CDBG) FY 2026-2027 Capital Project application to be submitted to Volusia County Community Assistance by 3:00 p.m., May 13, 2026.

Federal CDBG funds are passed through Volusia County Community Assistance to the City and the City is required to submit an application to Volusia County for the use of FY 2026-27 CDBG funds. Beginning with CDBG FY 2025-26, partnering cities must 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 2026-27 funding will include $1,000,000 available for eligible capital improvement projects and $265,000 for eligible public service activities. Applications must prove the project will benefit low-mod income persons. The threshold for Volusia County is 51% low/moderate income. 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, 2026, is required, so the project 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 March 12, 2026, to receive public input as a grant requirement. The application packet was made available on April 9, 2026, and the CDBG Advisory Board held a recommendation meeting on the same evening and recommended an application be submitted for Forest Hills Blvd. Sidewalk Improvements.

The Forest Hills Blvd. sidewalk improvement will remove the existing 3’ wide non-ADA deteriorated sidewalk and replace it with a new 5’ wide ADA compliant sidewalk, including ADA compliant detectable mats and curbing on the west and east sides of Forest Hills Boulevard. Certain sections of Forest Hills Boulevard do not have continuous sidewalks, and these areas will be added to provide a continuous sidewalk connection where feasible.

Financial Impact

There is no budget impact. The estimated total project cost is $316,500. CDBG funded activities are reimbursable from the Department of Housing and Urban Development via Volusia County.

Citizen Impact

This project is located in a CDBG priority area of the City and it will benefit the citizens living the Forest Hills subdivision as well as those living in areas adjacent to the subdivision.

Attachments

1. 26-60 CDBG FY 26-27 Forest Hills Blvd Sidewalk Application (P26-0049G)
2. DRAFT Application CDBG FY 26-27 Forest Hills
3. CDBG-NOFA-2026_ADA
4. FY-2026.27-CDBG-Funding-Application-Instructions_ADA

RESOLUTION NO. 2026-60

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 2026/27 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FUNDING ASSISTANCE FOR IMPROVEMENTS TO THE FOREST HILL BOULEVARD SIDEWALK; 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 and when feasible add to certain sections to provide a continuous connection through the Forest Hills Boulevard sidewalk (the "Project") at an estimated Project cost of $316,500.00, and

WHEREAS, the City Commission desires to submit a grant application to the County of Volusia under the FY 2026/27 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 $316,500.00 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 2026/27 Community Development Block

Grant (CDBG) Program for funding assistance in the amount of $316,500.00 for improvements to Forest Hills Boulevard sidewalk.

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 5th day of May, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Volusia County
FLORIDA

County of Volusia

FY 2026/27

Community Development Block Grant (CDBG) Program

Capital Improvement Project Application

City of Ormond Beach

Applicant Name

Forest Hills Blvd. Sidewalk Improvement (East and West Sides)

Project Name

Application Checklist

FY 2026/27 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: **Signed** 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: **Signed** Certification of Construction Need
☐	Section J: **Signed** Conflict of Interest Statement
☑	Attached Site Map, Photos, Plans, and Historic Designation, as applicable
☐	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)

Note: When filling out this application, please refer to the FY 2026/27 CDBG Funding Application Instructions and Guidance. The application must be typed using the provided fillable application. Hand-written applications will not be accepted.

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

Email Address: Loretta.Moisio@ormondbeach.org Phone Number: 386-610-0463

Project Manager Name and Title:
(Implementation) Cara Culliver, Principal Landscape Architect

Email Address: Cara.Culliver@ormondbeach.org Phone Number: 386-610-0552

Proposed Project Title: Forest Hills Blvd. Sidewalk Improvement (East and West Sides)

Total Amount Requested: $316,500 Total Estimated Project Cost: $316,500

Additional Funds Available to Leverage, if applicable: $ NA

Source of Additional Funds, if applicable: NA

Physical Location of Proposed Project: South End of Forest Hills Blvd. to North End of Forest Hills Blvd.

Certifying Representative
▪ Person authorized to sign contract, if project is selected
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: _____ May 5, 2026

Name: Joyce Shanahan **Date Signed**

Title: City Manager

B. Project Description

Type of Project:

- ☐ 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)

Exact Location/Project Address:
Provide a site map clearly identifying where on the site the proposed project will take place.

South End of Forest Hills Blvd. to North End of Forest Hills Blvd.

If applicable, please indicate the following:

Address Start: South End of Forest Hills Blvd. Address End: North End of Forest Hills Blvd.

Linear Feet: 3,000

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 will remove the existing 3' wide non-ADA deteriorated sidewalk and replace it with a new 5' wide ADA compliant sidewalk, including ADA compliant detectable mats and curbing on the west and east sides of Forest Hills Boulevard. Certain sections of Forest Hills Boulevard do not have continuous sidewalks and these areas will be added when feasible to provide a continuous sidewalk connection. This entire project is located within the City's current CDBG Priority Area.

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.

Planning is underway.

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.

This roadway connects residents and visitors to Nova Road which is comprised of local businesses. In addition, this sidewalk is used on a daily basis by elementary school children who walk, or ride their bikes, to Tomoka Beach Elementary School. The sidewalks need to be safe and compliant for the users as Forest Hills Boulevard is a regularly used roadway by both motorists and pedestrians.

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, 2026?

No

Anticipated Accomplishments and/or Outcomes:

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

It is anticipated that residents who live on this street, and neighboring streets, along with visitors to the area, will use the sidewalk on a daily basis.

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.

Forest Hills Blvd. is included within the City's CDBG Priority Area and those residents will be the primary users of the sidewalk.

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.

Forest Hills Blvd. is located in the Woodlands subdivision which is in the heart of Ormond Beach and located off of Nova Road which is a major arterial route. Woodlands is an older subdivision built in the late 1970's and has modest style homes. Tomoka Elementary School is located northwest of this subdivision and the Tomoka Elementary wood/concrete pedestrian trail connects into Military Blvd. which connects to Vanderbilt Drive and then to Forest Hills Blvd. creating a loop for the neighborhood. These sidewalks and trail are heavily used by Tomoka students as a safe route from this neighborhood to the school. Forest Hills Blvd. does not have a continuous sidewalk and does not provide for safe separation between pedestrians and vehicular traffic. These trends will continue in the absence of this project. The main reason this project was chosen was to enhance the pedestrian connectivity and provide safe routes for children, visitors and homeowners living within this neighborhood.

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Historic Preservation:

Is the proposed project location part of a registered historic location or historic district? If not, put N/A. If yes, please indicate which list(s) the project location is registered (Example: National Historic Register) and provide documentation confirming the designation. If locally designated, will a Certificate of Appropriateness be required? Refer to the FY 2026/27 CDBG Funding Application Instructions and Guidance for more information.

NA

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.

NA

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
080805	1	1855	1260	67.90%
	Total	1855		

Limited Clientele Benefit: *(if applicable)*

Qualifying group:

Number of persons served:

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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 previous years, CDBG eligible and completed projects have included sidewalks for Halifax Drive (2020, 2011); Ramsey Terrace (2017); Flormond Avenue (2018); South Washington Street (2023); North Ridgewood Avenue (2024); South Ridgewood Avenue (2024), Tomoka Avenue Sidewalk (2024), Division Avenue (2025) and Military Blvd. and Vanderbilt Drive (2026).

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.

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Past Applications:

Has the city/agency ever applied for CDBG funding for this project? If yes, provide information on when the application was last submitted, what changes have been made since it was last submitted, and any other relevant information.

The City has not submitted an application for this project in the past.

Past Contracts:

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

No

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Feasibility of Maintaining Project:

Explain future maintenance as a result of the project.

The sidewalk will be maintained by the City of Ormond Beach.

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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 several years. On March 12, 2026, the CDBGAB held its mandatory public hearing meeting. At its recommendations meeting of April 9, 2026, the Board recommended that this project be submitted for CDBG funding for FY 26-27 and the City Commission approved the submittal of a grant application at its meeting of May 5 with the approval of Resolution 2026-##. 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 12, 2026. Cities, county departments, and non-profits with project located within unincorporated Volusia County, put N/A.

NA

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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 12, 2026. Non-profits without a governing body or board, put N/A.

Resolution 2026-## 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:

The Plan of Action (POA) on the next page 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

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

CDBG FY 2026/27 Plan of Action		
Milestones	**Planned Date**	**Notes (not required)**
Authorization to Proceed (ATP) Received	**10/1/26**	**Remaining dates will adjust if ATP is not received by this date**
Technical Design & Procurement Documents Complete	9/30/26	
Complete Solicitation Package Submitted to Volusia County	10/1/26	
Solicitation Package Approved by Volusia County (Allow one week)	10/12/26	
Solicitation Advertised	11/22/26	
Pre-Solicitation Meeting	12/10/26	
Solicitation Opening	12/21/26	
Contract Award	2/2/27	
Pre-Construction Meeting	2/9/27	
Issue a Notice to Proceed	2/15/27	
Project Start Date	2/15/27	
Project Completed	6/15/27	
All Reimbursement Requests Submitted to Volusia County	8/2/27	

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	$123,600	$123,600	$	$
Labor Costs	$185,400	$185,400	$	$
Engineering Services	$	$	$	$
Other: Concrete Density Testing	$2,500	$2,500	$	$
Other: Permits/Bonds	$5,000	$5,000	$	$
Other:	$	$	$	$
SOURCE TOTAL (Column total)		$316,500	$	$
TOTAL PROJECT COST (the total project costs, all funding sources)	$316,500			

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 will revert back to the county if not utilized for the proposed project.

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.

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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.

There are no remaining CDBG balances from prior year capital projects.

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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 2026/27 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 $75,000 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 as 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: Shawn Finley, P.E., Assistant City Manager/Public Works Director

Email Address: Shawn.Finley@ormondbeach.org Phone Number: 386-610-0411

Proposed Project Title: Forest Hills Blvd. Sidewalk Improvement (East and West Sides)

Project should be classified as:

☐ Maintenance ☐ Deferred Maintenance ☐ Rehabilitation ☑ New Construction

Reason for determination given:
Attach additional pages or documentation as needed.

Shawn Finley		May 5, 2026
Certifying Employee Name	**Certifying Employee Signature**	**Date**

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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.

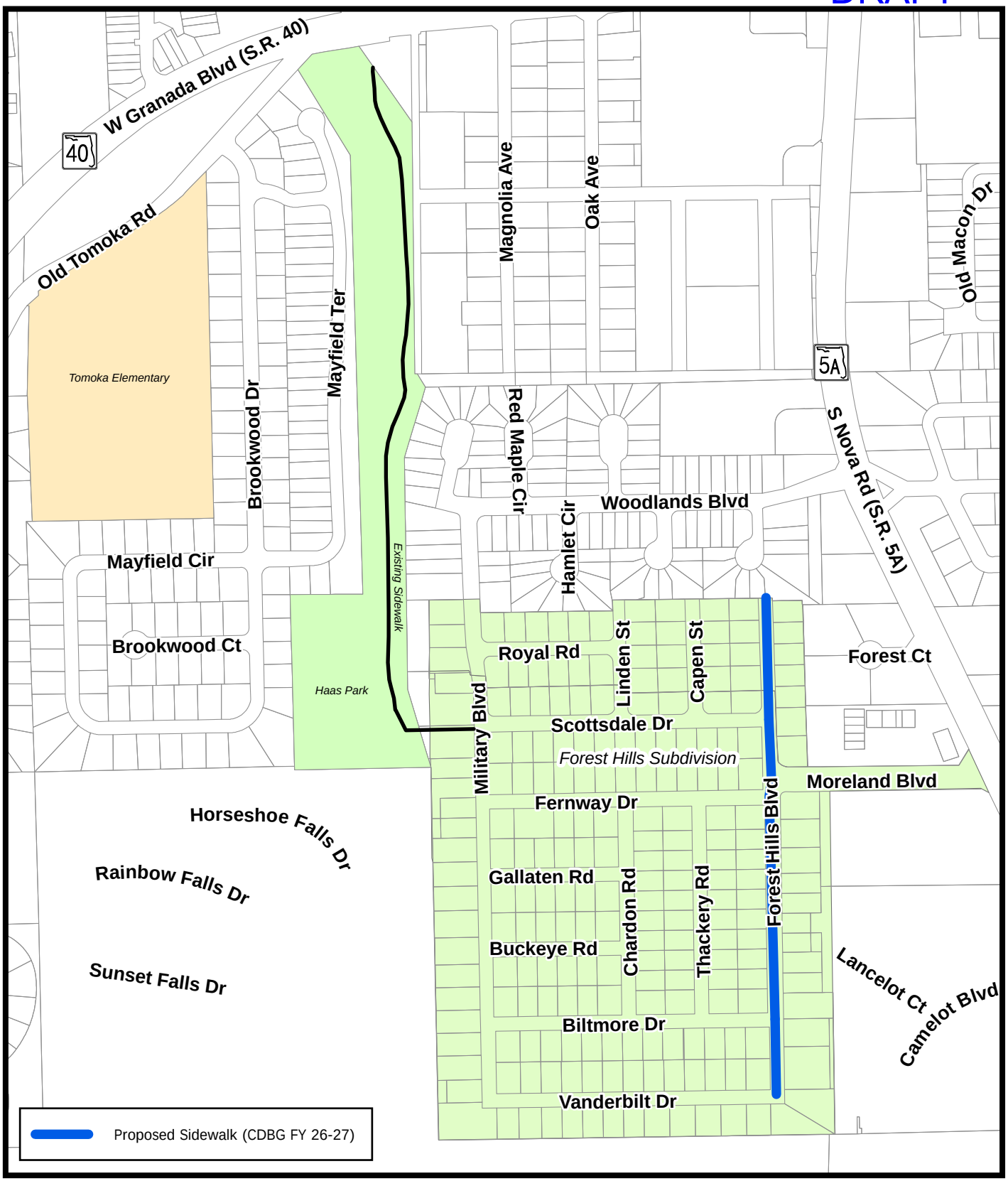
(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available.
(ii) Whether an opportunity was provided for open competitive bidding or negotiation.
(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class.
(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question.
(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section.
(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
(vii) Any other relevant considerations.

Name	Conflicts/Potential

Joyce Shanahan, City Manager	Loretta Moisio, Grants Coordinator
Authorized Official	**CDBG Liaison**
	May 5, 2026
Signature	**Date**
	May 5, 2026
Signature	**Date**

DRAFT



Proposed Sidewalk: Forest Hills Blvd.

Prepared By: The City of Ormond Beach
GIS Department - April 15, 2026


Forest Hills Blvd. Looking South
CDBG ADA Sidewalk Project
Legend
Forest Hills Blvd
Google Earth
5.06 ft
N


Forest Hills Blvd. Looking North
CDBG ADA Sidewalk Project
Legend
Forest Hills Blvd
Google Earth
4.08 ft
N

DRAFT

CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD MEETING

March 12, 2026 **6:00 P.M.**
City Hall Conference Room 103
22 South Beach Street
Ormond Beach, FL

CALL TO ORDER – ROLL CALL

Members present were Josh Pringle, Jessica Adjemian, Frank Ganz, Jennifer Haines and Lindsey Wolf.
Staff present were Grants Coordinator Loretta Moisio, Principal Landscape Architect Cara Culliver, and Recording Secretary Ida Hop.

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

APPROVAL OF MINUTES – January 15, 2026

Ms. Wolf moved, seconded by Ms. Adjemian, to approve the minutes of the January 15, 2026, meeting. The motion passed unanimously.

CDBG PROCESS OVERVIEW

Mr. Pringle presented the CDBG process in which the City can be awarded only two projects within a five-year period. The intent of the County is to structure the CDBG program to have larger projects that would be more impactful to the jurisdictions which received approvals. He continued last fiscal year the City did not have a project approved and did not receive CDBG funding for FY 2025-2026 under the new competitive application process.

Ms. Cara Culliver, Principal Landscape Architect, reviewed the following potential projects that require over $100,000.00 funding: Ames Park Driveway, Huguenot Park Driveway, Sanchez Park Driveway/Parking, EDC Pavillion/Sidewalk Connection, Forest Hills Sidewalks, Vanderbilt Drive Sidewalk and Scottsdale Drive Sidewalk.

Discussion occurred among the Board on the advantages and justifications of each project.

PUBLIC HEARING on CDBG Program Projects for FY 2026-2027

Mr. Pringle opened the Public Hearing for the Community Development Block Grant Program Projects for FY 2026-2027 and mentioned the potential projects.

AUDIENCE REMARKS

No Audience Remarks.

APPROVED

NEXT MEETING DATE

Thursday, April 9, 2026 – Project Recommendations

ADJOURNMENT

The meeting adjourned at 6:33 p.m.

Respectfully Submitted:

_____

Ida Hop, Recording Secretary

Attest:

_____

Josh Pringle, Chair

APPROVED

DRAFT

Community Development Block Grant Advisory Board

Thursday, March 12, 2026
City Hall – Conference Room 103
22 S. Beach Street
Ormond Beach, FL 32174

SIGN-IN SHEET

Name: JL Bright

Address: Ormond Beach

Name:

Address:

Name:

Address:

Name:

Address:

Name:

Address:

Name:

Address:

Name:

Address:

DRAFT

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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Loretta Moisio
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 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:

DTB Daytona Beach News-Journal 03/02/2026
DTB news-journalonline.com 03/02/2026

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 03/02/2026

Legal Clerk

Notary, State of WI, County of Brown

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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, March 12, 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 2026-2027. For information, please contact Loretta Moisio, Grants Coordinator, at 386-610-0463. 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 386-610-0400 for information regarding available aids and services.
By: CITY OF ORMOND BEACH
12100200 3/2/2026 1x

CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD MEETING

April 9, 2026 **6:00 P.M.**
City Hall Conference Room 103
22 South Beach Street
Ormond Beach, FL

CALL TO ORDER – ROLL CALL

Members present were Josh Pringle, Jessica Adjemian, Frank Ganz, Jennifer Haines and Lindsey Wolf.
Staff present were Grants Coordinator Loretta Moisio, Principal Landscape Architect Cara Culliver, and Recording Secretary Ida Hop.

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

APPROVAL OF MINUTES – March 12, 2026

Ms. Haines moved, seconded by Ms. Wolf, to approve the minutes of the March 12, 2026 meeting. The motion passed unanimously.

AUDIENCE REMARKS

No Audience Remarks.

CDBG FY26-27 RECOMMENDATION

Ms. Moisio stated she is in receipt of the new application package for CDBG FY26-27 with a due date of May 13, 2026 to submit a maximum of two capital projects requesting not less than $100,000 each.

There was discussion among the Board members and Ms. Culliver on the various projects.

Ms. Ganz moved, seconded by Ms. Haines, to recommend Sanchez Park Project as option (1) and the Forest Hills Boulevard Sidewalk as option (1B) . The motion passed unanimously.

NEXT MEETING DATE

Thursday, July 16, 2026

DRAFT

ADJOURNMENT

The meeting adjourned at 6:15 p.m.

Respectfully Submitted:

_____

Ida Hop, Recording Secretary

Attest:

_____

Josh Pringle, Chair

DRAFT

Community Development Block Grant Advisory Board

Thursday, April 9, 2026
City Hall – Conference Room 103
22 S. Beach Street
Ormond Beach, FL 32174

SIGN-IN SHEET

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

NO AUDIENCE PRESENT

DRAFT

INSERT 5/5/26 COMMISSION AGENDA

INSERT APPROVING RESOLUTION

City of Ormond Beach Florida How We Do Business

Guide for Contractors and Suppliers

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 Code of Ordinances. 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 for most quote requests, bids and RFPs. Vendors wishing to be placed on the City of Ormond Beach's vendor list and receive automatic notification of solicitations are encouraged to register with DemandStar.com. For more detailed information, please refer to the page titled "Internet Based Bidding," 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 come 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 Code of Ordinances dictates what method of procurement that must be used for each type of purchase:

Purchases from $2,500 - $25,000 — requires 3 Written Quotes

Purchases from $25,000 - $75,000 require:

- Solicitation of quotes through the City's procurement portal for a period of no less than 10 days. Departments are welcome to obtain their own quotes, however, the advertisement requirement is in place to insure transparency and impartiality.
- Piggybacking of another municipality upon the approval of the Finance Director or designee.
- Use of an active continuing contract which was entered into by way of a formal bid or RFP and was awarded with City Commission approval.
- Any other means which clearly demonstrates and documents an active attempt to provide competition and obtain the lowest cost with the approval of the Finance Director or designee.

Purchases over $75,000 require 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 purchasing thresholds.

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.

Formal Solicitation is required when the purchase is expected to exceed $75,000. There are two basic types of formal solicitations:

- Invitation to Bid (ITB)
- 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 preferably via email rob.hart@ormondbeach.org at (386) 676-3223. 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 RFPs 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.

DRAFT

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.

Award

Once quotes, bids, or proposals are received, the department requesting the purchase will be involved in evaluating the results. For purchases under $75,000 the City Manager or her designee will approve the purchase. For purchases valued at $75,000 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

FY 2026/27 CDBG Funding Applications Available

Volusia County's Community Assistance Division receives Community Development Block Grant (CDBG) funding annually through the U.S. Department of Housing and Urban Development. Utilizing the anticipated FY 2026/27 allocation, the division will be accepting applications for eligible capital improvement projects and public service activities. Applications may be submitted by cities participating in the county's entitlement program, non-profit organizations, and Volusia County internal departments/divisions.

The funds include $1,000,000 for eligible capital improvement projects and $265,000 for eligible public service activities. Funds must be used to serve clients or groups that are primarily low- or moderate-income. Proposed projects must be eligible under CDBG as described in 24 CFR Part 570. Capital improvement applications must request no less than $100,000 per application and public service applications must request no less than $25,000. Applicants are limited to two applications per application type and no more than one per project type. Additional requirements can be found in the Application Instructions and Guidance that will be provided with the applications.

These funds may not be used for projects within the city limits of Daytona Beach, Port Orange and Deltona because these municipalities are eligible to receive their own Community Development Block Grant allocation. Exceptions may apply for countywide projects or projects that meet the area benefit requirements. See the Application Instructions and Guidance for more information.

For more information about eligible uses or to request an application, contact Eva Colee at 386-736-5955 ext. 15593 or ecolee@volusia.org. **Applications will be accepted until 3 p.m. Wednesday, May 13, 2026.** Late applications will not be accepted.



County of Volusia

FY 2026/27 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

The county is currently in the process of re-qualifying the participating cities, so this information is subject to change. There are nine jurisdictions that currently participate in the entitlement program with Volusia 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, Ponce Inlet, 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, but outside the designated entitlement area, must include a justification demonstrating that the project will provide a countywide benefit or that at least 51% of its beneficiaries reside 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 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 toolkit 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 per application type, one per project type
  - Example: Can't apply for two lift station projects but could apply for a lift station and a sidewalk
  - The maximum number of applications that could be submitted is four, two capital improvement projects and two public service activities
- 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/activities every five years beginning with awards 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 12, 2026, 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 12, 2026, 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, 2026
    - Applicants will need to provide either completed plans and/or drawings with the application or proof they will be completed by the start of the next fiscal year (October 1, 2026)
    - 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, 2026.
- If a project is underway at the same location as the proposed project (phased project), the current project must be completed by October 1, 2026. A realistic 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

Cover Page

Provide the name of your city/organization and proposed project/activity name. This is the name that will be used for the subrecipient agreement if awarded.

Application Checklist

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

Applicant Information

All sections must be completed accurately and thoroughly. The employee named as the primary contact must be the same on all applications submitted. This employee will remain as the 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.

Historic Preservation

Applicant must indicate whether the project site is designated/registered as historic at any level (local, state, national). Applicant must also indicate whether the project is located within a historic district. If the project site is designated or registered, provide supporting documentation to attest to the information being provided.

If the project is locally designated, the applicant must indicate whether a Certificate of Appropriateness (COA) will be needed from the Volusia County Historic Preservation Board.

Per Section 62-101 of the Volusia County Code of Ordinances, alterations to locally designated historic structures (or structures in a historic district) require a Certificate of Appropriateness for any of the following activities:

> (a) Any alteration requiring a building permit which may change the exterior appearance of an individually designated historic building or structure or contributing property in a designated historic district.
>
> (b) Demolition of any building or structure, constructed 50 or more years prior to January 1 of the then current year deemed eligible for designation as a significant historic resource as determined by the Historic Preservation Officer, in accordance with section 62-73; or demolition of an individual building or structure that has been

previously issued a certificate of designation; or demolition of a contributing property in a designated historic district.

(c) The relocation of any building or structure into, out of, or within the boundaries of designated historic districts, sites, or individually designated historic resource.

(d) Any new construction of principal or accessory buildings, structures, or additions within the boundaries of a designated historic district or an individually designated historic resource.

For specific questions regarding whether a COA would be required, please contact the county's Historic Preservation Officer, Kimberly Reading, at kreading@volusia.org.

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 3 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 CBDG 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 4-5 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 sixty (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 2026/27 Plan of Action		
Milestones	Planned Date	Notes (not required)
Authorization to Proceed Received	10/1/26	Remaining dates will adjust if ATP is not received by this date
Technical Design & Procurement Documents Complete	10/15/26	
Complete Solicitation Package Submitted to Volusia County	11/1/26	
Solicitation Package Approved by Volusia County	11/7/26	
Solicitation Advertised	11/14/26	
Pre-Bid Meeting	12/1/26	

Bid Opening	12/19/26	
Contract Award	1/20/27	
Pre-Construction Meeting	2/15/27	
Issue Notice to Proceed	3/1/27	
Project Start Date	4/1/27	
Project Completed	8/15/27	
All Reimbursement Requests Submitted to Volusia County	9/10/27	

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**
10/1/26	Authorization to Proceed Issued	Volusia County
11/1/26	Income verify beneficiaries (if applicable)	Non-profit Organization
12/1/26	Begin providing new or improved service	Non-profit Organization
12/1/26-9/1/27	Provide service, submit monthly reimbursement and status report request to the County	Non-profit Organization
9/30/27	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 2026/27 will be for a 12-month term ending on September 30, 2027. Subrecipient agreements for public service activities will not be extended and the remaining balances will not roll over to the next year.

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.

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. Given the minimum request amount, no project will likely be eligible for procurement via quotes and will have to be put out competitively. 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. Procurement is something that will happen after an Authorization to Proceed is issued. Applicant can receive quotes as part of the application process for getting a project estimate, but no awards to contractors can occur until authorized by the county.

Certification of Construction Need (Capital Projects Only)

All capital improvement project applicants must complete and e-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 e-sign the Conflict of Interest statement provided.

VII. Application Timeline

April 9, 2026	Applications Release
April 22, 2026	Optional Q&A Session for All Applicants
May 13, 2026	Applications due to the Community Assistance Office (see Section VIII for Submission Guidance)
May 20, 2026	Applications Reviewed for Eligibility
June 8, 2026	Evaluation Committee Finalizes Scoring/Recommendations
June 14, 2026	Recommended Projects Included in Draft Consolidated Plan
July – August 2026	Consolidated Plan Finalized and Submitted to HUD
October 2026	Subrecipient Agreements Executed Following Grant Approval

The Q&A session on April 22, 2026, will be held virtually starting at 10 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 Link
Meeting ID: 255 957 181 809 958
Passcode: wb2jm3Je

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

B. Proposed applications must be received no later than 3:00 p.m. on May 13, 2026. The application may be submitted utilizing one of the methods listed above; it must be received by the required date and time. The application must be **typed** using the fillable application provided. Authorized signatures can be provided through e-signature using a platform such as Adobe Acrobat. The submission of the application should not be a scanned document. However, attachments can be scanned documents as applicable. 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 or ecolee@volusia.org.

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
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.		

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 ▪ Applicant has a proven track record with minimal compliance issues in the last three years	25
Readiness to Proceed	▪ Indication that the project will be shovel ready by October 1, 2026 ▪ 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
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.		

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 ▪ Applicant has a proven track record with minimal compliance issues in the last three years ▪ Applicant clearly describes the future sustainability of the activity	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://experience.arcgis.com/experience/279eca0222754f8a954bbf8cf995a1a3

Toolkit for Conducting Income Surveys:
https://www.hudexchange.info/programs/cdbg/cdbg-income-survey-toolkit/

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	May 5, 2026	**Item No**	7.E.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Bid Award - Service Line Inventory		
Recommended Action	Staff recommends awarding the bid to The Next Wave Plumbing, LLC, in the amount of $161,400 for the Lead Service Line Inventory project.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Utilities Management Shawn Finley, Assistant City Manager		

Summary

This item provides public notice of the City's intent to award a bid for the Lead Service Line Inventory project, Bid No. 2026-14, to The Next Wave Plumbing, LLC.

This project aims at continuing the effort of developing a Lead Service Line Inventory as required by the Safe Drinking Water Act. This mandate requires all public water systems prepare and maintain an inventory of their potable water service line materials. To date, City staff have created an inventory spreadsheet documenting approximately 24,200 services throughout the City's service area. The list currently, however, has approximately 9,500 services listed with an unknown material classification.

To date, no lead service lines have been discovered within the City's service area by staff. The unknown classification is predominately due to the City's records not showcasing enough information on utility record drawings to identify the materials of these services. This project is aimed at digging up, exposing, and classifying 3,000 of the unknown service lines.

On March 10, 2026, bids were received and opened. 6 companies submitted bids ranging from $678,000 - $161,400. The Next Wave Plumbing, LLC is the lowest, responsible and responsive bidder, and is recommended for bid award.

Financial Impact

The bid amount for this project is $161,400. The Fiscal Year 2025-26 budget included $200,000 for this project in the 409 Fund - Water and Wastewater System Improvements.

Citizen Impact

This project will continue the development of a lead service line inventory, which is a requirement of the EPA. Developing and maintaining an inventory list aids with providing safe drinking water to the City's utility customers.

Attachments

1. 26-61 Lead Service Line Inventory-Next Wave (P26-0039G)
2. Next Wave Plumbing
3. Bid 2026-14 Addendum No 1
4. Bid 2026-14 Addendum No 2
5. BID 2026-14 Tabulation

RESOLUTION NO. 2026-61

A RESOLUTION ACCEPTING A BID FROM THE NEXT WAVE PLUMBING, LLC FOR CONSTRUCTION SERVICES REGARDING THE LEAD SERVICE LINE INVENTORY PROJECT, UNDER BID NO. 2026-14; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2026-14) regarding construction services for the lead service line inventory project ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by The Next Wave Plumbing, LLC with a bid in the amount of $161,400.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

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

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

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

SECTION ONE. The bid submitted by The Next Wave Plumbing, LLC to perform the Project at a total cost not to exceed $161,400.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforedescribed Project shall be deemed rejected upon the execution of a contract with The Next Wave Plumbing, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with The Next Wave Plumbing, LLC for the performance of the Project at the said price, and to pay the cost thereof from the Water and Wastewater System Improvements Fund.

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

APPROVED AND AUTHENTICATED this 5th day of May, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

CONTRACTORS NAME The Next Wave Plumbing, LLC LICENSE NO. CFC 143 2688

PROJECT IDENTIFICATION: **Lead Service Line Inventory**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2026-14

THIS BID IS SUBMITTED TO:
(Name and Address of Owner) City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

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

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

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

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

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

Date	Number
3/1/26	No. 1
3/2/26	No. 2
N/A	N/A
N/A	N/A

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

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

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

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

BID SCHEDULE

Item Number	Item Description	Estimated Quantity	Item Units	Unit Price	Item Price
1	Field Inspections	3,000	EA	$ 52.00	$ 156,000.00
2	Data Processing	1	LS	$ 5400.00	$ 5,400.00
3	Mobilization/Demobilization	1	LS	$ Ø	$ Ø

TOTAL BID $ 161,400
(Figures)

One Hundred Sixty One Thousand Four Hundred and XX/100
(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 **240** calendar days after the date when the Contract Time commences to run, and completed within **300** calendar days after the date when the Contract Time commences to run.

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

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

   (a) Required Bid Security in the form of

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

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

   (b) Equipment, Material, and Subcontractors List

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

   (d) Drug Free Workplace Certificate

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

   (f) Local Vendor Preference

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

   (h) Affidavit of Compliance F.S. 287.138 Contracting With Foreign Entities of Concern
   (i) Human Trafficking Affidavit, Section 787.06, Florida Statutes

(j) Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Public Entity Crime

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

Mailing Address: 484 DRUID CIRCLE
Street Address: 484 DRUID CIRCLE
City, State, Zip Code: ORMOND BEACH, FL 32176
Email: THENEXTWAVE PLUMBING@GMAIL.COM
Telephone No. (386) 205-9062 Fax No.: N/A

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 MARCH 10th, 2026.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

RONALD ANDREW SHULTZ (SEAL)
(Individual's Name - Typed or Printed)

doing business as THE NEXT WAVE PLUMBING, LLC
Business address: 484 DRUID CIRCLE
ORMOND BEACH, FL 32176

Phone No.: (386) 205-9062
Fax No.: N/A

If BIDDER is:

A Partnership

By N/A (SEAL)
(Firm Name)

N/A
(General Partner - Signature)

N/A
(General Partner - Typed or Printed)

Business Address: N/A

Phone No.: N/A

Fax No.: N/A

If BIDDER is:

A Corporation

By N/A
(Corporation Name)

N/A
(State of Incorporation)

By N/A
(Name of Person Authorized to Sign - Signature)

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

(Title)

(Corporate Seal)

Attest N/A

Business address: N/A

Phone No.: N/A

Fax No.: N/A

If BIDDER is:

A Joint Venture

By N/A
(Name - Signature)

N/A
(Name - Typed or Printed)

Address: N/A

Phone No.: N/A
Fax No.: N/A

By N/A
(Name - Signature)

N/A
(Name - Typed or Printed)

Address: N/A

Phone No.: N/A
Fax No.: N/A

(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.)
LEAD SERVICE LINE INVENTORY
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:

Item	Supplier
Mini Hydro Vac	NSS / Kohler
Verneer HydroVac	Vermeer
N/A	
N/A	
N/A	
N/A	
N/A	
N/A	

Subcontractors:

Work Classification: N/A

Name: N/A

Address: N/A

Phone Number: N/A Fax Number: N/A

Subcontractors:

Work Classification: _____

Name: N/A

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: N/A

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: N/A

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: N/A

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: N/A

Address: _____

Phone Number: _____ Fax Number: _____

TRENCH SAFETY STANDARDS

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

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

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

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

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	Ø	L.F.	Ø	Ø
2. Sheeting/Shoring	Ø	S.F.	Ø	Ø

[signature] 3/9/26
Name (signature) Date

Ronald D. Schultz
Name (typed or printed)

Managing Member
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

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

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

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

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

3/9/26
Name (signature) Date

Ronald N. Shultz
Name (typed or printed)

Managing Member
Title

BID (Cont'd.)
LEAD SERVICE LINE INVENTORY
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

The Next Wave Plumbing, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Ronald N. Schultz
NAME (PRINT OR TYPE)

Managing Member
TITLE

3/9/26
DATE

LOCAL VENDOR PREFERENCE

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

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

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
   (1) A physical business and location address;
   (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
   (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
   (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
   (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

BID (Cont'd.)
LEAD SERVICE LINE INVENTORY
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: The Next Wave Plumbing, LLC

Address: 484 Druid Circle, Ormond Beach FL 32176

Business or Contractor License Number: CFC 143 2688

Phone Number: (386) 205-9062 Fax Number: _____

Owner's Name: Ronald A. Shultz Signature: _____

Sworn to before me this 9th day of March

Notary Public for the State of Florida My Commission Expires May 17 2029

Notary Public Signature: Kristen Hardwick

Printed Name: Kristen Hardwick

KRISTEN HARDWICK
Notary Public · State of Florida
Commission # HH 660959
My Comm. Expires May 17, 2029
Bonded through National Notary Assn.

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

The Next Wave Plumbing, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Ronald A. Shultz
NAME (PRINT OR TYPE)

Managing Member
TITLE

3/9/26
DATE

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

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

1. Affiant is the Owner (Title) of The Next Wave Plumbing, LLC (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 9th, 2026 Signed: [signature]

Title: Owner Print Name: Ronald A. Shultz

Entity: The Next Wave Plumbing, LLC

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 9th day of March, 2026, by Ronald Shultz and who:

☐Is personally known to me; or ☒has produced FL S432-721-73-443-0 as identification.

[signature]
Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: May 17, 2029

KRISTEN HARDWICK
Notary Public - State of Florida
Commission # HH 660959
My Comm. Expires May 17, 2029
Bonded through National Notary Assn.

This page must be completed & notarized.

BID (Cont'd.)
LEAD SERVICE LINE INVENTORY
ORMOND BEACH, FLORIDA

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 Ronald A. Shultz. I am over the age of Twenty-One years old. I am the Owner (Title) of The Next Wave Plumbing, LLC (Business Name), a non-governmental entity which does 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.

Date: March 9th, 2026 Signature: _____

Print Name: Ronald A. Shultz

Title: Owner

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of March, 2026, by Ronald Shultz and who:

☐ Is personally known to me; or ☒ has produced FLS432-721734430 as identification.

Kristen Hardwick

Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: May 17, 2029

KRISTEN HARDWICK
Notary Public - State of Florida
Commission # HH 660959
My Comm. Expires May 17, 2029
Bonded through National Notary Assn.

This page must be completed & notarized.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Ormond Beach

   By Ronald A. Shutts (owner)

   (print this individual's name and title)

   for The Next Wave Plumbing, LLC
   (print name of entity submitting statements)

   whose business address is 484 Druid Circle, Ormond Beach FL 32174

   and if applicable whose Federal Employer Identification Number (FEIN) is 88-3581404

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: N/A

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions 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 any 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 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, nonjury 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:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. 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 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, 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 a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ 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 within the past 36 months. AND (Please indicate which additional statement applies).

____ 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 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 within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order 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. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. 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)

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 9th day of March, 20 26, by Ronald Shultz and who:

☐Is personally known to me; or ☒has produced FL S432-721-73-443-0 as identification.

_____

Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission

(seal)

KRISTEN HARDWICK
Notary Public - State of Florida
Commission # HH 660959
My Comm. Expires May 17, 2029
Bonded through National Notary Assn.

My commission expires: May 17, 2029

This page must be completed & notarized.
END OF BID

Addendum #1

March 1, 2026

TO: Perspective Bidders and Others Concerned

SUBJECT: Lead Service Line Inventory, Bid No. 2026-14

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: There are assorted types of meter boxes, are you wanting a locate on each side of the meter by just opening the lid or are we expected to dig on either side of the meter box?

A1: If you can visually identify each side of the service line and get a photo of it from inside the meter box, that is acceptable. If that is not possible, you would need to dig up either side. Many times, they way these boxes are set, you cannot see both sides from inside the box so digging would be required.

Q2: What about locating the meter boxes? Many times, these boxes are difficult to locate.

A2: If you find an address where the box cannot be located, inform the city's point of contact and move on to the next address. The city can assist in locating these unexposed meter boxes.

Q3: Will the city be providing a specified list of accounts/addresses? In what format will it be provided? Will GIS information be provided?

A3: Yes, the city will provide specific addresses in an excel spreadsheet. No, GIS information will not be provided at this time.

Q4: Is 3,000 the total number? Are these just accounts prior to 1989?

A4: We were able to use a date of 1975 and anticipate approximately 9,000 accounts. 3,000 accounts are what we anticipate completing with the project budget of $200,000.

Q5: Regarding the reports required, what format are you expecting?

A5: The selected vendor will create an excel spreadsheet with the required information as stated in the 00500 section of the manual. The excel spreadsheet must obtain

City approval prior to the start of the project. A picture of both the Utility service line and Customer service line for each address with the address identified on each picture – submitted on a flash drive.

Q6: If there are accounts that can just not be located, will the city provide alternative accounts?

A6: Yes, if it gets to the point, however, typically we are able to locate.

Q7: Are all of this in grass or are there locations where they are in concrete or asphalt? If there are in concrete or asphalt, who will be responsible for restoration?

A7: There will likely be some locations in concrete or asphalt, the chosen contractor will be responsible for restoration. However, the city's intent is not to cut any asphalt or concrete to perform the field inspections. If a meter box is surrounded by concrete or asphalt, the contractor will use its best judgement on obtaining the proper documentation and inform the city's point of contact the location of meter box.

Q8: The boiler plate insurance requirements call for builders' risk insurance, is that required on this contract?

A8: No.

Q9: Will a staging location be provided? For 1 or 2 vehicles?

A9: Yes, there is the opportunity for staging equipment if needed.

Q10: Regarding water costs, is a hydrant meter available?

A10: Hydrant meters are available from the city's utility billing department. There is a $1,000 deposit, water usage is billed per 1,000 gallons at the city commercial water rate.

Q11: If an irrigation system is damaged, is the contract responsible for repairs? If so, as a certified underground contractor, is any other licensing required?

A11: That should be acceptable.

Q12: If there are broken lids, leaks, etc. should the contractor replace those?

A12: No, those should be reported to the specified city contact.

Q13: Is the contractor required to report regarding backflow preventers being in place?

A13: Yes, that should be noted as a column on the excel spreadsheet as stated in the 00500 section of the manual.

Q14: Are these all residential properties?

A14: All 2 inch and larger potable water lines have been removed from the list. All service lines will be 1.5" or less and could possible including commercial accounts. The excel spreadsheet, created by the contractor, should note what type of account the service line is associated with as stated in the 00500 section of the manual.

Q15: What about customer notifications?

A15: The city will provide a door hanger for the contractor to fill out and distribute to all addresses that have been documented and inspected.

Q16: Will there be advance notice to the customer?

A16: No, every year a flyer is sent out regarding this project, that is considered notification.

Q17: How many are in the DOT right of way?

A17: Contractor selected should refer to the address schedule.

Q18: Is the contractor permitted to inspect some meter boxes prior to bidding?

A18: That is not a problem.

Q19: Does the city has an estimated quantities of meter boxes in concrete and/or asphalt?

A19: Refer to question and answer #7

Q20: Is there a list of addresses for this project?

A20: Yes

*The material classification listed on the excel spreadsheet, created by the contractor, should include pipe material identified as one of the following per EPA requirements. *
Lead
Lead-Lined galvanized
Galvanized
Non-lead Copper
Non-lead plastic
Non-lead other

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – Lead Service Line Inventory, Bid No. 2026-14

City of Ormond Beach, Florida

Addendum No. 2

March, 2, 2026

TO: Perspective Bidders and Others Concerned

SUBJECT: Lead Service Line Inventory, Bid No. 2026-14

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: Is there an Engineers Estimate?

A1: $200,000

Q2: Is A Florida Certified Underground Utility and Excavation Contractor (CUC) license acceptable?

A2: Yes, that license is acceptable for this project.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – Lead Service Line Inventory, Bid No. 2026-14

City of Ormond Beach, Florida

BID OPENING TABULATION

Project: Lead Service Line Inventory

Bid Number: 2026-14

Date & Time: March 10, 2026 2:00 PM

Contractor	Add 1	Add 2	Bid Bond	Base Bid
Next Wave Plumbing LLC / 484 Druid Cir. O.B. FL 32176	✓	✓	✓	$161,400.00
R&M Service Solutions / 11820 Uradco Pl San Antonio FL	✓	✓	✓	$215,000.00
Seacoast Survey / 213 Hobbs St. Tampa FL 33619	✓	✓	✓	$478,000.00
HST Utility / 7901 Fourth St. St. Petersburg FL 33702	✓	✓	✓	$175,000.00
General Underground LLC / P.O. Box 315 Lake Helen FL 32744	✓	✓	✓	$189,000.00
Sensible H2O Solutions / 533 N. Nova Rd. O.B. 32174	✓	✓	✓	$182,000.00

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

Trevor Neal

Tabulated by: Kelly McGuire
Finance Directgor

Trevor Neal
Utility Project Manager

Opened by: Chris Byle
Asst. Finance Director

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	May 5, 2026	**Item No**	7.F.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Bid Award - Fires Station 93 Wind Wall and Pad Construction		
Recommended Action	Staff recommends award of the bid to Greg Reynolds Construction, in the amount of $52,230.		
Strategic Goal	Public Safety - Ensure the physical security of City assets and operations.		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

The purpose of this item is to award a bid for the Fire Station 93 Wind Wall and Pad Construction.

This project involves the construction of a wind wall and pad, as required by FEMA, for the Fire Station 93 generator replacement. The generator at Fire Station 93, in service since 2000, has experienced major failures in recent years, does not have the capacity to power the entire facility, and is in need of replacement. The City Commission approved submittal and acceptance of the grant in Resolution 2023-124, and subsequently received an award for the generator purchase and required site improvements.

On February 26, 2026, a disposition item for advertisement for competitive bidding was approved. On April 27, bids were opened, and the bids ranged from $52,230 - $77,366. The low bidder, Greg Reynolds Construction, has successfully completed similar projects and is recommended for this project.

Financial Impact

The installation of the generator at Fire Station 93 has been funded through a FEMA grant; this grant has an available $40,000 remaining that can be applied to this project. The remaining costs will need to be funded by the reserves of Fund 301- General Capital Improvement Fund through a budget amendment.

Citizen Impact

This project will ensure and enhance the City's ability to provide continuity of emergency response operations before, during, and after disaster-type events. Strategically located for quick and efficient response to emergency incidents, these facilities are critical to public safety, and provide a tangible benefit to the residents.

Attachments

1. 26-62 FS93 Wind wall & pad-Greg Reynolds (P26-0041G)
2. Greg Reynolds Construction Section 00300 and 00410
3. Signed Bid Tab

RESOLUTION NO. 2026-62

A RESOLUTION ACCEPTING A BID FROM GREG REYNOLDS CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES REGARDING THE FIRE STATION 93 WIND WALL AND PAD CONSTRUCTION PROJECT, UNDER BID NO. 2026-19; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2026-19) regarding construction services for the Fire Station 93 wind wall and pad construction project ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by Greg Reynolds Construction, LLC with a bid in the amount of $52,230.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the Project will be paid for from the General Capital Improvement Fund and FEMA grant funds and that these funds have not been appropriated for any other purpose, and

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

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

SECTION ONE. The bid submitted by Greg Reynolds, LLC to perform the Project at a total cost not to exceed $52,230.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforedescribed Project shall be deemed rejected upon the execution of a contract with Greg Reynolds, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Greg Reynolds, LLC for the performance of the Project at the said price, and to pay the cost thereof from using General Capital Improvement Funds and FEMA grant funds.

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

APPROVED AND AUTHENTICATED this 5th day of May, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

CONTRACTORS NAME Greg Reynolds LICENSE NO. CGC1516402

PROJECT IDENTIFICATION: **Fire Station 93 Wind Wall and Pad Construction**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2026-19

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

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

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

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

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

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

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

Date	Number
3/1/26	1
3/16/26	2
3/20/26	3

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

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

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

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

BID SCHEDULE

Item No.	Description	Estimated Qty	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	3,000.00	3,000.00
2	Construct Wind Wall and Pad	1	LS	37,230.00	37,230.00
3	Certified As-Built Drawings	1	LS	2,000.00	2,000.00
4	Allowance	1	LS	$10,000	$10,000

TOTAL BID $ 52,230.00
(Figures)

Fifty Two Thousand Two Hundred Thirty Dollars + Zero Cents
(Words)

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

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

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Four Hundred Dollars ($400) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

   (a) Required Bid Security in the form of

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

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

   (b) Equipment, Material, and Subcontractors List

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

   (d) Drug Free Workplace Certificate

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

   (f) Local Vendor Preference

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

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

(i) Human Trafficking Affidavit, Section 787.06, Florida Statutes

(j) Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Public Entity Crime

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

Mailing Address: 1910 Alice Dr., Astor, FL 32102
Street Address: same
City, State, Zip Code: same
Email: grclc@yahoo.com
Telephone No.: 386-671-2569 Fax No.: N/A

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 March 27, 2026

If BIDDER is:

An Individual N/A

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership N/A

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By Greg Reynolds Construction, LLC
(Corporation Name)

Florida
(State of Incorporation)

By [signature]
(Name of Person Authorized to Sign - Signature)

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

MGRM
(Title)

(Corporate Seal)

Attest [signature]

Business address: 1910 Alice Dr.
Astor, FL 32102

Phone No.: 386-671-2569

Fax No.: N/A

If BIDDER is:

A Joint Venture N/A

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

Item	Supplier
Concrete	Cemex
Block	Cemex
Stucco	Lowes/Big Box Store
Paint	Sherwin Williams

Subcontractors:

Work Classification: Concrete

Name: Rock Bottom Concrete Construction

Address: 956 Teresa St., Daytona Beach 32117

Phone Number: 386-270-6636 Fax Number: N/A

Subcontractors:

Work Classification: CMU

Name: Maroni Construction, LLC

Address: 620 Unabelle Avenue, Daytona Beach

Phone Number: 386-307-5617 Fax Number: N/A

Work Classification: Stucco/Paint

Name: A Touch of Quality LLC

Address: P.O. Box 1092, Hollister, FL 32147 (mailing)

Phone Number: 386-274-9345 Fax Number: N/A

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

TRENCH SAFETY STANDARDS

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

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

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

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

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

Name (signature) Date

Greg Reynolds
Name (typed or printed)

M&RM
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

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

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

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

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

Greg Reynolds
Name (signature) Date

Greg Reynolds
Name (typed or printed)

MGRM
Title

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[✓] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[✓] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Greg Reynolds Construction
COMPANY NAME

AUTHORIZED SIGNATURE

Greg Reynolds
NAME (PRINT OR TYPE)

MGRM
TITLE

3/6/26
DATE

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Greg Reynolds Construction
COMPANY NAME

AUTHORIZED SIGNATURE

Greg Reynolds
NAME (PRINT OR TYPE)

MGRM
TITLE

3/6/26
DATE

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

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

1. Affiant is the MGRM (Title) of Greg Reynolds Construction (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: 3/4, 2026 Signed: [signature]

Title: MGRM Print Name: Greg Reynolds

Entity: Greg Reynolds Construction

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this March day of 6, 2026, by Greg Reynolds and who:

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

[signature]
Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

CHRISTINE S. BOLDRICK NOTARY PUBLIC MY COMMISSION EXPIRES 4-24-2029 STATE OF FLORIDA COMMISSION NUMBER HH 624082

My commission expires: _____

This page must be completed & notarized

BID (Cont'd.)
Fire Station 93 Wind Wall and Pad Construction
ORMOND BEACH, FLORIDA

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 Greg Reynolds, I am over the age of Twenty-One years old. I am the MGRM (Title) of Greg Reynolds Construction (Business Name) a non-governmental entity which does 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.

Date: 3/4, 2026 Signature: Greg Reynolds

Print Name: Greg Reynolds

Title: MGRM

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 4th day of March, 2026, by Greg Reynolds and who:

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

Christine S Boldrick

Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: _____

CHRISTINE S. BOLDRICK NOTARY PUBLIC MY COMMISSION EXPIRES 4-24-2029 STATE OF FLORIDA COMMISSION NUMBER HH 624082

This page must be completed and notarized.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Ormond Beach

By Greg Reynolds, MGRM

(print this individual's name and title)

for Greg Reynolds Construction

(print name of entity submitting statements)

whose business address is 1910 Alice Dr., Astor, FL 32102

and if applicable whose Federal Employer Identification Number (FEIN) is 05-0608261

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: N/A

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions 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 any 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 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, nonjury 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:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. 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 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, 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 a relation to the entity submitting this sworn statement. (Please 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ 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 within the past 36 months. AND (Please indicate which additional statement applies).

____ 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 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 within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order 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. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. 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.

Greg Reynolds
(Signature)

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 6 day of March, 2026,
by Greg Reynolds and who:
☒ is personally known to me; or ☐ has produced _____ as identification.

Christine S Boldrick

Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

CHRISTINE S. BOLDRICK NOTARY PUBLIC MY COMMISSION EXPIRES 4-24-2029 STATE OF FLORIDA COMMISSION NUMBER HH624082

My commission expires: _____

This page must be completed and notarized.

END OF BID

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Greg Reynolds Construction, LC

(*hereinafter called Principal*) and

Merchants National Bonding Inc.

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

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Fire Station 93 Wind Wall and Pad Construction (Bid No. 2026-19)** 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 27th day March, 2026.

Greg Reynolds Construction, LC
(Principal)

By: Greg Reynolds
Gregory B. Reynolds, Manager

ATTEST:

Merchants National Bonding Inc.
(Surety)

Diane Richardson
(SEAL)

By: Mark Kowalski
Mark Kowalski, Attorney-in-Fact & Agent

END OF SECTION
00410 - 1

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Mark Kowalski

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of March , 2026 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

BID OPENING TABULATION

Fire Station 93 Wind Wall and Pad Construction
Bid Number: 2026-19

Date & Time: March 27, 2026 2:00 PM

Contractor	Add 1	Add 2	Add 3	Bid Bond	Base Bid
DDS ENTERPRISES	Y	Y	N	Y	$53,650.00
RUBY BUILDERS	Y	Y	Y	Y	$77,366.00
GREG REYNOLDS	Y	Y	Y	Y	$52,230.00
DSR	Y	Y	Y	Y	$74,000.00
PAUL CULVER	Y	Y	Y	Y	$62,437.00
AG PIFER	Y	Y	Y	Y	$62,650.00

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

Tabulated by: Rob Hart
Purchasing

Opened by: Lane Carter
Engineering

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	May 5, 2026	**Item No**	7.G.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Volusia County Schools SRO Agreement		
Recommended Action	Staff recommends approval of the contract renewal with VCS for a School Resource Officer at Ormond Beach Middle School.		
Strategic Goal	Public Safety — Other		
Department Staff Contact	Police Department Jesse Godfrey, Police Chief		

Summary

This is a request for approval of the second of 4 one-year renewals of the agreement with the Volusia County School Board (VCS) regarding shared funding of the salary and benefits of a School Resource Officer (SRO) position at Ormond Beach Middle School (OBMS).

In 2017, a Memorandum of Understanding (MOU) was established between the City and VCS, wherein the City agreed to staff the SRO position at OBMS using a Community Oriented Policing Services (COPS) grant. This grant provided funding for 3 years. As stipulated in the MOU, upon the grant's expiration, the City and VCS negotiated and executed a new agreement on August 20, 2019, Resolution 2019-151, with shared funding between VCS and the City for the SRO position. When the contract expired at the conclusion of the 2023-2024 school year, the current contract between the City and VCS was executed on August 27, 2024, for a period of one year with 4 one-year renewals.

The SRO plays a crucial role in enhancing the safety and well-being of both OBMS and the broader community. The services provided by the Police Department through the SRO ensure continuity and a dedicated presence in the school, facilitating real-time identification and reporting of student issues.

SRO Benefits for Students:

- Safety & Security: Ensures a safe learning environment, deters violence, bullying, and misconduct, and allows students to focus on their education without fear.

- Positive Role Model: Serves as a trusted figure, demonstrates positive behavior, ethical decision-making, and respect for the law, thus exemplifying good citizenship.
- Support & Mentorship: Act as mentors/counselors, providing advice, guidance, and support to students facing personal or academic challenges.
- Educational Resource: Participates in classroom activities, helping students understand the consequences of their actions and fostering respect for the legal system.
- Conflict Resolution: Trained in conflict resolution, can mediate disputes between students, resolving issues peacefully and constructively.

SRO Benefits for the Police Department:

- Efficient Handling of Issues: Many discipline and minor criminal issues can be addressed immediately, reducing the need for external police intervention. This efficiency allows the Police Department to allocate resources effectively.
- Relationship Building: Helps build positive relationships between the Police Department and the community. Students and staff see police officers as approachable and helpful, fostering trust and cooperation.
- Early Intervention: Can identify/address issues before they escalate into serious problems, allowing for early intervention strategies and prevent future criminal behavior.
- Consistent Presence: Having a consistent officer in the school creates stability. They become familiar with the students, staff, and the specific dynamics of the school, allowing for more personalized and effective policing.

Importance of Continuity:

- Trust & Familiarity: When a single SRO serves a school over an extended period, they build strong relationships with the student population. This continuity fosters trust and makes students more likely to seek help and confide in the officer.
- Understanding Student Needs: A continuous presence allows the SRO to understand the unique needs and challenges of the student body. This knowledge helps provide tailored support and intervention.
- Role Model & Positive Interaction: Consistent interaction with a single officer helps students view the police positively. The regular presence breaks down stereotypes and builds a bridge between young people and law enforcement.
- Community Cohesion: A familiar SRO becomes an integral part of the school community, participating in events, activities, and day-to-day school life. This strengthens the bond between the school and the police department.

Financial Impact

The agreement with VCS assists in offsetting the cost of the SRO. The City and VCS have agreed to equally share the cost of the SRO's salary and benefits, which would be adjusted annually to reflect changes in salaries and benefit costs. The current financial details are as follows:

- Hourly rate, including benefits - $51.93
- Billable Hours (8 hrs per day x 181 days) - 1,448
- Total Cost - $75,194.64 (50% of Cost - $37,597.32)

A review of other cities within VCS*, where secondary schools are located, was conducted to determine the fees/percentage of their assigned SRO(s) salaries paid by the municipality and VCS. All are paid 50% by the municipality and 50% paid by Volusia County Schools.

- Ormond Beach
- Daytona Beach
- Deland
- Orange City
- New Smyrna Beach
- South Daytona
- Port Orange

*Figures were confirmed on March 25, 2026

Citizen Impact

An SRO is a sworn police officer responsible for preventing crime and responding to emergency situations on the school campus. They serve as a community liaison and mentor to students.

Attachments

1. 26-63 School Resource Officer w-VCSB Renewal (P25-0062G)
2. SRO Amendment 001 4-27-26
3. Fully Executed SRO Ormond Beach For FY 2025-2026
4. 24-106 Interlocal VC SRO (P24-0066G) (2)

RESOLUTION NO. 2026-63

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE SCHOOL BOARD OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2024-106, the City and the School Board of Volusia County entered into a School Resource Officer Agreement with an effective date of July 1, 2024, and

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

WHEREAS, by Resolution 2025-98, the City and the School Board of Volusia County exercised the first renewal option for the period July 1, 2025 through June 30, 2026, and

WHEREAS, the City's professional staff recommends that the City exercise the second renewal option for the period July 1, 2026 through June 30, 2027, and

WHEREAS, the City Commission concurs with the said recommendation, and finds that renewing the School Resource Officer Agreement with the School Board of Volusia County is in the best interest of the health, welfare and safety of the general public, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Contract Renewal for a one-year renewal of the School Resource Officer Agreement with the School Board of Volusia County. A copy of said Contract Renewal is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 5th day of May, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

CITY OF ORMOND BEACH
SRO CONTRACT AMENDMENT 001

This Agreement is made this _____day of _____2026, between the **CITY OF ORMOND BEACH**, a Florida municipal corporation with a mailing address of 22 S. Beach Street, Ormond Beach, Florida 32174 (hereinafter the "City") and the **SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA** with a mailing address of Post Office Box 2118, DeLand, Florida 32721- 2118 (hereinafter the "School Board").

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (FY 2024-2029), executed by both parties on August 27, 2024 (hereinafter the "SRO Contract"); and first renewal, known as Resolution No. 2025-98, dated July 22, 2025; and;

WHEREAS, Section 1 of the SRO Contract stated the term would be five (5) years) with one (1) base year with four (4), one (1) year renewal options, upon mutual agreement; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one (1) additional year (FY 2026-2027) amend the SRO Contract as set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **Section 1, Term** of Agreement shall be amended to: The term of this Agreement is five (5) years with one (1) base year and four (4), one (1) year renewal options starting on July 1, 2024, and ending June 30, 2029, for a total of five (5) years. The second year of the five (5) year term has been completed, and the parties have agreed to renew the contract for one (1) year which leaves two (2) additional renewal options remaining. Automatic renewals are not part of this Agreement, and any renewal must be mutually agreed upon by both parties in writing.

2. **Section 9, Compensation and Payment** of the Agreement is hereby amended to change the hourly rate of the SRO from $37.45 to $51.93 per hour, changing the total agreement price to $37,597.32 (50% of the total billable amount of $75,194.64).

3. Except as herein expressly modified, the Agreement for SRO Contract approved on August 27, 2024, and July 22, 2025, shall otherwise remain in full force and effect, subject the terms and conditions therein.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By:_____
Name: Jesse Godfrey
Title: Police Chief
Date:_____

THE CITY OF ORMOND BEACH

By:_____
Name: Joyce A. Shanahan
Title: City Manager
Date: _____

By:_____
Name: Jason Leslie
Title: Mayor
Date: _____

ATTEST:

By: _____
Name: Carmen Balgobin
Title: Superintendent of Schools
Date: _____

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Ruben Colón
Title: School Board Chair
Date: _____

Reviewed for legal sufficiency for reliance only by the District

By: _____
Name: Gilbert Evans, J.D., Ph. D.
Title: General Counsel
Date: 4-23-26

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Aug 12, 2025 - Agenda - 4:30 PM Consent Session - The School Board of Volusia County, Florida
Category	7. Consent-Financial Services-Procurement
Subject	7.08 Contract Renewal of School Resource Officer Agreement with the City of Ormond Beach
Access	Public
Type	Action (Consent)
Preferred Date	Aug 12, 2025
Absolute Date	Aug 12, 2025
Fiscal Impact	Yes
Dollar Amount	27,113.80
Budgeted	Yes
Budget Source	General Fund: Safe Schools Allocation - Project 10860
Recommended Action	The superintendent recommends approval of the renewal of the School Resource Officer Agreement with the City of Ormond Beach.

Public Content

BACKGROUND:
Requesting the approval to renew the School Resource Officer Agreement (SRO) with the City of Ormond Beach to provide services totaling 1,448 billable hours for 181 days during Fiscal Year 2025 - 2026. There are no changes to the Agreement, and all terms and conditions as approved at the August 27, 2024, Board meeting shall remain in full force and effect. The district will continue to pay 50% of the cost for one (1) officer, with the remaining 50% paid by the City of Ormond Beach.

TERM:
July 01, 2025 through June 30, 2026 (Year 2 of 5, with three (3) renewal periods remaining).

SUPPLIER:
City of Ormond Beach (Ormond Beach Police Department)

REQUESTED BY:
Mr. John Cash, Chief of Staff

SUBMITTED BY:
Ms. Enid Kunce, Director of Procurement

8-12-2025 Board SRO Agreement Renewal for City of Ormond Beach.pdf (7,350 KB)

Administrative Content

Executive Content

CITY OF ORMOND BEACH
SRO CONTRACT RENEWAL

This Agreement is made this 22 day of July 2025, between the **CITY OF ORMOND BEACH**, a Florida municipal corporation with a mailing address of 22 S. Beach Street, Ormond Beach, Florida 32174 (hereinafter the "City") and the **SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA** with a mailing address of Post Office Box 2118, DeLand, Florida 32721- 2118 (hereinafter the "School Board").

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (FY 2024-2029), executed by both parties on August 27, 2024 (hereinafter the "SRO Contract"); and

WHEREAS, Section 1 of the SRO Contract stated the term would be one (1) base year with four (4), one (1) year renewal options, upon mutual agreement; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one (1) additional year (FY 2025-2026), with all other provisions of the SRO Agreement remaining unchanged;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **Section 1, Term** of Agreement shall be amended to: The term of this Agreement is five (5) years with one (1) base year and four (4), one (1) year renewal options starting on July 1, 2024, and ending June 30, 2029, for a total of five (5) years. The first year of the five (5) year term has been completed, and the parties have agreed to renew the contract for one (1) year which leaves three (3) additional renewal options remaining. Automatic renewals are not part of this Agreement, and any renewal must be mutually agreed upon by both parties in writing.

2. Except as herein expressly modified, the Agreement for SRO Contract approved on August 27, 2024, shall otherwise remain in full force and effect, subject to all terms and conditions therein.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By: _____
Name: Mr. Jesse Godfrey
Title: Police Chief
Date: 7/24/2025

THE CITY OF ORMOND BEACH

By: _____
Name: Ms. Joyce A. Shanahan
Title: City Manager
Date: July 22, 2025

By: _____
Name: Mr. Jason Leslie
Title: Mayor
Date: July 22, 2025

ATTEST:

By: _____
Name: Dr. Carmen Balgobin
Title: Superintendent of Schools
Date: August 12, 2025

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Ms. Jamie Haynes
Title: School Board Chair
Date: August 12, 2025

Reviewed for legal sufficiency for reliance only by the District

By: _____
Name: Gilbert Evans, J.D., Ph. D.
Title: General Counsel
Date: 8/5/25

RESOLUTION NO. 2025-98

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE SCHOOL BOARD OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2024-106, the City and the School Board of Volusia County entered into a School Resource Officer Agreement with an effective date of July 1, 2024, and

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

WHEREAS, the City's professional staff recommends that the City exercise the first renewal option for the period July 1, 2025 through June 20, 2026, and

WHEREAS, the City Commission concurs with the said recommendation, and finds that renewing the School Resource Officer Agreement with the School Board of Volusia County is in the best interest of the health, welfare and safety of the general public, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Contract Renewal for a one-year renewal of the School Resource Officer Agreement with the School Board of Volusia County. A copy of said Contract Renewal is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 22nd day of July, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2025\07-22-25\25-98 School Resource Officer w-VCSB Renewal (P25-0062G).docx

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Aug 27, 2024 - Agenda - 4:30 PM Regular Session - The School Board of Volusia County, Florida
Category	11. Consent-Financial Services-Procurement
Subject	11.14 School Resource Officer (SRO) Agreement with the City of Ormond Beach
Access	Public
Type	Action (Consent)
Preferred Date	Aug 27, 2024
Absolute Date	Aug 27, 2024
Fiscal Impact	Yes
Dollar Amount	27,113.80
Budgeted	Yes
Budget Source	Safe Schools Allocation - Project 10860 and FEFP Distributions
Recommended Action	The superintendent recommends approval of the School Resource Officer Agreement with the City of Ormond Beach.

Public Content

BACKGROUND:
The purpose of this agreement is to comply with legislation (SB 7026 and SB 7030), mandating armed safe-school officers at district schools; to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state, and federal laws, and to have a School Resource Officer available for presentations to the students, faculty, and parents concerning law enforcement and various subjects related to the law. The School Resource Officer will, at all times, maintain a highly visible uniformed presence while on duty at school sites.

The City of Ormond Beach agrees to provide one (1) School Resource Officer from the City of Ormond Beach Police Department. The term of the Agreement is five (5) years with one (1) base year and four (4) one (1) year renewal options starting July 01, 2024, through June 30, 2029. The district will pay 50% of the cost for one (1) officer, with the remaining 50% paid by the City of Ormond Beach. The School Resource Officers will be assigned to Ormond Beach Middle School and will support ongoing efforts for a safe school environment.

TERM:
July 01, 2024 through June 30, 2025 (year 1 of 5, with four renewal periods remaining).

SUPPLIER:
City of Ormond Beach (Ormond Beach Police Department)

REQUESTED BY:
Ms. Patricia Corr, Chief Operating Officer

SUBMITTED BY:
Ms. Enid Kunce, Director of Procurement

8-27-2024 Board SRO Agreement City of Ormond Beach.pdf (1,381 KB)

Administrative Content

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Anita Burnette, second by Carl Persis.
Final Resolution: Motion Carries
Yea: Carl Persis, Jamie Haynes, Ruben Colon, Anita Burnette, Jessica Thompson

AGREEMENT TITLE: School Resource Officer Agreement Between Volusia County School Board and the City of Ormond Beach SCHOOL DISTRICT OF VOLUSIA COUNTY
BOARD DATE: August 27, 2024

CONTRACT AGREEMENT				
NAME OF AGREEMENT	**EST. ANNUAL EXPENDITURE**	**CONTRACT PERIOD**	**AWARDED VENDOR(S)**	**ADDITIONAL INFORMATION**
School Resource Officer Agreement Between Volusia County School Board and the City of Ormond Beach	$27,113.80	07/01/2024 - 06/30/2025	CITY OF ORMOND BEACH	The proposed contract will be utilized for the School Resource Officer in the District to foster better relations between students and law enforcement personnel. In addition, this contract will provide as a means to deter crime, provide safety and security to students, faculty, and parents on or about school premises by the presence of a Law Enforcement Officer. This is the base year of the contract, which includes four (4) renewal options.

VOLUSIA COUNTY SCHOOL BOARD AND THE CITY OF ORMOND BEACH
SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into between the School Board of Volusia County, hereinafter referred to as **"School Board"** and the City of Ormond Beach, hereinafter referred to as **"City"**.

RECITALS

WHEREAS, the parties want to enter into an Agreement for the performance of law enforcement functions provided by a School Resource Officer hereinafter described; and

WHEREAS, the City agreeable to provide personnel to perform the duties and responsibilities of a School Resource Officer; as described herein; and

WHEREAS, the School Board agrees to compensate the City for School Resource Officer (SRO) Program costs; and

WHEREAS, the Cityagrees to receive monies from the School Board and to budget such monies to the City Police Department for services rendered to the School Board; and to budget one (1) School Resource Officer to be split funded by the School Board at fifty percent (50%) and the City at fifty percent (50%); and

WHEREAS, the parties have approved the School Resource Officer Program as a viable program and their approval is not construed as a permanent obligation;

WHEREAS, § 1002.22(2) and § 1002.221, Florida Statutes, provide that education records created, maintained or used by public educational institutions and agencies shall be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the implementing regulations issues pursuant thereto; and § 1002.221 permits a public school, center, institution, or other entity that is part of Florida's education system to release a student's education records without written consent of the student or parent to parties to an interagency agreement; and

WHEREAS, the Uninterrupted Scholars Act (USA), 20 USC 1221, amending FERPA, permits access to a student's records by an agency caseworker or other representative of a child, who has the right to access a student's case plan, when such agency is legally responsible in accordance with state law for the care and protection of the student, provided that the student records or information will not be disclosed by such agency except to address the student's

education needs in accordance with the law; and

WHEREAS, Title 34 CFR §99.31(a)(5)(i)(B) and §99.38(a) and (b) permit an educational agency or institution to disclose personally identifiable information from an education record of a student without written consent of the parent or eligible student if the disclosure is to state and local officials or authorities to whom this information is specifically allowed to be reported or disclosed pursuant to a state statute adopted after November 19, 1974, and concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released; and

WHEREAS, §985.04(1), F.S., requires the sheriff, chiefs of police and district school superintendent in each county to enter into an interagency agreement for the purpose of sharing information about juvenile offenders among all parties, to specify the conditions under which summary criminal history information is to be made available to appropriate school personnel, to specify the conditions under which school records are to be made available to appropriate departmental personnel, and to provide for notification to any classroom teacher of assignment to the teacher's classroom of a juvenile who has been placed in a probation or commitment program for a felony offense; and

WHEREAS, §1003.53(6), F.S., addresses the exchange of information and/or coordination of services between school districts, and with social service, law enforcement, prosecutorial and juvenile justice agencies and juvenile assessment centers in the school district; and

WHEREAS, §1006.13 (4)(a), (b) and (c), F.S., requires each district school board to enter into agreements with the county sheriff's office and local police departments specifying guidelines for ensuring that acts that pose a serious threat to school safety, whether committed by a student or adult, are reported to a law enforcement agency, and addressing the role of school resource officers, if applicable, in handling reported incidents, circumstances in which school officials may handle incidents without filing a report with a law enforcement agency, and a procedure for ensuring that school personnel properly report appropriate delinquent acts and crimes; while creating zero tolerance policies that do not require the reporting of petty acts of misconduct and misdemeanors to law enforcement agencies;

WHEREAS, pursuant to §768.28, F.S., neither the School Board or the City waive any defense of sovereign immunity or increase of the limits of its liability upon entering into this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the mutual understandings and covenants set forth herein, and other specific considerations, the parties agree as follows:

1. **Term.** The term of this Agreement is for five (5) years with one base year and four (4) one (1) year renewal options starting from July 1, 2024 through June 30, 2029, for a total of five (5) years. The performance period beginning at the date outlined by the parties, unless earlier terminated as provided herein. The Agreement does not contain provisions for automatic renewal; any renewal option must be mutually agreed upon by both parties and approved in writing.

2. **Purpose.** The purpose of this Agreement is to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state and federal laws, and to have a School Resource Officer available for presentations to the students, faculty and parents concerning law enforcement and various subjects related to the law. The School Resource Officer shall maintain a highly visible uniformed presence while on duty at the school sites.

3. **Termination.** This Agreement may be terminated by any party at any time, with or without cause, upon not less than sixty (60) days written notice delivered by Certified Mail, Return Receipt Requested, or in person to the other party; or, otherwise terminated upon any other manner approved in writing by both parties to this Agreement.

4. **Services.**

(a) The City agrees to provide the School Board one (1) full time School Resource Officer, eight (8) hours per day for one hundred eighty-one (181) school contract days, excluding summer school for the compensation described in Paragraph 9 herein. Daily hours for School Resource Officer is primarily 9:00 a.m. to 5:00 p.m. Monday through Friday at the Ormond Beach Middle School. The City will make every effort to have the School Resource Officer position filled at the beginning of the school year and throughout the term of this Agreement, dependent upon staffing availability.

(b) It is agreed that there are occasions when it is not possible to staff a particular school with a School Resource Officer. This may be due to medical reasons, extended training assignments or termination resulting in a position vacancy. It is

also agreed that, whereupon it is determined that filling a temporary School Resource Officer vacancy is critical to maintaining the safe and orderly environment of the school, a School Resource Officer from another location may be reassigned by the City in part or total to fill the vacancy until a replacement can be found.

(c) It is agreed that there are occasions when it is necessary for the School Resource Officer to work in excess of their normal duty assignment, such as providing security details for graduation ceremonies. It is agreed by the City that inclusive of this Agreement there will be a maximum of twenty (20) hours of overtime hours authorized per School Resource Officer during the term of the Agreement. The decision regarding the accumulation of this overtime allocation will be at the discretion of the School Board representative, the principal of the effected school and the City's Police Chief's representative. Advanced approval from the School Board representative will be required for a School Resource Officer to earn overtime. The overtime allocation described herein shall be applicable and consistent with the School Resource Officer's daily responsibilities and/or for after school activities which by mutual agreement may be outside the scope of the School Resource Officer's daily activities performed at his/her assigned school. Such outside detail activities and any hours in excess of the twenty (20) hours prescribed herein will be billed to the School Board at the rate of $45.00 per hour for services provided by the School Resource Officer assigned to Ormond Beach Middle School . All overtime costs shall be funded one hundred (100%) by the school.

(d) The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the school administrators, unless the violation or misbehavior involves criminal conduct. The School District encourages the use of Civil Citations for eligible students. The school district utilizes the Incident Command structure with established Emergency Operations Plans when responding to an all hazards approach to emergency management.

(e) The City shall develop and expand crime prevention efforts for students and shall serve as a liaison between the school and other first responders, investigative units

and/or juvenile justice authorities when necessary and consistent with applicable civil rights and privacy laws. The School Resource Officer shall be part of the School Multidiscipline School Safety and Security team and shall assist in school responses to emergency issues to include referring students to professional services both within and outside the School Board.

(f) The School Board will share information on an as needed basis to the School Resource Officer to ensure resolution on open investigations being conducted by the School Resource Officer. All Federal privacy laws, including Family Educational Rights and Privacy laws, HIPAA and FERPA, will be followed.

(g) The School Resource Officer will follow the City's Police Department's Chain of Command structure or command staff as designated by the City's Chief of Police.

(h) The City agrees to ensure that all School Resource Officer(s) assigned under the terms of this Agreement will be available for, and participate in VCS trainings related to the role of law enforcement on campus and working with students with disabilities. VCS required School Safety Officer trainings applicable to School Resource Officer(s) include: "Understanding Autism: SRO/SRD/Guardians" and "Serving Students with Disabilities: SRO/SRD/Guardians" and "Threat Management Training: SROs/SRDs". VCS shall provide at its expense all school-based trainings for serving students with disabilities. School Resource Officers shall participate in said school-based trainings before interacting with students on campus, or in extreme circumstances within 30-days of appointment."

5. **Other Considerations.** The City Commission, it's Police Chief and the School Board recognize that opportunities may materialize whereby it is in the best interest of City and County taxpayers to modify this Agreement for considerations outside the scope of the School Resource Officer Program.

6. **Cooperation.**

(a) It is agreed that the City shall have all reasonable and necessary cooperation and assistance from the School Board, its officers, agents, and employees so as to facilitate the performance of this Agreement.

(b) It is agreed that the School Board shall have all reasonable and necessary cooperation and assistance from the City, it's officers, agents, and employees so as

to facilitate the performance of this Agreement.

(c) Although School Resource Officers have an assigned school site, they are subject to temporary relocation on an as-needed basis with the concurrence of the District Superintendent or designee, and the Chief of Police or designee.

7. **Personnel/Equipment.** It is understood that any personnel assigned to perform the duties under the terms and conditions of this Agreement are functioning at all times as a member of the City of Ormond Beach Police Department and are subject to City's department supervision and rules and regulation. In addition, all equipment purchased and utilized by the City in performance of this Agreement is and shall remain the property of City of Ormond Beach unless otherwise specified within this Agreement. The School Board shall provide the School Resource Officer with office space to include a desk, phone, computer, and two-way radio utilized by the school site safety and security team members. Access to programs utilized by the school district shall be provided to ensure the sharing of critical information and comply with all laws, rules, and regulations to include HIPAA and FERPA.

8. **Off Campus Activities.** It is recognized that during the course of the school year, the School Resource Officer may be required to attend meetings and training that support their professional certification and/or the School Resource Officer Program. Where possible, training will take place when school is not in session. A School Resource Officer may not elect to participate in additional training activities or other non-mandatory events that take them away from the campus without the approval of the school principal and the Police Chief's representatives. In these cases, the time away from the school will be deducted from the monthly billing.

9. **Compensations and Payment.** The School Board hereby agrees to share to compensate the City at a rate of fifty percent (50%) for all services provided herein at the established rate of $37.45 per billable hour. The total Agreement price for the specified term shall be $27,113.80 numerated as follows:

Hourly Rate:	$37.45
Billable Hours:	1,448

One (1) SRO at 8 hours, 181 days	$54,227.60
Total Billable	$54,227.60
Total Agreement Price	**$27,113.80 (50% of total billable)**

(a) All payments from the School Board to the City provided herein, for the Base Year, and each renewal option year thereafter shall be subject to adjustment, upon written agreement by the parties, dependent upon changes to City's expenses to provide the services herein.

(b) Payment shall be made in ten (10) monthly payments by the School Board upon receipt of the City Billing invoice.

(c) Upon the completion of the agreement year, the City shall reconcile actual costs and remit to the School Board any monies due (i.e. vacancies,) or request an agreement modification to increase compensation if final costs exceed the amount budgeted. Monthly City employee time records will be submitted to the School Board Representative for payment processing. If the School Resource Officer is absent, the monthly billing will reflect the absence and the monthly billing will reflect a deduction of the hours not worked prior to the billing being sent to the School Board Representative for payment.

10. **Management Reports.** Any reports required under this Agreement shall be discussed and mutually agreed upon by both parties prior to implementation. The City of Ormond Beach shall be responsible for maintaining records related to training in accordance with HB 1473 (2024), Fla. Stat. §30.15 (2024).

11. **Reporting Crimes and Delinquent Acts.** The School Board and the City Police Department shall adhere to F.S. 1006.12 (School Resource Officer and School Safety Officers) and F.S. 1006.13 (Policy of zero tolerance for crime and victimization). Accordingly, it is agreed by the parties that school personnel will report to the School Resource Officer all delinquent acts and crimes occurring whenever students are under the jurisdiction of the school. If a School Resource Officer is not present or available, a report shall be provided to the appropriate law enforcement agency and a copy of such

report shall be provided to the School Resource Officer.

12. **Safeguarding The Confidentiality of Shared Student Records.** The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The parties further acknowledge that the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (H1PAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of students' individually identifiable health information ("PHI") and may be applicable to student records in certain circumstances. The student personally identifiable information ("PII") may be disclosed only in compliance with FERPA as it applies to the Parties and PHI may be disclosed only in compliance with HIPAA, where required by law. Pursuant to FERPA, the information provided by VCS shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement agrees to:

(a) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release. All shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(b) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements and the students' PHI in accordance with HIPAA's privacy requirements.

(c) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Interagency Agreement.

(d) To use the shared information to facilitate the collection and analysis of the data in order to track shared clients, better coordinate individual care, and address barriers and needs across systems to better serve the student. Specifically, by sharing

data the parties can identify barriers, leverage existing resources, and coordinate overall care to better serve the student.

(e) Ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed (1) background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and (2) A FERPA training webinar, which is available at the U.S. Department of Education, Privacy Technical Assistance Center website: http://www2.ed.gov/policy/gen/guid/ptac/index.html, http://ptac.ed.gov/ including, but not limited to, http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf

(f) Each party agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice.

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to VCS or disposed of in compliance with HIPAA and the applicable Florida Statutes.

13. **Indemnification.** Subject to the limitations contained in Fla. Stat. § 768.28, each party agrees to be responsible, to the extent permitted by law, for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing contained herein shall be construed to extend liability to the other party for any incidental, consequential, special, exemplary, or punitive damages, however caused under any theory of liability, whether in contract, strict liability, or tort including negligence or otherwise for any matter arising from or relating to the Agreement or the service terms provided herein. This section shall survive the termination of all performance or obligations under this Interagency Agreement and shall be fully binding until such time as any proceeding brought on account of this Interagency Agreement is barred by any applicable statute of limitations.

14. **Notice of Arrests and Citations.**

A. Arrest and Citation of Students or School Employees on School Grounds During Hours of School Operation

When a student or school employee is arrested or receive a citation on school

grounds during the time of normal school operation, notification of the arrest or citation will be provided to the building principal or designee on a confidential basis.

B. Arrest or Citation on Non-Students on School Ground

When a person other than an enrolled student or school employee is arrested or receives a citation on school property, the building principal or designee will be advised of the circumstances of the offense and the identity of the offender.

C. Arrests and Citations of Students or School Employee off School Grounds During Operating School Hours

Where a student or school employee is arrested off of school property during times of normal school operation or under circumstances which would lead the arresting or citing officer to believe that the person arrested is a student or a school employee, and that a school official is responsible for the care or custody of the student at the time of the incident or that the school employee is on duty, the officer shall, as soon as is practicable, provide notification of the incident to the building principal or designee of the school to which the student is enrolled or the school employee is employed.

D. Confidentiality of Information Provided to Building Principal

In all instances of building principal notifications described in Sections 4.01, 4.02, and 4.033, above, the principal or designee shall not disseminate the information received from the arresting or citing officer.

15. **General Conditions.**

A. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability subject to the limited waiver as codified in Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Interagency Agreement and shall be fully binding until such time as any proceeding brought on account of this Interagency Agreement is barred by any

applicable statute of limitations.

B. **Statement of Non-Discrimination.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Interagency Agreement.

C. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, School Board policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Interagency Agreement.

D. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal matters arising out of this Interagency Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventh Judicial Circuit of Volusia County, Florida.

E **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

F. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement.

G. **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way, define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

H. **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

I. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

J. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

K. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

16. **Entire Agreement.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently

in effect between the parties, relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provision of the Agreement shall be valid only when expressed in writing and duly signed by the parties.

17. **Notices.** Whenever any party desires to give notice unto the other, notice may be sent to:

For the School Board
School District of Volusia County
Office of the Superintendent
Post Office Box 2118
DeLand, FL 32721-2118

With Copy To
The General Counsel
School District of Volusia County
Post Office Box 2118
DeLand, FL 32721-2118

For the City of Ormond Beach
The City Manager
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

With Copy To
The Police Chief
Ormond Beach Police Department
170 West Granada Blvd
Ormond Beach, FL 32175

Any of the parties may change by written notice the addresses or persons for receipt of notice.

(a) **Appropriation Contingency.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal· year is subject to the appropriation and availability of funds in accordance with Chapter 287.0582, Florida Statutes. Anytime funds are not appropriated for the services provided or to be provided under this Agreement, this Agreement shall be caused to automatically terminate as of the first day following the last month so funded.

(b) **Agreements With Other Agencies:** If the School Board executes an Agreement between the School Board and another municipality within the school district for the provision of the same or substantially the same services, terms and conditions provided in this Agreement and that Agreement provides more favorable cost share split than that which is set forth in paragraph 9 (a) above, the School Board shall increase the City's percentage split so as to be equal to that which is provided to the other municipality.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three (3) counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By: _____
Name: Mr. Jesse Godfrey
Title: Police Chief
Date: July 23, 2024

THE CITY OF ORMOND BEACH

By: _____
Name: Ms. Joyce A. Shanahan
Title: City Manager
Date: July 23, 2024

By: _____
Name: Mr. Bill Partington
Title: Mayor
Date: July 23, 2024

ATTEST:

By: _____
Name: Dr. Carmen J. Balgobin
Title: Superintendent of Schools
Date: August 27, 2024

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Ms. Jamie M. Haynes
Title: Chairman
Date: August 27, 2024

Reviewed for legal sufficiency for reliance only by the District

By: _____ Erin Harrigan 050812
Name: ~~Mr. Kevin W. Pendley~~
Title: General Counsel
Date: August 27, 2024

RESOLUTION NO. 2024-106

A RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF VOLUSIA COUNTY AND THE CITY OF ORMOND BEACH FOR THE JOINT FUNDING OF A SCHOOL RESOURCE OFFICER POSITION AT THE ORMOND BEACH MIDDLE SCHOOL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Florida Interlocal Cooperation Act of 1969, *Section 163.01, Florida Statutes*, authorizes any public agency of the State of Florida to exercise jointly with any other public agency, any power, privilege, or authority which said agencies share in common and which each may exercise separately, and

WHEREAS, the provision of such power, privilege, or authority includes the provision of services and the use, operation and maintenance of real and personal property, and

WHEREAS, the execution of an Interlocal Agreement with the School Board of Volusia County regarding the joint funding of a school resource officer at the Ormond Beach Middle School will benefit the health, safety, and welfare of the citizens (a copy of said Agreement is attached hereto and incorporated herein by reference), and,

WHEREAS, the annual compensation for the school resource officer is $54,227,60, and

WHEREAS, the City and the School Board of Volusia County have agreed to equally share the cost of the school resource officer's compensation, and

WHEREAS, the City Manager has certified that $27,113.80 to cover the city's portion of the compensation has been appropriated to the General Fund and is not appropriated for any other purpose, now therefore,

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

SECTION ONE. The City Commission hereby authorizes and directs the Mayor and the City Manager to execute an Interlocal Agreement with the School Board of Volusia County regarding the joint funding of a school resource officer at the Ormond Beach Middle School and to pay the cost therefor from the General Fund.

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

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

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach.dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2024\07-23-24\24-106 Interlocal VC SRO (P24-00666).doc

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	May 5, 2026	**Item No**	7.H.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	Auto Renewal - Debris Removal Contract		
Recommended Action	Staff recommends approval of the renewal of the Crowder-Gulf Debris Removal Contract to ensure the safety of the City in the event of a declared emergency.		
Strategic Goal	Governance - Other		
Department Staff Contact	Public Works Shawn Finley, Assistant City Manager		

Summary

In May 2021, the City advertised a Request for Proposals #2021-17 seeking qualified vendors to provide post-storm Debris Removal, Reduction, and Recovery. Of the 10 respondents, 4 service providers were selected. On September 8, 2021, the Commission executed contracts with the following 4 providers (Resolution 2021-143):

- CrowderGulf
- Ceres Environmental
- DRC Emergency Services
- Aftermath Disaster Recovery

CrowderGulf has been the primary provider of these services since their selection, including in response to Hurricane Milton in 2024.

The initial term of the agreement is 3 years, with the option for 2 additional one-year renewals. This would be the second and final one-year renewal.

If the City agrees to renew, the contract will continue under the same terms and conditions until September 7, 2026. An item will be brought to the commission at a later date advertising for requests for proposals for for debris haulers to serve the City following the expiration of this contract extension.

Financial Impact

There is no financial impact unless the services of Crowder-Gulf are utilized in the event of a declared emergency.

Citizen Impact

It is imperative to have contracted emergency debris removal services available to the City and residents.

Attachments

1. CrowderGulf Renewal
2. DISPOSITION ITEM - RFP FOR DEBRIS REMOVAL, REDUCTION AND RECOVERY FOR THE CITY OF ORMOND BEACH (6H)
3. Ormond Beach(City), FL Ins Cert

CROWDER GULF

ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

May 27, 2025

Ms. Kelly McGuire, Director
Department of Finance
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

via email: Kelly.Mcguire@ormondbeach.org

Re: Contract Renewal for Debris Removal, Reduction & Disposal, RFP #2021-17

Dear Ms. McGuire:

CrowderGulf has been providing the City of Ormond Beach, Debris Removal, Reduction & Disposal per the contract approved on September 08, 2021. The term of the Agreement shall commence on the Effective Date or when fully executed by all parties and shall have an initial term of three (3) years from the Effective Date followed by two (2) one-year renewal terms as approved by the City, at the same terms and conditions by giving the Contractor written notice prior to the expiration of the previous term. This will be the second renewal option for the City.

If the City of Ormond Beach is in agreement to renew the existing contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of September 07, 2026.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of the City of Ormond Beach requests our services. If you have any questions or if we can be of any further assistance, please do not hesitate to contact me at the Disaster Administration Office (DAO) at 800-992-6207 or by e-mail to jramsay@crowdergulf.com.

Best regards,

Ashley Ramsay-Naile

Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – City of Ormond Beach, FL

_____
Signature

_____
Name/Title

_____
Date

CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kevin Gray, Deputy Public Works Director

Date: May 18, 2021

Subject: RFP for Debris Removal, Reduction, and Recovery for the City of Ormond Beach

Commission Goal: N/A

Introduction

This disposition item provides public notice of staff's intention to advertise a Request for Proposals (RFP) for debris removal, reduction, and recovery services for the City of Ormond Beach, RFP Number 2021-17.

Background

In the event of a declared storm, and depending on its magnitude, the City of Ormond Beach Public Works Department may need assistance with post-storm debris removal activities. The current contractual agreement for debris removal, reduction and recovery contracts with DRC and Crowder Gulf are set to expire on September 9, 2021.

Discussion

For smaller single-storm events that do not reach the magnitude of severity resulting in the area being declared a federal disaster, Public Works staff will continue to provide the recovery and restoration services. However, for larger storms requiring outside assistance, staff intends to solicit competitive bids for the debris removal services.

Charges to the City under the terms of these agreements occur in the event of a disaster and only upon authorization to provide services by the City.

Budget Impact

In FY 2020-21, no costs will be associated with these contracts unless services are authorized. If costs are incurred, they will be expensed to the 460-Solid Waste Fund.

Citizen Impact

Prompt debris removal after a major storm will benefit the City and its residents by clearing roadways and reducing debris from entering storm drains and waterways.

Recommendation

The City intends to publicly advertise this project for competitive solicitation, unless otherwise directed by the City Commission.

Attachments:

- RFP 2021-17 Debris removal packet with e-verify, Exhibit A included (PDF)
- Exhibit B - FHWA Form 1273 (2012) (PDF)
- Exhibit C - Hazardous Stump Extraction and Removal Eligibility (PDF)
- Exhibit D - Project Specific Definitions (PDF)
- Exhibit E - FHWA Buy America (PDF)
- Exhibit F - Load Ticket OrmondBeach (PDF)
- Exhibit G - City Map with Zones (PDF)
- Exhibit H - FEMA Contract Provisions Template (PDF)

REVIEWED BY: Chris Byle, Assistant Finance Director 5/10/2021

Claire Whitley, Assistant City Manager 5/10/2021

APPROVED BY: Joyce A. Shanahan, City Manager 5/10/2021

City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Debris Removal, Reduction and Recovery for City of Ormond Beach

RFP NUMBER: 2021-17

RFP OPENING DATE & TIME: June 23, 2021 @ 2pm

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

PRE-SUBMITTAL MEETING: N/A

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

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to 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. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed

in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

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

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

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

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

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

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

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

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

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

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

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the

Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-0311
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The contract could be terminated at any time due to the vendor's default under terms of the 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 City of Ormond Beach (City) Public Works Department (PW) is establishing one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, the City seeks qualified Contractors with sufficient experience in the specialized management of disaster response labor and subcontractors for the purpose of debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. Consequently, qualified Contractors must have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes typical of a hurricane in addition to localized small-scale volumes typical of a tornado.

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the City and its debris monitoring firm(s) at no cost to the City.

II. SCOPE OF SERVICES

Description of Designated Areas

A. The designated area for debris removal (the City right-of-way) is bounded by the City limits of Ormond Beach and includes public property and Right-of-Ways (ROW), City parks and City debris staging areas within the incorporated areas of the City and may include private segments within the jurisdictional boundaries of the City (see Exhibit G). The City Debris Manager may also authorize the Contractor to perform debris removal on non-City roadways, waterways or other areas, as directed in writing by the City Debris Manager. If tasked with debris removal from Federal Aid Highway segments within Florida Department of Transportation, District 5 under the Federal Highway Administration (FHWA) Emergency Relief (ER) Program, the Contractor will be required to provide crews separate from those providing City ROW debris removal services. The crews allocated to provide debris removal from FHWA-ER eligible roadways will only collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements

and guidance set forth by FHWA for debris removal on FHWA-ER Program Eligible roadways to include those identified in Exhibit B – FHWA Form 1273.

B. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.

C. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.

D. Loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

E. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City Designated Final Disposal Site that have been approved to receive storm-generated debris and adhere to all local, state and federal regulations.

F. The City will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the City, the City may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the City. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use.

G. The Designated Final Disposal Site is the Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124. Additional City Designated Final Disposal Sites may be approved by the City in writing depending on the severity of the disaster and the amount of debris generated.

H. All City Designated Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the City Debris Manager.

I. Payment for disposal costs such as tipping fees incurred by the Contractor at a City Designated Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass-through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City Designated Final Disposal Site.

J. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

K. The City reserves the right to inspect DMS, verify quantities and review operations at any time.

L. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Scope of Services

All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Manager. Work shall also include the clearing and removing of any and all “Eligible” debris as most currently defined (at the time written Notice to Proceed orders are issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, Federal Highway Administration (FHWA) Emergency Relief (ER) Program to include those identified in Exhibit B – FHWA Form 1273 and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA or FHWA during the course of a debris removal project. The aforementioned definition of “Eligible” applies to all uses throughout this Scope of Services. Work will include: examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to City approved DMS(s) or City Designated Final Disposal Site(s); reducing disaster related debris; hauling

reduced debris to a City Designated Final Disposal Site; disposing of reduced debris at a City Designated Final Disposal Site or ORSWMF and supporting documentation. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled dumped or reimbursed under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed orders, unless otherwise directed by the City Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

At the request of the City this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's 70 hour limit through a written request. Clearance of these roadways will be performed as identified by the City Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. Eligible ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, Eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
b. Removal of Eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.

e. Entry onto private property for the removal of Eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
f. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

3. Eligible ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the City ROW to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
b. Removal of Eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
f. The Contractor must provide traffic control as conditions require or directed by the City Debris Manager.

4. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 6. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
j. Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.
m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through

soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

5. DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the City Debris Manager, Division of Forestry, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.
b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDEP guidelines.
c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s)
d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 7. Depending on the volume of HHW per DMS location, the City may choose

to collect and dispose of HHW segregated from disaster debris at DMS locations.

j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.
m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

6. Haul-Out of Reduced Debris to a City Designated Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D, mulch, etc., existing at a City approved DMS(s) to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City Designated Final Disposal Site.

7. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW. Debris generated from the removal of Eligible hazardous trees and Eligible hanging limbs two (2) inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of

services item 2. The City will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all Eligible hazardous leaning trees and Eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW then Contractor must load the resulting debris as Eligible hazardous leaning tree or Eligible hazardous hanging limbs as they are removed.

a. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for leaning or hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

    1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
    2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
    3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
    4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for hanging limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

    1. The limb is greater than two (2) inches in diameter.
    2. The limb is still hanging in a tree and threatening a public-use area.
    3. The limb is located on improved public property.

8. <u>Removal of Eligible Hazardous Stumps</u>

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and

twenty-four (24) inches or less in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item 2. The diameter of Eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Exhibit C – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

    1. Fifty percent (50%) or more of the root ball is exposed.
    2. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Exhibit C – FEMA DAP 9523.11). The City or its authorized representative will measure and certify all Eligible stumps prior to removal.

9. Eligible Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW from the ROW to a TSDF.

a. The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
b. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.

10. Eligible ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of Eligible white goods from the ROW, removal of refrigerants, transportation to a City approved

DMS, decontamination, and transportation to a City approved facility for recycling. The designated facility for recycling must be approved in writing by the City. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

    1. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

b. The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated City approved DMS for refrigerant removal by the Contractor's qualified technicians.

11. Eligible E-Scrap Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of Eligible E-Scrap from the ROW to a City Designated E-scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all Eligible E-Scrap Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

12. Eligible Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City Designated Final Disposal Site. Contractor shall coordinate activities with the City of Ormond Beach/Volusia County Animal Services Division and the Volusia County Health Department.

13. Other Debris Removal Work

a. Marine Debris Removal - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by

the City, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the City or its representative.

b. Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster as directed by the City, in writing. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS.

14. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
c. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

15. Eligible Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
c. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

Technical Specifications

Notice To Proceed Orders

The City Public Works Director or representative shall issue official written Notice to Proceed (NTP) orders for the services referenced in this contract. The NTP orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. If the Contractor's authorized representative is on site in the City then the NTP orders will be hand delivered. Under no circumstances shall the City be liable for any services rendered unless the written NTP orders have been

sent and received by the Contractor(s). Contractor(s) must acknowledge receipt of the NTP orders in writing to the City Public Works Director or representative.

Documentation Management and Support

The Contractor shall provide data management and support to the City during the disaster recovery effort including but not be limited to:

a. Assist the City in the preparation of FEMA and State reports for reimbursement, including training of agency/department employees and review of documentation prior to submittal.
b. Work closely with State Emergency Management, FEMA, and other agencies to ensure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
c. Utilize City tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and City reimbursement.
d. The Contractor shall conduct daily meetings with the City to provide updates on the status of operations, discuss issues/problems, and daily work schedules. The Contractor shall provide daily reports in a format approved by the City that detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done detailing the street names beginning and ending cross streets and address blocks and city limit lines when applicable where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The reports shall include issues requiring attention and other information requested by the City.
e. The Contractor shall maintain, in a approved and safe place at the site, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State reimbursement applications along with Written Amendments, Change Orders, Work Change Directives, Change Orders and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved samples, shall be available to the City for reference. Upon completion of the work, these record documents and samples shall be delivered to the City.

Mobilization/Response

Within twenty-four (24) hours of the City being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the City regarding potential contract activation. Within twelve (12) hours of being issued NTP orders from the City, the Contractor(s) shall mobilize equipment and resources in the City. Within twenty-four (24) hours of being issued NTP orders from the City, the Contractor(s) shall be prepared to begin debris removal operations as directed by the City Debris Manager. As part of the

Contractor's mobilization effort the Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the City.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

The City strongly encourages the use of local resources. The Contractor(s) shall perform at least 30% of the work with its own forces and give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers. A list of subcontractors will be required when activated and maintained current throughout the activation. The City reserves the right to approve all subcontractors and updates thereto. The preference for the use of local resources is not applicable to FHWA funded Emergency Relief projects.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City Debris Manager and/or City authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, City coordination and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the City Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will

be inspected by the City's authorized representatives prior to its use by the Contractor(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City Designated Final Disposal Site.
d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City Debris Manager.
f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the City Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

Rapid Response Crew

Contractor(s) shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City Debris Manager or the City's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall City recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during

daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis.

Production Rates For Debris

The Contractor commits to the following productions rates for debris removal:

a. Up to one hundred thousand (100,000) cubic yards 10 calendar days from Notice to Proceed (NTP).
b. Up to two hundred fifty thousand (250,000) cubic yards 15 calendar days from NTP.
c. Up to five hundred thousand (500,000) cubic yards 30 calendar days from NTP.
d. Up to one million (1,000,000) cubic yards 60 calendar days from NTP.
e. Greater than one million (1,000,000) cubic yards after 60 calendar days, two hundred fifty thousand (250,000) cubic yards every 15 calendar days thereafter.
f. The ability to be fully operational for the reduction and disposal of debris within 72-hours of initial NTP.
g. The ability to incinerate daily debris volumes within thirty (30) days on a first in, first out basis. Contractor shall use double air feed curtain, as directed to incinerate debris.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
b. The City may choose either to have the Contractor(s) make the necessary repairs or have the Contractor(s) pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility

company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.
b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.

Facilities at DMS Locations

The Contractor(s) shall provide as many portable toilets as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

Ownership of Debris

All debris residing in the City ROW and City provided DMS(s) shall be the property of the City until final disposal at a properly permitted disposal site.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
b. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes

are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

c. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
d. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
e. The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
f. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

Documentation and Measurement

a. Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal and state natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the City from the appropriate agency.
b. Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
c. All Contractor(s) trucks used for collection and hauling of Eligible debris from the City ROW to City approved DMSs or City Designated Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.
d. The Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
e. Pre-numbered load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the City will be authorized for use.

1. Each ticket shall be of a type that consists of one original and three carbon-copy duplicates.

2. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and City authorized representative name and signature. No payment will be made by the City for incomplete load or unit rate tickets submitted for payment.

3. Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket, keep one (1) copy and provide the three remaining copies to the vehicle operator. Upon arrival at the DMS or City Designated Final Disposal Site, the vehicle operator will present the three copies of the load ticket to the City authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the DMS or City Designated Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original copy, one (1) copy will be given back to the vehicle operator and the remaining one (1) copy will be provided to the Contractor.

4. Loads of processed (e.g., chipped) debris being hauled from a DMS to a City Designated Final Disposal Site will follow the same load ticket procedures. A City authorized representative will initiate the load ticket at the DMS. Another City authorized representative will validate and sign the ticket at the City Designated Final Disposal Site.

5. The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

Payment

a. The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City, or its authorized representative, will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.

b. Private property and FHWA-ER funded roadway debris removal operations will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type

(C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s).

c. Invoices shall be submitted to the City's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.

d. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.

e. No separate payment will be made for mobilization and demobilization operations or any travel per diem costs. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

f. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.

g. Payment for disposal cost incurred by the Contractor(s) at City Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the City Designated Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City Designated Final Disposal Site, and proof of Contractor payment to the City Designated Final Disposal Site.

h. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed Eligible by FEMA or FHWA, unless the City otherwise agrees in writing.

j. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein.

III. TERM OF AGREEMENT

The initial term of this Agreement shall be for three (3) years. The City shall have the option of renewing the Agreement for two (2) one-year renewals, as approved the City, at the same terms and conditions by giving Contractor written notice not less than thirty (30) days prior to the expiration of the initial term.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:
Comply with all requests contained within this RFP including compliance with all Exhibits.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background of firm:
   1. A brief history of the business
   2. Organizational structure of the business
   3. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida.
   4. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org
   5. Ownership interests
   6. Active business venues (counties, states, etc.)
   7. Present status and projected direction of business
   8. The overall qualifications of the business to provide the services requested
   9. The qualifications of the firm's employees who will work on the Contract
   10. Federal Identification Number of firm

B. Experience:
   1. The Proposer shall provide a listing of current contracts in the Florida. The Proposer shall include a graph or other information diagram or format indicating the allocated and available resources. Indicate commitment and availability of staff and resources to the City of Ormond Beach.
   2. Proposer(s) must list and provide required information from all current and past debris removal projects in excess of 1,000,000 cubic yards within the past seven (7) years. Failure to list and provide the required information from

any project the Proposer has managed in excess of 1,000,000 cubic yards within the past seven (7) years may result in proposal rejection. Required information from each project listed includes total cubic yards collected total dollar amount of each project and corresponding amount reimbursed to the applicant. The Proposer must also provide a contact person, telephone number, fax number and email address for each project.

3. Proposers must provide three (3) references of the same of similar magnitude to this solicitation request where the proposed product has been used within the past five (5) years, including company name, contact person, phone number, and email address.
4. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Investment Approach:

1. Proposer must provide list of assets that will be dedicated to this contract in the event of an emergency operations activation.

D. Fees:

1. In addition to providing a schedule of fees, all Proposers should indicate whether their firm charges an annual retainer for their services.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., June 23, 2021.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
Rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: The City of must receive one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, City Hall, down stairs in Room 101, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the Finance Director, Assistant Finance Director and the Public Works Director or their respective designees. The

committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;

- Limit and/or determine the actual contract services to be included in a contract.

- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right

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

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (30 points)
References (30 points)
Investment Strategy (30 points)
Price (10 points)

Responsive proposals will be ranked in each of the criteria

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

Exhibit A – Risk Management and Insurance Requirements
Exhibit B – FHWA Form 1273 (2012)
Exhibit C – Hazardous Stump Extraction and Removal Eligibility
Exhibit D – Project Specific Definitions
Exhibit E – Buy America
Exhibit F – Load Ticket
Exhibit G – City Map by Zone (1 – 4)
Exhibit H – Contract Provisions Template

EXHIBIT A

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

Registration Requirements

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

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: $25.00. For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

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

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

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise

determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

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

j. Pollution Liability (if applicable)

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

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

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

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

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

(c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	Limits (not less than)

0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

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

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

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

D. Requirements for Certificates of Insurance

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

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

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

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

E. Policies of Insurance

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

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

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

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

City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)

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 WILL RESULT IN REJECTION OF YOUR PROPOSAL.

City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

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

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

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

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

Company Name

Authorized Signature

Print Name

Title

City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)

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

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. 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 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 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.d. 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 paragraph 1.b. 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 be easily seen by the workers.

b.(1) 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:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) 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, Employment Standards Administration, 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.

(3) 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 Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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.

d. 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 contracting agency 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 contracting agency may, after written notice to the contractor, 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

a. 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 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.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. 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 http://www.dol.gov/esa/whd/forms/wh347instr.htm 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 contracting agency for transmission to the State DOT, the FHWA 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 contracting agency..

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or 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;

(iii) 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.

(3) 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.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL).

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.

b. Trainees (programs of the USDOL).

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 which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who 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.

c. 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.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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 Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics 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 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 section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 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 section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FEMA
DISASTER ASSISTANCE POLICY

1. TITLE: Hazardous Stump Extraction and Removal Eligibility

II. DATE: MAY 1 5 2007

Ill. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all persoiiDel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground), with the consensus of the Applicant and the State, and is approved in

advance by FEMA, using the attached Hazardous Stump Worksheet.

1. **If** it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.

3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit: organization). In such instances, applicants do not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.

4. **If** an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present dlocumentation to FEMA in advance for consideration.

5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.

6. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Applicant must provide a cost analysis showing cost effectiveness.

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policy Number 9523.11, Hazard Stump Removal and Extraction Eligibility dated May 6, 2006.

X. **REVIEW DATE:** Three years from the date of publication.

Davi arratt
Dav ing Assistant Administrator
Act Disaster Assistance Directorate

Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available) _____ Signature: _____

State Representative (if available): _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No	CY	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Exhibit C

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31”

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

EXHIBIT D

Project Specific Terms and Definitions

1. ***ACM –*** Asbestos Containing Material
2. ***Authorized Representative*** – City employees and/or contracted individuals designated by the City or City Debris Manager.
3. ***Intentionally left blank***
4. ***CEI –*** Construction Engineering & Inspection
5. ***CFR*** – Code of Federal Regulations
6. ***Chipping or Mulching -*** The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. ***Cleanup Crew*** – A group of individuals and/or an individual working for the disaster debris collection contractor collecting disaster debris.
8. ***Construction and Demolition Debris (C&D)*** – See Eligible Constructions and Demolition Debris
9. ***County*** – Volusia County, Florida
10. ***City Debris Manager*** – The City will designate a City Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.
11. ***City Designated Final Disposal Site*** – Tomoka Farms Road Landfill located at 1990 Tomoka Farms Road, Port Orange, FL 32124 or other final disposal sites or end users as designated and approved in writing by the City.
12. ***WVTS*** – West Volusia Transfer Station operated by the Volusia County Solid Waste Division located at 3151 East State Road 44, DeLand, FL 32724.
13. ***Debris*** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.
14. ***Debris Clearance*** – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
15. ***Debris Management Site*** **(DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).
16. ***Debris Monitoring*** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

17. ***Debris Removal*** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

18. ***Debris Removal Contractor*** – Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

19. ***Demobilization*** – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.

20. ***Demolition*** – The act or process of reducing a structure, as defined by State or local code, to a collapsed condition. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

21. ***DEP*** – Florida Department of Environmental Protection (FDEP)

22. ***DDIR*** – Detailed Damage Inspection Report

23. ***Disaster Specific Guidance*** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

24. ***DMS*** – Debris Management Site

25. ***DOT*** – Department of Transportation (Generally Florida DOT)

26. ***Eligible*** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Task Orders are issued and executed by the City to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

27. ***Eligible Construction and Demolition Debris*** – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

    - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
    - Debris removal must be the legal responsibility of the applicant.
    - Debris must be a result of the major disaster event.

28. ***Eligible Hanger*** – An eligible hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

29. ***Eligible Hazardous Stump*** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

30. ***Eligible Household Hazardous Waste (HHW)*** – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive or meet other listed criteria. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the City Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

31. ***Eligible Leaner*** – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured 4.5 feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

32. ***Eligible Vegetative Debris*** – As outlined in FEMA Publication 325, eligible vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

33. ***Eligible White Goods*** – As outlined in FEMA Publication 325, Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

    - White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
    - White goods removal must be the legal responsibility of the applicant.
    - White goods must be a result of the major disaster event.

34. ***Emergency Relief Program*** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways. This program is administered by the Federal Highway Administration.

35. ***EPA*** – United States Environmental Protection Agency

36. ***ER*** – Emergency Relief

37. ***E-Scrap*** – End of life electronics, typically televisions, computers and related components

38. ***FDEP*** – Florida Department of Environmental Protection (DEP)

39. ***FDOT*** – Florida Department of Transportation

40. ***FEMA*** – Federal Emergency Management Agency

41. ***FEMA Publication 325*** – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:

    - Eliminating immediate threats to lives, public health and safety.
    - Eliminating immediate threats of significant damage to improved public or private property.
    - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

42. ***FHWA*** – Federal Highway Administration

43. ***Field Inspector*** – Monitor

44. ***FMIS*** – Fiscal Management Information System

45. ***Force Account Labor*** – Labor performed by the applicant's permanent, full time or temporary employees.

46. ***Garbage*** – *Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.*

47. ***Grinding*** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

48. ***Hangers*** – *See Eligible Hanger*

49. ***Hazardous Waste*** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

50. ***HHW –*** *Household Hazardous Waste*

51. ***Hold Harmless*** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

52. ***Household Hazardous Waste*** – See Eligible Household Hazardous Waste

53. ***Landfill*** – The Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124.

54. ***Leaners*** – See Eligible Leaner

55. ***Monitor –*** Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)

56. ***Mulching or Chipping*** – *See Chipping or Mulching*

57. ***Mutual Aid Agreement*** - A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

58. ***National Response Plan (NRP)*** – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

59. ***TFRL*** – Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124 (also referred to as Volusia County Landfill or Landfill)

60. ***OSHA*** – Occupational Safety and Health Administration

61. ***Outbuilding*** - Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

62. ***PPE*** – Personal Protective Equipment. May also be referred to as "Safety Gear."

63. ***RACM*** – Regulated Asbestos Containing Material

64. ***RCRA*** – Resource Conservation and Recovery Act

65. ***Recycling*** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

66. ***Refrigerant*** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

67. ***Regulated Waste –*** Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.

68. ***RFB*** – Request for Bid

69. ***RFP*** – Request for Proposal

70. ***Right of Entry*** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

71. ***Right-of-Way*** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

72. ***ROE*** – Right-of-entry

73. ***ROW*** – Right-of-way

74. ***RRC*** – Rapid Response Crew

75. ***Scale/Weigh Station*** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

76. ***Volusia County Landfill*** – Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124

77. ***VCSWD*** – The Volusia County Solid Waste Division

78. ***TDSPF*** - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal contractors for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).

79. ***TDSR Site*** – Temporary Debris Storage and Reduction Site

80. ***Temporary Debris Storage and Reduction Site*** – Temporary Debris Storage and Reduction (TDSR) sites are locations designated by the City for the storage and reduction of disaster related debris.

81. ***Tipping Fee*** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

82. ***TSDF*** – Hazardous Waste Treatment, Storage and Disposal Facility.

83. ***United States Army Corps of Engineers (USACE)*** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

84. ***White Goods*** – See Eligible White Goods

Acronyms

ACM	Asbestos Containing Material
VCC	Volusia County Council
C&D	Construction and Demolition
CBRA	Coastal Barrier Resources Act
CBRN	Chemical, Biological, Radiological and Nuclear
CBRS	Coastal Barrier Resources System
CEI	Construction Engineering and Inspection
CFR	Code of Federal Regulations
CTS	Central Transfer Station
CWA	Clean Water Act
CZMA	Coastal Zone Management Act
DDIR	Detailed Damage Inspection Report
DEP	Florida Department of Environmental Protection (Same as FEDP)
DMS	Debris Management Site
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
ECAP3	Environmental Compliance, Assistance and Pollution Prevention Program
EO	Executive Order
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support Function
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FMIS	Fiscal Management Information System
GIS	Geographic Information System
GPS	Global Positioning System
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
IA	Individual Assistance
ICS	Incident Command System
JFO	Joint Field Office
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRCS	Natural Resources Conservation Service
NRP	National Response Plan
OCC	Office of Chief Counsel
OSHA	Occupational Safety and Health Administration
TFRL	Tomoka Farms Road Landfill
PA	Public Assistance
PDA	Preliminary Damage Assessment
PNP	Private Non-Profit
PPDR	Private Property Debris Removal
PPE	Personal Protective Equipment
PW	Project Worksheet

RACM	Regulated Asbestos Containing Material
RCRA	Resource Conservation and Recovery Act
RFB	Request for Bid
RFP	Request for Proposals
ROE	Right-of-Entry
ROW	Right-of-Way
RRC	Rapid Response Crew
SHPO	State Historic Preservation Officer
VCSWD	Volusia County Solid Waste Division
TDSPF	Temporary Debris Staging and Processing Facility
TDSR Site	Temporary Debris Storage and Reduction Site
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USDA	United States Department of Agriculture
WSRA	Wild and Scenic Rivers Act

TITLE 23--HIGHWAYS

CHAPTER I--FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION

PART 635--CONSTRUCTION AND MAINTENANCE--Table of Contents

Subpart D--General Material Requirements

Sec. 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of Sec. 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting Sec. 635.410, see 60 FR 15478, Mar. 24, 1995.

EXHIBIT F

CITY OF ORMOND BEACH

Cubic Yard Load Ticket **No. OB-_____**

FIELD DATA

Contractor Name: _____

Truck Driver Name: *(Print)* _____

P/U Date: / / P/U Time: _____

☐ First Pass ☐ Second Pass ☐ Subsequent Pass ☐ FHWA

RBS #	STREET NAME	ZONE #

Truck #: _____ Certified Load Capacity: _____ CY

Materials:
- ☐ Vegetative
- ☐ Construction/Demolition
- ☐ White Goods
- ☐ Other (State type) _____

Field Inspector: _____ Field Inspector ID: _____
Signature

TOWER DATA

Disposal Date: / / Disposal Time: _____

Truck Load Size:

Max Load Capacity	x	% Loaded	=	Volume Hauled (CY)
	X		=	

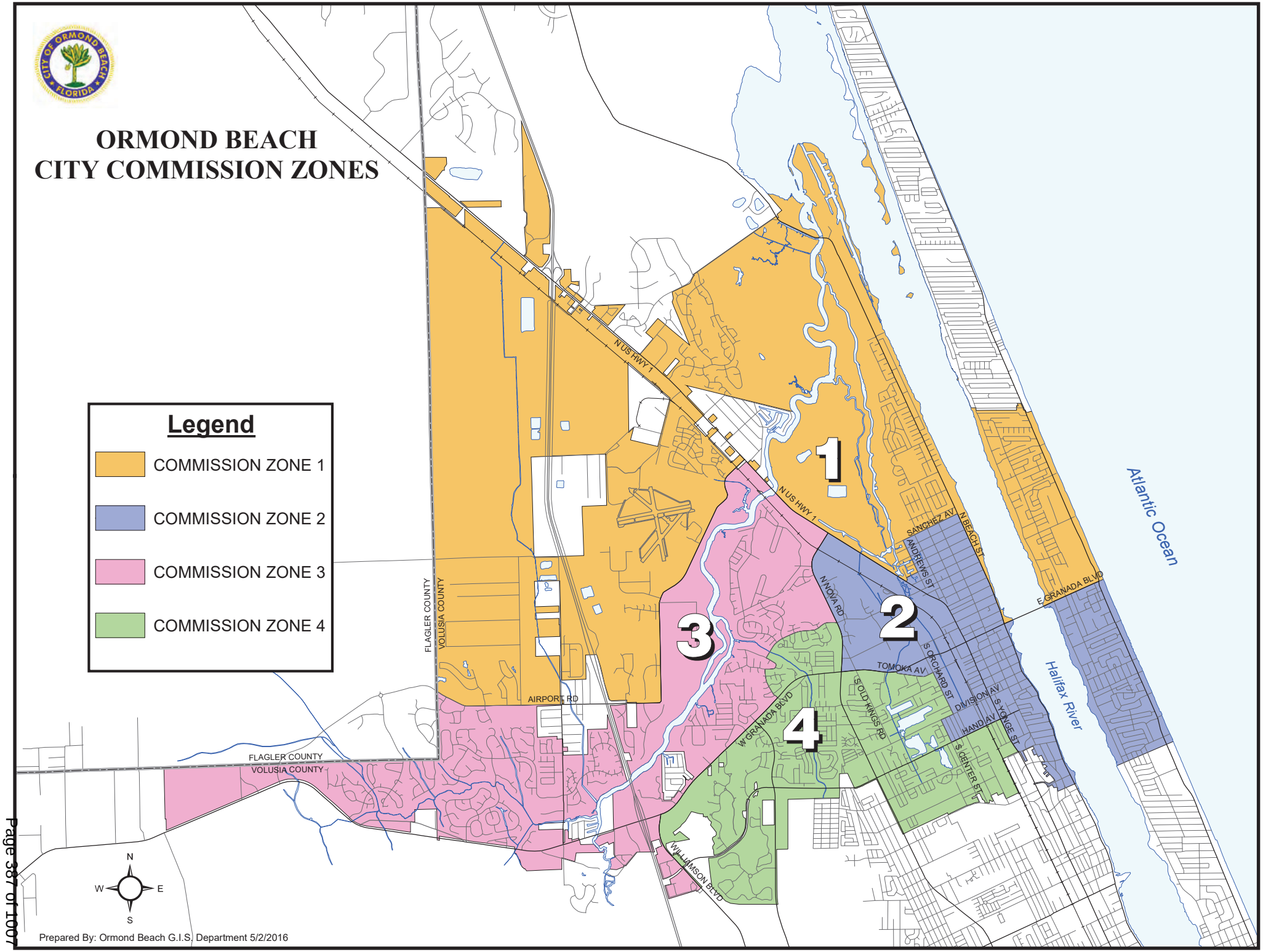
Disposal Site: _____

City Representative: _____ City Rep ID: _____
Signature

Government Inspector (if applicable): _____
Signature

White – City Green – Contractor Pink – Driver Gold - Other

ORMOND BEACH
CITY COMMISSION ZONES



Prepared By: Ormond Beach G.I.S. Department 5/2/2016

CONTRACT PROVISIONS TEMPLATE

FEMA Office of Chief Counsel

Procurement Disaster Assistance Team

U. S. Department of Homeland Security
Headquarters
500 C St SW
Washington, D.C. 20042
FEMA

INTRODUCTION

Required Contract Clauses

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract must contain the applicable clauses described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are required or recommended by FEMA.

This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

U. S. Department of Homeland Security
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Washington, D.C. 20042

FEMA

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FEMA

Tools: Contract Provisions Quick Reference Guide

Table 1. Key

KEY
Required/Recommended Provision ☐
Required/Recommended Provision and Required Exact Language ☐
Not Required for PA Awards (Grants) ☐

Table 2. Required Contract Provisions

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> SAT ($250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> $10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	**Not applicable to PA grants**
5.	Copeland Anti-Kickback Act	Construction work > $2,000	**Not applicable to PA grants**
6.	Contract Work Hours and Safety Standards Act	> $100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	**Not applicable to PA grants**
8.	Clean Air Act and Federal Water Pollution Control Act	>$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes
12.	Access to Records	All	Yes

Table 3. Recommended Contract Provisions

	Recommended Provision	Contract Criteria	Sample Language?
13.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
14.	DHS Seal, Logo, and Flags	All	Yes
15.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
16.	No Obligation by Federal Government	All	Yes
17.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes

1. REMEDIES.

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE.

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY. **If applicable, exact language below in subsection 3.d is required.**

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds

obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(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 rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance,

guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT.

a. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

c. Requirements. If applicable, the non-federal entity must do the following.

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II, ¶ D, contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT.

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. **It does not apply to the FEMA Public Assistance Program**.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

> Compliance with the Copeland "Anti-Kickback" Act.
>
> a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA 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 of these contract clauses.
>
> c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(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 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 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to

the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (**write in the name of the Federal agency or the loan or grant recipient**) 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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

b. Applicability. This requirement applies to "*funding agreements*," but it **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and

agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION.

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:
   1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
   2. The contract requires the approval of FEMA, regardless of amount.
   3. The contract is for federally-required audit services.
   4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT.

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000

or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracyof each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

10. PROCUREMENT OF RECOVERED MATERIALS.

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, ¶ J; and 2 C.F.R. § 200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Additional FEMA Requirements/Recommendations.

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires and recommends the following:

REQUIRED PROVISIONS:

1. ACCESS TO RECORDS.

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits,

examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

RECOMMENDED PROVISIONS:

2. CHANGES.

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS.

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos,

crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. Suggested Language.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. Suggested Language.

"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT.

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. Suggested Language.

"The Federal Government is not a party to this contract and is not subject to

any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Suggested Language.

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nina Glover	
Pathway Insurance Group 753 Nichols Avenue Fairhope AL 36532	PHONE (A/C, No, Ext): (251) 279-6373	FAX (A/C, No):
	E-MAIL ADDRESS: nina@pathwayinsgroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Gray Insurance Company - Best Rating A-VIII	36307
INSURED CrowderGulf Joint Venture Inc./CrowderGulf LLC 5629 Commerce Blvd. E. Mobile AL 36619	INSURER B : Westchester Surplus Lines Insurance	
	INSURER C : Navigators	
	INSURER D : Lloyds of London	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2461914728 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			XSGL-100298	07/01/2025	07/01/2028	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			XSAL-100338	07/01/2025	07/01/2028	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			HO24LIA15303401 F'lling Form	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		GWC-100588 - Includes USL&H	07/01/2025	07/01/2028	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Contractors Pollution Liab. Coverage Includes Transportation Poll Cov. End.			G71538825 004	07/01/2025	07/01/2027	Each Pollution Condition General Aggregate Limit	5,000,000 5,000,000

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

D-Professional Liability- Claims Made - Lloyds of London - LL00226-02 10/15/2025 - 10/15/2026 2,000,000 Per Occurrence / 2,000,000 General Aggregate

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all when required by written contract. The above insurance policies shall primary & noncontributory to any other insurance policies maintained by the cert. holder, when required by written contract

CERTIFICATE HOLDER

City of Ormond Beach
77 South Beach Street
Ormond FL 32174

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	May 5, 2026	**Item No**	7.I.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	Intent To Bid – Halifax River Utility Crossing		
Recommended Action	The City intends to publicly advertise this project for request for bids, unless otherwise directed.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

This disposition item provides public notice of the City's intent to issue a Request for Bids for the Halifax River Utility Crossing project, Bid No. 2026-18.

The existing wastewater collection transmission system currently utilizes 2 Halifax River forcemain crossings. One of these crossings, located approximately along Granada Boulevard, was installed in 1981. Given a typical life span of 50 years for utility pipelines, this transmission line is nearing the end of its intended service life. Due to the overall importance of this pipeline, staff has scheduled the replacement of this forcemain before there are any issues.

To aid in meeting Senate bill 64 requirements, the City also needs to install a new reclaimed water main river crossing. Establishing this new connection will reduce pressure loss experienced on the beachside during scheduled irrigation days. The proposed crossing is expected to improve staff's ability to enhance staff's ability to reliably serve existing customers while also providing some capacity to expand reclaimed service to additional beachside customers.

Given the related nature of these improvements, staff recommends designing and constructing both the reclaimed water main crossing and the force main crossing as a single, coordinated project to improve efficiency and reduce overall costs. To advance this approach, staff has negotiated a scope of work with the City's continuing contract engineering consultant, McKim & Creed, to provide design services for both crossings under one project.

Financial Impact

Funding in the amount of $5,680,000 was included in the Fiscal Year 2025-26 Fund 409 - Water and Wastewater Renewal and Replacement.

Citizen Impact

Scheduling priority-based replacement projects for the City's utility infrastructure provides for reliable operation of the reclaimed and wastewater systems.

Attachments

1. IFB-Halifax River FM and RCWM-Proj Manual
2. Halifax River FM and RCWM ch S&S

PROJECT MANUAL
HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

BID NO. __2026-18__

CITY OF ORMOND BEACH

PREPARED BY:

McKim & Creed, Inc.
139 Executive Circle, Suite 201
Daytona Beach, FL 32114

M&C Project No. 010260140
JANUARY, 2026

ISSUED FOR BID

HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING
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 **HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING, Bid No. 2026-18** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **June 17, 2026**, **at 4:00 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: The Contractor shall furnish all labor, material, equipment, tools, supervision and any other items required in order to provide a subaqueous horizontal directional drill pipe crossing of the Halifax River and a horizontal directional drill pipe installation along Beach Street from Tomoka Avenue to Lincoln Avenue. The project includes approximately 4,695 linear feet of 18" HDPE force main: 4,515 linear feet of 18" HDPE reclaimed water main; 1,280 linear feet of 16" PVC force main; 1,075 linear feet of 16" reclaimed water main; 3,500 linear feet of 6" HDPE IT conduit strapped to the 18" HDPE reclaimed water main; gate valves; air release valves/vaults; pavement replacement; sodding, restoration and appurtenances.

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) 610-0470.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on **May 27, 2026, at 10:00 am** in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **June 9, 2026, at 5:00 pm**.

END OF SECTION

SECTION 00100
INSTRUCTION TO BIDDERS

00101. Defined Terms

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

The OWNER for this project is:

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

The ENGINEER for this project is:

McKim & Creed, Inc.
139 Executive Circle, Suite 201
Daytona Beach, FL 32114

00102. Copies of Bidding Documents

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

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

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

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

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 610-0400
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

7.1 All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to procurement@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.

7.2 To protect the integrity of the procurement process, respondents, suppliers, contractors, sub-contractors or persons acting on behalf of any of the above, are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials, unless such communication is specifically authorized in the City's solicitation or addenda. Violation of this provision may be grounds for rejecting a response.

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 00150
SPECIAL INSTRUCTIONS

SI 1. SUBSURFACE INVESTIGATION. A soils investigation report has been prepared for the site of this work by Universal Engineering Sciences, hereinafter referred to as the Soils Engineer. A copy of the soils investigation report is included within this Project Manual as an Appendix. This report was obtained only for the ENGINEER's use in design and is not a part of the Contract Documents. The report is available for bidder's information, but is not a warranty of subsurface conditions.

Bidders should visit the site and acquaint themselves with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but all such investigations shall be performed under time schedules and arrangements approved in advance by the OWNER.

SI 2. ASBESTOS MATERIALS. The successful Bidder must perform all work in compliance with all Legal Requirements, as defined in the General Conditions, including specifically those Legal Requirements applicable to asbestos materials, including the Department of Environmental Protection's asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.38. Additionally, the successful Bidder must be properly licensed and/or certified for asbestos removal as required by Legal Requirements.

SI 3. CONTRACTOR RESPONSIBLITIES. The CONTRACTOR will be responsible for reviewing the site conditions, reviewing the Bid Documents, verifying the Summary of Quantities and Bid Schedule, and the inclusion of all items and costs necessary to complete the work and submit a balanced and responsive Bid. In reviewing the documents, the CONTRACTOR will notify the ENGINEER of any questionable items prior to the submission of Bids.

SI 4. MINIMUM FINANCIAL QUALIFICATIONS. The Bidder submitting a Bid for this project must be a Certified General Contractor or Underground Utilities Contractor, certified in the State of Florida as necessary to perform the required construction and hold the following criteria:

1. **Has been in business for a minimum of seven (7) years.**
2. Has currently under construction, a minimum of 10 million dollars.
3. Bidder must provide documentation acceptable to the OWNER that exhibits financial strength and ability to perform on this Contract. Bidders must provide a letter from their Surety documenting their available bonding capacity for the amount of submitted total base bid.

SI 5. MINIMUM CONSTRUCTION EXPERIENCE QUALIFICATIONS. The Bid requires that the Bidder and certain subcontractors have sufficient experience in similar construction projects.

This Special Instruction sets forth certain Minimum Construction Experience Qualifications ("Minimum Qualifications") that must be met by the Bidder, and in some instances, the Bidder's subcontractors, and describes the reference information that the Bidder must submit as part of the Bid to allow the OWNER to confirm that these Minimum Qualifications are met.

The imposition of the Minimum Qualifications stated herein will not be deemed to restrict the OWNER's ability to determine whether the Bidder is "responsible".

1. Definitions.

   For purposes of these Special Instructions, a "Significant Task Subcontractor" is a subcontractor of the Bidder who will be performing a specific type of Task below.

   Also, for purposes of these Special Instructions, "Task" means one of the following specific types of construction-related activities: Roadway Construction, Utilities Construction, Horizontal Directional Drilling.

2. Who Must Meet the Minimum Qualifications?

   The Bidder must meet a Minimum Qualification associated with a Task listed below, if the Bidder proposes to perform 50% or more of the Task through the Bidders' own forces for the Project.

   A Significant Task Subcontractor must meet a Minimum Qualification associated with a Task listed below, if the Bidder proposes to have the Subcontractor perform 50% of the Task in the course of the Project.

3. What are the Minimum Qualifications?

   A. Utilities Construction: Successful completion of at least five projects totaling more than 15,000 linear feet or more of pipe length. One of the projects shall be a minimum of one (1) mile of utility work. Utilities shall include potable water, reuse water and sewage force main. Each project listed may include 1 of the 3 utilities listed in this paragraph.

   B. Horizontal Directional Drilling (HDD): Refer to the HDD Qualification Forms and must adhere to the following:

   ***NOTE: The following information WILL be completed by the subcontractor if HDD will be completed by the Significant Task Subcontractor. The Prime Contractor WILL complete if HDD will be completed with its own forces.**

The Subcontractor will be trained and certified to operate the Horizontal Directional Drilling equipment with at least seven (7) years of experience in directional drilling. The Subcontractor shall provide three (3) successfully completed horizontal directional drill, water, reclaimed water or wastewater transmission main projects with a minimum 24-inch diameter, minimum 1,800 linear feet length, with similar scope, nature, and cost to the proposed project. In addition, the Subcontractor shall provide three (3) successfully completed horizontal directional drills**,** water, reclaimed water or wastewater transmission main projects with a minimum 20-inch diameter and minimum 1,800 linear feet length. At least one (1) of the six (6) projects must have been a subaqueous installation. Provide one (1) additional horizontal directional drill project completed by the subcontractor's team that included a conductor casing of a minimum 6-inch diameter. The Subcontractor will be fully qualified, experienced and equipped to complete the work within the time specified and in a satisfactory manner. The Subcontractor will be capable of providing crews as needed to complete the work without undue delay. The Subcontractor will be a Certified General Contractor or Underground Utilities Contractor, certified in the State of Florida. All certifications will be current. The conductor casing may be installed by a Subcontractor on the drilling team. The drilling superintendent will be an employee of the HDD subcontractor.

C. A project will be considered counted toward meeting the applicable Minimum Qualification listed above only if, in addition to the conditions referenced, both of the following conditions are met: (i) the project was undertaken, or the Bidder's/Subcontractor's portion of the project commenced, no earlier than 2015, and (ii) the Bidder/Subcontractor performed at least 50% of the Task described for that project.

A project will be deemed "successful" for purposes only if: (i) the entire project, including the Task referenced, achieved final acceptance; or (ii) the Task referenced was deemed substantially complete (i.e., the Facility Owner accepted the equipment installed or other result of the Task for the Facility Owner's beneficial use).

A project will not be deemed to be "successful" for purposes above, even if it otherwise meets the foregoing, conditions, if any of the following occurred: (i) the Bidder/Subcontractor was terminated from the project for cause, (ii) in association with the work listed, the Bidder/Subcontractor received any enforcement agency warning letters, administrative fines or penalties, or the Bidder/Subcontractor was required to pay damages by a court of law, for Occupational Safety and Health Administration (OSHA) violations in association with work; (iii) after project completion, the Facility Owner requested the Bidder/Subcontractor to provide warranty work and the Bidder/Subcontractor failed to provide such work to the Facility Owner's satisfaction; or (iv) the Facility Owner, for any other reason provides the OWNER a negative reference regarding the Bidder/Subcontractor.

4. What is the Bidder Required to Provide?

To help the OWNER determine whether all of the required Minimum Qualifications are

met, the Bidder must submit the following as part of the signed and sealed Bid. All documents are included at the end of this Section

A. A list of Significant Task Subcontractors, including the name of the person or firm, and each Task for which the Subcontractor will act as a Significant Task Subcontractor.

B. A Reference Package. The Reference Package will contain a title page containing the OWNER contract number and title as referenced in the Invitation to Bid; the name of the contractor, followed by Reference Sets for the Bidder and each Significant Task Subcontractor. The Reference Package will be tabbed and indexed.

C. Each Reference Set contained within a Reference Package will contain a sufficient number of references to show that the Minimum Qualification is being met. For example, five references must be provided to show that the Minimum Qualification for HDD Construction is met. For each reference the following must be provided:

(i) The name and location of the project, the type of Bidder's/Subcontractor' work on the project (with reference to the Tasks listed above), the years in which the work was performed, and a summary of any OSHA safety violations or significant injuries received by Bidder's/Subcontractor's employees during the course of the work (significant meaning an injury resulting in the employee's missing 15 or more days of work or death).

(ii) The name and address of the Facility Owner.

(iii) At least one Contact Person for Facility Owner. The Contract Person must have sufficient knowledge of the project listed to confirm that the applicable Minimum Qualifications were met by the Bidder/Subcontractor. The Contact Person need not be a former or current officer or employee of the Facility owner, so long as the person represented the owner's construction management and or construction interests for project listed (such as by acting as project manager, project administrator, resident construction engineer, etc.) The Contact Person, title name of employers, and telephone number or e-mail address (or both) must be provided.

The Bidder is encouraged to provide a backup Contact Person in each instance in case the OWNER is unable to reach the primary Contact Person.

5. How will the OWNER use the Information Submitted Above?

In evaluating the Bids received, the OWNER intends to contact each reference listed (and with respect to OSHA violations, the appropriate agencies) to verify that the Minimum Qualifications were met. Bidders meeting the Minimum Qualifications (including with respect to their Significant Task Subcontractors) will be considered

qualified to perform the work and their Bid considered responsive, provided other material requirements of the Bid are met.

NOTE: A Bidder is not prohibited from listing more than the minimum number of projects to show that a specific Minimum Qualification is met (provided the Bidder complies with the space limitations for the Reference Set). For example, a Bidder could submit references for eleven HDD Construction projects instead of ten. However, additional experience will not affect a Bidder's standing as a qualified Bidder. Bidder's failing to meet the Minimum Qualifications will be considered non-responsive to the Bid and ineligible from further consideration.

END OF SECTION

SECTION 00200
QUALIFICATION FORMS PACKAGE

Project Name: **HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING**

City Project No.:

BIDDER PROFILE SHEET

Full Legal Name of Bidder Organization:_____

DBA (if any): _____

Contact Name _____

E-mail Address: _____ Phone Number_____

Mailing Address: _____

_____

Physical Address (if different): _____

_____

Florida Contractor License Number:_____

Florida License Expiration Date: _____

Florida Dept of State, Division of Corp (SunBiz) Document Number:_____

List of Attachments to be completed and returned with the Bidder Profile Sheet:

- ATTACHMENT A: CERTIFICATION OF AUTHORIZED SIGNATORY
- ATTACHMENT B: QUESTIONNAIRE
- ATTACHMENT C: FINANCIAL STATEMENTS
- ATTACHMENT D: EXPERIENCE OF BIDDER
- ATTACHMENT E: EQUIPMENT LIST
- ATTACHMENT F: LIST OF PROPOSED SUBCONTRACTORS/SHOP FABRICATORS
- ATTACHMENT G: CERTIFICATE OF NON-SEGREGATED FACILITIES
- ATTACHMENT H: QUALIFICATION FORMS PACKAGE COMPLIANCE CERTIFICATION

Addenda Reminder

Addenda will be posted on the City's Procurement Portal at: **https:/www.demandstar.com**. Bidders MUST sign, date, and return all Addenda in accordance with the Instructions to Bidders. It is Bidder's sole responsibility to obtain information related to Addenda.

QUALIFICATION FORM A
CERTIFICATION OF AUTHORIZED SIGNATORY

_____
Print/Type Legal Business Name *(same as name on W-9 form)*

_____
Print/Type FEIN #

Check the legal entity type that is applicable to the above named business:

- ____ • Sole Proprietorship – Complete Section A
- ____ • General or Limited Partnership – Complete Section B
- ____ • Corporation (Inc. , LLC) Complete Section C

****

SECTION A: SOLE PROPRIETORSHIP

I HEREBY CERTIFY that I am the sole owner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

****

SECTION B: PARTNERSHIP

I HEREBY CERTIFY that I am a General Partner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

****

SECTION C – CORPORATION

I HEREBY CERTIFY that a meeting of the Board of Directors of _____
Legal business name

a corporation /LLC under the laws of the State of _____, was held on _____20___. The following resolution was duly passed and adopted:

> "RESOLVED, that _____ is an officer and director of the corporation (or the managing member of the LLC) and is hereby authorized to execute contracts between the City of Ormond Beach, a municipal corporation and this corporation/LLC, and that execution thereof by said officer and director, attested by the Secretary of the corporation/LLC, shall be the official act and deed of this corporation/LLC."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand this ____ day of _____, 20___.

Provide copy of Resolution

_____
Corporate Secretary/Managing Member

QUALIFICATION FORM B
QUESTIONNAIRE

Instructions: Complete each question below. Include additional sheets if necessary.

1. Full Legal Name of Bidder Organization: _____

2. How many years has your organization been in business as a General Contractor? _____

3. How many years has your organization been in business as a Subcontractor? _____

4. What is your organization's current Experience Modification # _____

5. How many full time permanent employees does your company have? _____

6. Name of Superintendent and length of time with your company? _____

7. Have you ever failed, or been alleged to have failed, to complete work awarded to you? If so, where and why?

_____

_____

_____

8. Have you ever failed, or been alleged to have failed, to complete work within the Contract Time? If so, where and why?

_____

_____

_____

9. Have you ever been assessed liquidated damages, or had liquidated damages assessed against you? If so, where and why?

_____

_____

_____

10. Have you ever had your bonding restricted or limited? If yes, provide explanation._____

_____

_____

_____

11. Have you ever had a Bond or letter of credit called by the owner of a project? If so, when?

_____

_____

_____

12. Have you inspected the site of the proposed Work? Describe, in full, any anticipated problems with the Site and your proposed solutions? _____

_____

_____

_____

13. Has Bidder been involved in litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years that are related to the services the Bidder provides in the regular course of business? If yes, provide a summary of the litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years that are related to the services the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

_____

_____

_____

_____

14. Has Bidder been sanctioned by any regulatory or licensing agency with the past five (5) years. If yes, provide a list the regulatory and licensing agency sanctions._____

_____

_____

_____

15. Please provide all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state of the United States against (i) the Bidder, (ii) any business entity related to or affiliated with the Bidder or (iii) any present or former owner of the Bidder or of any such related or affiliated entity. (*This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20%) or less of the outstanding shares of the Bidder whose stock is publicly owned and traded.)* If none, indicate "NONE".

_____

_____

_____

_____

_____

_____

_____

_____

_____

QUALIFICATION FORM C
FINANCIAL STATEMENTS

This information will be kept confidential and will NOT be made available to the public.

NAME OF BIDDER: _____

Please attach a copy of your most recent financial statements. Financial statements "audited" by an independent certified public accountant are preferred over documents that are "reviewed" by an independent certified public accountant. Documents "reviewed" by an independent certified public accountant are preferred over "compilations". **Internal financial statements are not acceptable.** The financial information will be reviewed by a member(s) of the City's finance department.

QUALIFICATION FORM D
EXPERIENCE OF BIDDER

*****MUST BE COMPLETED AND INCLUDED WITH BID*****

The City of Ormond Beach reserves the right to request information from the contractor to complete its assessment of the contractor or subcontractors qualifications. Partially complete forms may be considered non-responsive based on the quantity and quality of information provided. Wholly incomplete forms will be considered non-responsive and will result in rejection of the bid. All assessments of qualifications will be final and will be made by the City. By submitting and signing this form, the (sub-) contractor(s) acknowledge(s) that all decisions by the City are Final, and the (sub-) contractor shall abide by this determination and shall have no additional recourse.

Bidder acknowledges and agrees that it must perform at least 51% of the total work as measured by cost (equipment and labor) within its own organization and excluding material costs. Failure to perform the required percentage of work shall constitute a material breach of the Contract.

HDD CONTRACTOR DOCUMENTATION

(1) Name of **HDD Drilling Subcontractor (if applicable)** and **License Number**	Name: License No. and State:
(2) The HDD Subcontractor shall complete the horizontal directional drill borehole and pipe pullback installation utilizing its own equipment and labor forces. Provide list of other **Subcontractors for HDD work** and field of specialty, if applicable. Additional subcontractors can be attached to the qualifications form, if necessary.	
a. Subcontractor Name: Specialty:	
b. Subcontractor Name: Specialty:	
c. Subcontractor Name: Specialty:	
d. Subcontractor Name: Specialty:	
e. Subcontractor Name: Specialty:	
f. Subcontractor Name: Specialty:	
g. Subcontractor Name: Specialty:	

DRILLING SUBCONTRACTOR EXPERIENCE AND RESOURCES

***NOTE: The following information (Items 1 through 4) WILL be completed by the subcontractor if HDD will be completed by the Significant Task Subcontractor. The Prime Contractor WILL complete if HDD will be completed with its own forces.**

(1) **Complete the forms below or attach project references CONTAINING ALL OF THE REQUIRED INFORMATION.** Subcontractor must have self-performed the work described in project references. **Confirm contact name and phone number for each project prior to submission. Refer to Special Instruction 5 (SI 5) Minimum Construction Experience Qualifications.**

a. **HDD** Project Name:					
Location:		Pipe Size/Material:		Length:	
Superintendent:					
Cost:		Cost Overrun Amount:			
Reason for Overrun, if any:					
Scheduled Duration:		Actual Duration:		Date Completed:	
Reason for Delay, if any:					
Prime Contractor, if sub:					
Soil Conditions Encountered					
Did hydrofracture(s) occur? If so explain why and how resolved.					
Tracking System Used					
Client:					
Client Contact Name:		Client Phone:			
Engineer:					
Engineer Contact Name:		Engineer Phone:			
Completed with own equipment and labor forces:	☐ Yes ☐No				
HDD contractor must have self-performed the work described.					
Scope/Additional Information:					

b. **HDD** Project Name:					
Location:		Pipe Size/Material:		Length:	
Superintendent:					
Cost:		Cost Overrun Amount:			
Reason for Overrun, if any:					
Scheduled Duration:		Actual Duration:		Date Completed:	
Reason for Delay, if any:					
Prime Contractor, if sub:					
Soil Conditions Encountered					
Did hydrofracture(s) occur? If so explain why and how resolved.					
Tracking System Used					
Client:					
Client Contact Name:		Client Phone:			
Engineer:					
Engineer Contact Name:		Engineer Phone:			
Completed with own equipment and labor forces:		☐ Yes ☐No			
HDD contractor must have self-performed the work described.					
Scope/Additional Information:					

c. **HDD** Project Name:					
Location:		Pipe Size/Material:		Length:	
Superintendent:					
Cost:		Cost Overrun Amount:			
Reason for Overrun, if any:					
Scheduled Duration:		Actual Duration:		Date Completed:	
Reason for Delay, if any:					
Prime Contractor, if sub:					
Soil Conditions Encountered					
Did hydrofracture(s) occur? If so explain why and how resolved.					
Tracking System Used					
Client:					
Client Contact Name:		Client Phone:			
Engineer:					
Engineer Contact Name:		Engineer Phone:			
Completed with own equipment and labor forces:	☐ Yes ☐No				
HDD contractor must have self-performed the work described.					
Scope/Additional Information:					

d. **HDD** Project Name:					
Location:		Pipe Size/Material:		Length:	
Superintendent:					
Cost:		Cost Overrun Amount:			
Reason for Overrun, if any:					
Scheduled Duration:		Actual Duration:		Date Completed:	
Reason for Delay, if any:					
Prime Contractor, if sub:					
Soil Conditions Encountered					
Did hydrofracture(s) occur? If so explain why and how resolved.					
Tracking System Used					
Client:					
Client Contact Name:		Client Phone:			
Engineer:					
Engineer Contact Name:		Engineer Phone:			
Completed with own equipment and labor forces:		☐ Yes ☐No			
HDD contractor must have self-performed the work described.					
Scope/Additional Information:					

e. **HDD** Project Name:					
Location:		Pipe Size/Material:		Length:	
Superintendent:					
Cost:		Cost Overrun Amount:			
Reason for Overrun, if any:					
Scheduled Duration:		Actual Duration:		Date Completed:	
Reason for Delay, if any:					
Prime Contractor, if sub:					
Soil Conditions Encountered					
Did hydrofracture(s) occur? If so explain why and how resolved.					
Tracking System Used					
Client:					
Client Contact Name:		Client Phone:			
Engineer:					
Engineer Contact Name:		Engineer Phone:			
Completed with own equipment and labor forces:		☐ Yes ☐No			
HDD contractor must have self-performed the work described.					
Scope/Additional Information:					

f. **HDD** Project Name:					
Location:		Pipe Size/Material:		Length:	
Superintendent:					
Cost:		Cost Overrun Amount:			
Reason for Overrun, if any:					
Scheduled Duration:		Actual Duration:		Date Completed:	
Reason for Delay, if any:					
Prime Contractor, if sub:					
Soil Conditions Encountered					
Did hydrofracture(s) occur? If so explain why and how resolved.					
Tracking System Used					
Client:					
Client Contact Name:		Client Phone:			
Engineer:					
Engineer Contact Name:		Engineer Phone:			
Completed with own equipment and labor forces:		☐ Yes ☐No			
HDD contractor must have self-performed the work described.					
Scope/Additional Information:					

(2) Provide the name of the **proposed HDD superintendent** who is qualified and available to perform the work stated in this proposal:	Proposed Superintendent:	Certified and Trained: ☐ Yes ☐No
(3) All HDD operations shall be performed under the constant direction of the approved drilling superintendent employed by the HDD subcontractor who shall remain on site and be in responsible charge throughout the drilling operation. Provide project references that demonstrate all project experience related to the following requirements. Identify each project on a separate HDD Superintendent Reference Form. Applicant may attach additional information as necessary to fully describe the Project. A copy of the HDD Superintendent Reference form shall be used for each project reference. The references should be from separate projects. Additional projects may be attached to meet the qualification requirements. The HDD contractor or subcontractor's supervisor shall, in the last seven (7) years, have successfully supervised a minimum of 100,000 linear feet of pipe installed by HDD, of which 10,000 linear feet shall be a minimum 24-inch diameter. Each project utilizing 24-inch pipe shall have been a minimum 100,000 linear feet in length.		

HDD SUPERINTENDENT REFERENCE FORM

HDD Project Name:					
Location:		Pipe Size/Material:		Length:	
Superintendent:					
Cost:		Cost Overrun Amount:			
Reason for Overrun, if any:					
Scheduled Duration:		Actual Duration:		Date Completed:	
Reason for Delay, if any:					
Prime Contractor, if sub:					
Client:					
Client Contact Name:		Client Phone:			
Engineer:					
Engineer Contact Name:		Engineer Phone:			
Completed with own equipment and labor forces:	☐ Yes ☐No				
HDD contractor must have self-performed the work described.					
Scope/Additional Information:					

HDD SUPERINTENDENT REFERENCE FORM

HDD Project Name:					
Location:		Pipe Size/Material:		Length:	
Superintendent:					
Cost:		Cost Overrun Amount:			
Reason for Overrun, if any:					
Scheduled Duration:		Actual Duration:		Date Completed:	
Reason for Delay, if any:					
Prime Contractor, if sub:					
Client:					
Client Contact Name:		Client Phone:			
Engineer:					
Engineer Contact Name:		Engineer Phone:			
Completed with own equipment and labor forces:	☐ Yes ☐No				
HDD contractor must have self-performed the work described.					
Scope/Additional Information:					

(4) Provide a list of equipment **(including make/model/size/quantity) owned by the HDD subcontractors** that will be utilized to complete the **HDD** scope of work. Provide a minimum of one 1 year of maintenance records on the equipment:
a. Drill Rig (provide size and pullback capacity):
The City may conduct such investigations/verifications as deemed necessary to establish the responsibility, qualification and financial ability of the Bidder. Should the City adjudge that the apparent low bidder is not the lowest responsive, responsible bidder by virtue of the above information furnished, said apparent low bidder will be so notified and his bid security shall be returned to him without prejudice. Failure or refusal to furnish any items of information requested by the City shall be considered as non-responsive and therefore basis for rejection of the bid.

Submitted By (print):	Date:
Title:	
Company:	
Signature:	

QUALIFICATION FORM E
EQUIPMENT LIST

NAME OF BIDDER _____

List all Equipment available to perform the Work. Identify whether it is owned, rented or is to be purchased by Bidder.

Type of Equipment	Make	Model	Status- (O) Owner, (R) Rented, or (TBP) To Be Purchased

QUALIFICATION FORM F
LIST OF PROPOSED SUBCONTRACTORS/SHOP FABRICATORS

NAME OF BIDDER _____

Bidder acknowledges and agrees that it must perform at least __51___ % of the total work as measured by cost (Equipment and labor) within its own organization and excluding Material costs. Failure to perform the required percentage of Work shall constitute a material breach of the Contract.

Bidder expressly agrees that:

If awarded the Bid, list below by category the Subcontractors and/or shop fabricators to be used in the prosecution of the Work and whose value of work shall be at least 10% of the primary contract value. Only one (1) subcontractor and/or shop fabricator shall be used in each category. (Attach additional sheets if necessary.) No substitution will be permitted without City's written approval.

CATEGORY	NAME/ADDRESS	PREVIOUS WORK EXPERIENCE TOGETHER YES / NO	Subcontractor % VALUE of total Contract

Bidder represents and warrants that the Subcontractors and/or shop fabricators listed are financially responsible and are qualified to do the Work for the category identified. _____ **Initials**

QUALIFICATION FORM G
CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____(Bidder Company Name) certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term "segregated facilities" 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 which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

_____
(Bidder Company Name)

By:_____ **Print:** _____
Signature **Print Name**

Date: _____ **Title:** _____

QUALIFICATION FORM H
QUALIFICATION FORMS PACKAGE
COMPLIANCE CERTIFICATION

Please check the appropriate box where indicated and initial where indicated for each of the listed requirements for certification. This Form must also be signed, notarized, and dated by the same signatory.

NAME OF BIDDER _____

1. **Scrutinized Companies** - Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with local governments for goods or services of one million dollars ($1,000,000) or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or are engaged in business operations in Cuba or Syria. Both Lists are created pursuant to section 215.473, Florida Statutes. In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting bids, entering into or renewing contracts with a local government for goods and services. As the person authorized to sign on behalf of Bidder, I hereby certify that Bidder is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. In addition, Bidder is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in any boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Cuba or Syria, or boycotting Israel may subject the Bidder to civil penalties, attorney's fees, and/or costs. **Initials _____**

2. **Public Entity Crime -** Any person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime 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 a 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 thirty-six (36) months from the date of being placed on the convicted vendor list. As the person authorized to sign on behalf of Bidder, I hereby certify that Bidder is qualified to submit a bid under Fla. Stat. §287.133(2) (a). Further, I hereby certify that neither Bidder's affiliates, nor anyone associated with Bidder, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency. **Initials _____**

3. **Americans with Disabilities Act** - Bidder shall 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. Bidder agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the Bidder or any other party or parties to the Contract for failure to comply with the ADA. Bidder agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from Bidder's acts or omissions in connection with the ADA. **Initials_____**

4. **Drug-Free Work Place -** As the person authorized to sign on behalf of Bidder, I hereby certify that Bidder is in compliance with Florida Statue 287.087, providing a Drug-Free Workplace. **Initials _____**

5. **Compliance With Public Records** - Upon award, recommendation, or thirty (30) days after receipt, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. The submission of a bid authorizes release of Bidder's credit data to City of Ormond Beach. If the Bidder submits information exempt from public disclosure, Bidder must identify with specificity which pages/paragraphs of its bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate electronic file marked accordingly. By submitting a response to this solicitation, Bidder agrees to defend the City in the event City is forced to litigate the public records status of Bidder's documents. **Initials _____**

6. **Vendor Registration** - All Bidders awarded contracts, purchase orders, or work orders must register as a vendor with the City of Ormond Beach. Please indicate if your company has registered as a vendor with the City of Ormond Beach. ☐ I have already registered as a vendor with the City. ☐ I have not registered as a vendor with the City, but plan to do so if awarded a contract, purchase order, or work order through this solicitation. **Initials _____**

7. **Conflict of Interest Statement** – As the person authorized to sign on behalf of Bidder, I hereby certify that Bidder, nor its affiliates, nor anyone associated with Bidder has any potential conflicts of interest due to any other clients, contracts, or property interests. I certify that no member of the Bidder's ownership, management, or staff has a vested interest in any aspect of or department of City of Ormond Beach. I certify that no member of the Bidder's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Ormond Beach. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Ormond Beach in writing**. Initials _____**

8. **Qualifications Forms Package Submission Acknowledgement -** The Bidder has carefully examined the Bid Documents, including the Instructions to Bidders, Contract Template, Addenda, and any other accompanying documents for this project. The Bidder has completely analyzed the information contained in the Bid Documents as guidance for the preparation its submittal. The Bidder has competed all the Bidder's submittal is sufficiently specific, detailed and complete to clearly and fully demonstrate the Bidder's understanding of the proposed work and/or product requirements. The Bidder agrees and understands that, if awarded, all portions of the Bid shall become an integral part of the Contract. Should there be a conflict between the Bid and the Bid Documents, the Bid Documents shall prevail. **Initials _____**

I certify that all information contained in this Qualifications Forms Package is complete, truthful and correct at the time of submission. I further certify that I am duly authorized to submit this information on behalf of the Bidder and that the Bidder is ready, willing and able to perform if awarded the Contract. I further certify, under oath, that this information is provided without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response to this Invitation to Bid; no officer, employee or agent of the City of Ormond Beach or of any other interested Bidder; and that the undersigned executes this Certification with full knowledge and understanding of the matters herein contained and is duly authorized to do so. The signatory for the Bidder swears that none of the information supplied was for the purpose of misleading or defrauding the City.

STATE OF _____
COUNTY OF _____

Signed:_____

Printed Name:_____

Title:_____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20_____, by _____.

_____

Print Name _____

Notary Public in and for the County and State Aforementioned

My commission expires: _____

Personally Known _____ OR Produced Identification_____

Type of Identification Produced _____

END OF SECTION

SECTION 00300
BID

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION: **HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2026-18

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

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

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

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

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

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

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

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

BID SCHEDULE

BASE BID					
ITEM NO.	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT COST**	**AMOUNT**
1	Mobilization / Demobilization (Max. 5% of Bid)	1	LS		
2	Survey and Layout	1	LS		
3	Erosion and Sedimentation Control	1	LS		
4	Submit Certified As-Built Drawings	1	LS		
5	Maintenance of Traffic	1	LS		
6	Permit Fees and Miscellaneous Allowances	1	LS	$250,000.00	$250,000.00
7	Furnish & Install Force Main with Restrained Joints				
	a. 16-inch PVC	560	LF		
	b. 12-inch PVC	45	LF		
8	Furnish & Install Force Main with Non-Restrained Joints				
	a. 16-inch PVC	720	LF		
9	Furnish & Install Reclaimed Water Main with Restrained Joints				
	a. 16-inch PVC	630	LF		
	b. 10-inch PVC	10	LF		
10	Furnish & Install Reclaimed Water Main with Non-Restrained Joints				
	a. 16-inch PVC	445	LF		
11	Furnish & Install HDPE Pipe by Horizontal Directional Drill				
	a. 18-inch HDPE DR9 Force Main (Halifax River)	3,500	LF		

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
	b. 18-inch HDPE DR 11 Force Main (Beach Street)	1,195	LF		
	c. 18-inch HDPE DR9 Reclaimed Water Main (Halifax River)	3,370	LF		
	d. 18-inch HDPE DR 11 Reclaimed Water Main (Beach Street)	1,145	LF		
12	Furnish & Install 6-inch HDPE DR 9 Fiber Optic Conduit	3,500	LF		
13	Furnish and Install 3 – 1¼" Innerducts and One (1) 96 Count Single Mode OSP Fiber	1	LS		
14	Furnish & Install Compact Ductile Iron Fittings	5.50	TON		
15	Furnish & Install Valves and Valve Boxes				
	a. 16" Gate	12	EA		
16	Cut-Ins and Connections to Existing Mains				
	a. 16" x 12" Wet Tap (S. Halifax Dr.)	1	EA		
	b. 16" x 12" Wet Tap (N. Beach St.)	1	EA		
	c. 12" x 10" Wet Tap (N. Beach St.)	1	EA		
	d. 12" Cut In (Riverside Drive)	1	EA		
17	Furnish & Install Air Release Valve Assembly and Vault	8	EA		
18	Furnish & Install Fiberoptic Conduit Splice Box	2	EA		
19	Removal of Unsuitable Material	130	CY		
20	Furnish and Install Select Fill Material	130	CY		
21	Cleaning and Pigging of Force Main/Reclaimed Water Main	1	LS		
22	Furnish and Install Pig Launch Assembly	2	EA		
23	Pavement Removal and Replacement				
	a. Asphalt Patch	700	SY		
	b. Mill & Resurface	2,050	SY		
	c. Full Width Road Reconstruction	1,530	SY		
	d. Stabilize Shell/Marl/Mix for Parking Lot	150	SY		
	e. Concrete Sidewalk	270	SY		
	f. Concrete Curb & Gutter	125	LF		
24	Thermoplastic Pavement Striping				
	a. 6" White	1,200	LF		
	b. 12" White	140	LF		
	c. 6" Yellow	260	LF		
	d. 24" White Stop Bar	36	LF		

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
25	Furnish and Install Pipeline Markers	6	EA		
26	Tree Removal and Replacement	1	LS		
27	Furnish & Install Bahia Sod	2,000	SY		
28	Furnish & Install Seed and Mulch	300	SY		
29	Pre-Construction Video	1	LS		

BASE BID (Item Nos. 1-29) $_____
(Figures)

_____
(Words)

ADDITIVE ALTERNATE BID					
ITEM NO.	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT COST**	**AMOUNT**
30	Remove and Relocate Irene Vance Memorial Marker	1	LS		

ADDITIVE ALTERNATE BID (Item No. 30) $_____
(Figures)

_____
(Words)

TOTAL BID: BASE BID PLUS
ADDITIVE ALTERNATE BID (Item Nos. 1-30) $_____
(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 **330** calendar days after the date when the Contract Time commences to run, and completed within **360** calendar days after the date when the Contract Time commences to run.

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

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

   (a) Required Bid Security in the form of

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

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

   (b) Equipment, Material, and Subcontractors List

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

   (d) Drug Free Workplace Certificate

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

   (f) 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

(j) Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Public Entity Crime

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

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

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

SUBMITTED on _____, 20___.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By _____
(Corporation Name)

_____
(State of Incorporation)

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

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

_____
(Title)

(Corporate Seal)

Attest _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

Item	Supplier
Section 02614-HDPE Pipe	
Section 02616-Ductile Iron Pipe	
Section 02616-Ductile Iron Fittings	
Section 02623-PVC Pipe	
Section 15101-Gate Valves	
Section 15122-Air Release Valves	

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

TRENCH SAFETY STANDARDS

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

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

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

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

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

LOCAL VENDOR PREFERENCE

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

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

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
   (1) A physical business and location address;
   (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
   (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
   (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
   (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

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

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

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

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

Date: _____, 20____ Signed: _____

Title: _____ Print Name:_____

Entity: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or

☐online notarization, this _____ day of _____, 20_____,

by_____ and who:

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

_____

Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: _____

This page must be completed & notarized.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

COUNTY OF _____

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
   (Title) **(Business Name)**
   non-governmental entity which does 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.

Date: _____, 20___ Signature: _____

Print Name: _____

Title: _____

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

My commission expires: _____

This page must be completed & notarized.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

   By _____

   (print this individual's name and title)

   for _____
   (print name of entity submitting statements)

   whose business address is _____

   and if applicable whose 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)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions 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 any 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 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, nonjury 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:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. 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 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, 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 a relation to the entity submitting this sworn statement. (Please 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ 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 within the past 36 months. AND (Please indicate which additional statement applies).

____ 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 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 within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order 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. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. 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)

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

My commission expires: _____

This page must be completed & notarized.

END OF BID

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

_____
(*hereinafter called Principal*) and

_____
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of _____ with its principal offices in the County of _____, and authorized to do business in the State of Florida, in the full and just sum of _____Dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING (Bid No. 2026-18)** 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 _____, 2026.

Article 1. WORK

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

The work is generally described as follows: The Contractor shall furnish all labor, material, equipment, tools, supervision and any other items required in order to provide a subaqueous horizontal directional drill pipe crossing of the Halifax River and a horizontal directional drill pipe installation along Beach Street from Tomoka Avenue to Lincoln Avenue. The project includes approximately 4,695 linear feet of 18" HDPE force main: 4,515 linear feet of 18" HDPE reclaimed water main; 1,280 linear feet of 16" PVC force main; 1,075 linear feet of 16" reclaimed water main; 3,500 linear feet of 6" HDPE IT conduit strapped to the 18" HDPE reclaimed water main; gate valves; air release valves/vaults; pavement replacement; sodding, restoration and appurtenances.

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

HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING
and **BID NUMBER 2026-18**

Article 2. ENGINEER

The Project has been designed by McKim & Creed, Inc., 139 Executive Circle, Suite 201, Daytona Beach, FL 32114 who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **330** 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 **360** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not

substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars ($ 500.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the lump sum TOTAL BID of $_____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

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

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

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

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

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

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

Article 6. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

Article 7. CONTRACT DOCUMENTS

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

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

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

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

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 37, inclusive).

7.6 Supplementary Conditions (pages 1 to 8, inclusive).

7.7 Specifications bearing the title:

HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

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

7.8 Drawings, consisting of 41 sheets numbered G01 through M07, inclusive and bearing the following general title:

HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

7.9 Addenda numbers __ to __, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 21, inclusive) marked exhibit 00300 (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 _____, 2026.

OWNER: City of Ormond Beach

By: _____

Jason Leslie
Mayor

[CITY SEAL]

Attest: _____

Joyce A. Shanahan
City Manager

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

CONTRACTOR: _____

By: _____

_____
(Title)

[SEAL]

Attest: _____

_____
(Title)

Address for giving notices:

_____

_____

_____

License No. _____

Registered Agent for service process:

_____
(Name)

_____
(Title)

END OF AGREEMENT

SECTION 00610
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a(n) _____ , hereinafter called Principal, and
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING
Bid No. 2026-18

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 _____ (number) counterparts, each one of which shall be 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

_____
(Address)

_____

_____
Attorney-In-Fact

_____
(Address)

_____

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

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

END OF SECTION

SECTION 00615
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a(n) _____ , hereinafter called Principal, and
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING
Bid No. 2026-18

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 _____ (number) counterparts, each one of which shall be 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

_____
(Address)

_____

_____
Attorney-In-Fact

_____
(Address)

_____

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

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

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

_____

Attorney for Owner

This the _____ day of _____, _____

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda -Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid -The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the

effective date of the Agreement and must be in writing to be effective.

1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.

1.26. OWNER - The City of Ormond Beach, Florida.

1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.

1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.

1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall

affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds

that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such

Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their

subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in

accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether

initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to

protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the

right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or

2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees and property. The CONTRACTOR shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures as are reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONTRACTOR acknowledges that such work stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in

inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate

details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this

paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable" , "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price of the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor’s Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to

the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an

extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct

such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfiled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any

rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfiled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;

15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;

15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;

15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;

15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written

notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severely liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

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

Waiver of Right to Jury Trial:

16.8 THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF

ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

Universal Engineering Sciences, Inc.
911 Beville Road
South Daytona, FL 32119
Telephone: (386) 756-1105

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

(f) Professional Liability, Malpractice and/or Errors and Omissions (N/A for construction contracts)

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

D. Requirements for Certificates of Insurance

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

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

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

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such

insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

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

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

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

END OF SECTION

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

DIVISION 1
GENERAL REQUIREMENTS

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: **HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING**
Bid Number: 2026-18

The work is generally described as follows: The Contractor shall furnish all labor, material, equipment, tools, supervision and any other items required in order to provide a subaqueous horizontal directional drill pipe crossing of the Halifax River and a horizontal directional drill pipe installation along Beach Street from Tomoka Avenue to Lincoln Avenue. The project includes approximately 4,695 linear feet of 18” HDPE force main: 4,515 linear feet of 18” HDPE reclaimed water main; 1,280 linear feet of 16” PVC force main; 1,075 linear feet of 16” reclaimed water main; 3,500 linear feet of 6” HDPE IT conduit strapped to the 18" HDPE reclaimed water main; gate valves; air release valves/vaults; pavement replacement; sodding, restoration and appurtenances.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, unit price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:
The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
   Copy of local business tax receipt (where your business is located)
   Copy of State License (if applicable)
   Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 610-0540

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:

Subsurface reports can be found in the Appendix of this Project Manual.

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

Agency:	Contact phone number:
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 610-0400
Ormond Beach Fire Dept. Administration	(386) 229-7090
Ormond Beach Police Dept.	(386) 229-7120
Ormond Beach Public Works Department	(386) 610-0700
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 01014 - MAINTENANCE OF OPERATIONS

PART 1 – GENERAL REQUIREMENTS

1.01 SUMMARY

A. This Section sets forth the requirements for scheduling and performing the work to keep existing essential facilities in continuous dependable operation.

1.02 GENERAL CONSTRAINTS

A. The CONTRACTOR shall keep existing essential facilities in operation at current performance levels unless otherwise specifically permitted in these specifications or approved by the OWNER in writing. Coordinate any system shutdowns with the OWNER sufficiently in advance to provide alternative service. Allowable shutdown times will be at the OWNER’s discretion.

B. Any temporary work, facilities, roads, walks, protection of existing structures, piping, blind flanges, valves, equipment, etc. that may be required within the CONTRACTOR'S work limits to maintain continuous and dependable operation of existing systems shall be furnished and maintained by the CONTRACTOR at no extra cost to the OWNER.

C. The CONTRACTOR shall schedule the work in such a manner so that all existing systems are maintained in continuous operation. All short-term system or partial system shutdowns shall be approved in writing by the OWNER. If, in the opinion of the OWNER/ENGINEER, a shutdown is not required in order for the CONTRACTOR to perform the work, the CONTRACTOR shall utilize alternative methods to accomplish the work. OWNER shall be provided a minimum of thirty (30) days notice of CONTRACTOR'S need for any system shutdown.

D. Required shutdowns shall not begin until all materials are on-hand, pre-assembled, as possible, and ready for installation. Upon commencement of the shutdown period the CONTRACTOR shall proceed with the work continuously, start to finish, until the work is completed and the system is tested, cleared for service, and ready for operation. If the CONTRACTOR completes all required work before the specified shutdown period has ended the OWNER may immediately place the system back in service.

E. The OWNER shall have the authority to order work stopped or prohibited which would, in OWNER’s opinion, unreasonably result in stopping or inhibiting the necessary functions of existing utilities.

F. The OWNER reserves the right to cancel scheduled shutdowns if conditions warrant. Delays to the CONTRACTOR caused by cancellations will be considered in evaluating requests for a time extension. They will not be considered an entitlement to additional compensation. However compensation may be considered at OWNER’s sole discretion.

G. All facilities shall be tested and in operating condition before final tie-ins are made.

1.03 SUBMITTALS

A. The CONTRACTOR shall submit a detailed proposed work sequence showing all critical items of work at the pre-construction meeting as described in the General Conditions.

B. Submit a detailed schedule and process description for proposed testing.

PART 2 – PRODUCTS
(Not Applicable, See General Conditions)

PART 3 – EXECUTION
(Not Applicable, See General Conditions)

END OF SECTION

SECTION 01025 – MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. This section defines the method which will be used to determine the quantities of work performed or materials supplied, and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

A. Where quantities are shown, they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility for the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

A. All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

A. Measurement of Length: Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

B. Measurement of Area: In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

A. Lump Sum Items: Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

B. Unit Price Items: Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

A. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work:

1. Construction surveying.
2. Trench excavation, including necessary pavement removal and removal of

vegetative surfaces.

3. Rental and installation of dewatering equipment and disposal of surplus water.
4. Structural fill, backfill, and grading.
5. Replacement of unpaved roadways, grass and shrubbery plots, unless otherwise noted.
6. Cleanup.
7. Foundation and borrow materials, except as hereinafter specified.
8. Testing and placing system in operation.
9. Any material and equipment required to be installed and utilized for tests.
10. Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
11. Appurtenant work as required for a complete and operable system.
12. Furnishing adequate sanitary facilities for workers.
13. Supporting of existing utilities during construction.
14. Concrete encasement.
15. Shoring, sheeting, and worksite safety.
16. Field offices.
17. Job signs.
18. Power.
19. Maintaining the existing quality of service during construction.
20. Bonds and insurance.
21. Sanitary and potable water supplies.
22. Any and all geotechnical testing.

B. Clean-up: 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.

C. Work outside of Authorized Limits: No payment shall be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

A. Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement.

B. The Applications for Payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

A. As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

B. The following procedures shall be used in processing Change Orders:

1. For Additions to the Work: The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work.

CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

2. For Deletions from the Work: The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.
3. Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.01 BID ITEMS

General

BASE BID

Bid Item No. 1 – Mobilization/Demobilization

Definition. Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The costs of bonds, required insurance, permits and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this item. Demobilization shall be the work of removing temporary facilities from the site. Mobilization/Demobilization shall be limited to a maximum of five percent (5%) of the Bid Price.

Payment. Partial payments for this item will be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
After Contract Execution	10
10	25
25	50
50	75
100	100

These payments will be subject to the standard retainage provided in the agreement. Payment of the retainage will be made after completion of the work and demobilization.

Bid Item No. 2 – Survey and Layout

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment necessary for the establishment of any temporary or permanent control during the extent of the project. Should any existing permanent control be disturbed during construction, the CONTRACTOR shall direct his licensed surveyor to replace the control at no additional cost to the OWNER

Bid Item No. 3 – Erosion and Sedimentation Control

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to provide the required erosion and sedimentation control called out in the specifications and shown on the Detail Drawings of this Contract.

Bid Item No. 4 – Submit Certified "As-Built" Drawings

Payment. Payment of the applicable lump sum price shall be compensation for furnishing all plant, labor, materials and equipment necessary to submit the "as-built" Drawings, certified by a registered land surveyor or professional engineer. The CONTRACTOR's attention is directed to Section 01720. Paragraph 1.04, which addresses the requirements for maintaining up-to-date "as-built" Drawings. Final payment will be withheld until an acceptable set of "As-Built" drawings are delivered and accepted by the ENGINEER and OWNER.

Bid Item No. 5 – Maintenance of Traffic

Payment. Payment of the applicable lump price shall be full compensation for furnishing all plant, labor and materials and equipment necessary to provide the Maintenance of Traffic (MOT) plan shown on the Drawings.

Bid Item No. 6 – Permit Fees and Allowances

Payment. An allowance has been established to reimburse costs associated with the permit fees, inspections and related expenses. This will be paid at actual cost. Allowance can also be used to fund owner-approved items at actual cost plus 10%. Allowance shall only be used based upon prior written approval from the OWNER and ENGINEER. Any funds remaining in this Bid Item after the Contract is completed will remain with the OWNER.

Bid Item No. 7 – Furnish & Install Force Main with Restrained Joints

Measurement. The quantity for payment shall be the actual number of feet of pipe, of each size, that are satisfactorily furnished, installed and restrained, as measured along the length of the centerline of the completed pipeline, without deduction for the length of valves and fittings. Pipe included within the limits of lump sum items will not be measured for payment under this item.

Payment. Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnish and install the force main, including restraining devices, concrete encasement, PE encasement for force main ductile-iron piping and constructing the main complete, including excavation of any type of material, including rock, backfilling with suitable material, and testing of the force main. No separate payment shall be made for locate tape or locate wire required to be installed with buried pipe.

Bid Item No. 8 – Furnish and Install Force Main with Non-Restrained Joints

Measurement. The quantity for payment shall be the actual number of feet of pipe that are satisfactorily furnished and installed, as measured along the length of the centerline of the completed pipeline, without deduction for the length of valves and fittings. Pipe included within the limits of lump sum items shall not be measured for payment under this item.

Payment. Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnish and install the force main, including concrete encasement, PE encasement for force main ductile-iron piping and constructing the main complete, including excavation of any type of material, including rock, backfilling with suitable material, and testing of the force main. No separate payment shall be made for locate tape or locate wire required to be installed with buried pipe.

Bid Item No. 9 – Furnish and Install Reclaimed Water Main with Restrained Joints

Measurement. The quantity for payment shall be the actual number of feet of pipe, of each size, that are satisfactorily furnished, installed and restrained, as measured along the length of the centerline of the completed pipeline, without deduction for the length of valves and fittings. Pipe included within the limits of lump sum items will not be measured for payment under this item.

Payment. Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnish and install the reclaimed water main, including restraining devices, concrete encasement, PE encasement for force main ductile-iron piping and constructing the main complete, including excavation of any type of material, including rock, backfilling with suitable material, and testing of the force main.

No separate payment shall be made for locate tape or locate wire required to be installed with buried pipe.

Bid Item No. 10 – Furnish and Install Reclaimed Water Main with Non-Restrained Joints

Measurement. The quantity for payment shall be the actual number of feet of pipe that are satisfactorily furnished and installed, as measured along the length of the centerline of the completed pipeline, without deduction for the length of valves and fittings. Pipe included within the limits of lump sum items shall not be measured for payment under this item.

Payment. Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnish and install the reclaimed water main, including concrete encasement, PE encasement for force main ductile-iron piping and constructing the main complete, including excavation of any type of material, including rock, backfilling with suitable material, and testing of the force main. No separate payment shall be made for locate tape or locate wire required to be installed with buried pipe.

Bid Item No. 11– Furnish & Install HDPE Pipe by Horizontal Directional Drill

Measurement. The quantity for payment shall be the actual number of feet of pipe, of each DR rating that are satisfactorily furnished and installed, as measured along the surface of the ground, without deduction for the length of valves or fittings.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnish and install the force main and reclaimed water main by the directional drill method to the elevations shown on the Drawings. The cost for transition sleeves, and locate wire shall be included within this pay item. Three strands of locate wire shall be installed with all directionally drilled HDPE pipe. All requirements found within Section 02446, Section 02614 and on the Detail Drawings shall be followed.

Bid Item No. 12 – Furnish and Install 6-Inch HDPE DR 9 Fiberoptic Conduit

Measurement. The quantity for payment shall be the actual number of feet of conduit that is satisfactorily strapped to the 18-inch HDPE reclaimed water pipe.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to satisfactorily strap the conduit to the outside of the 18” HDPE reclaimed water pipe. The stainless steel straps shall be spaced at 10-foot intervals.

Bid Item No. 13 – Furnish & Install 3 - 1¼” Innerducts and One (1) 96 Count Single Mode OSP Fiber

Payment. Payment of the appliable lump sum pipe price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnish and install the four ducts/cable within the 6” conduit.

Bid Item No. 14 – Furnish & Install Compact Ductile Iron Fittings

Measurement. The quantity for payment shall be the number of tons, or decimal part thereof, of fittings satisfactorily furnished and installed. For fittings for use on 48-inch nominal diameter and smaller, fitting weight shall be based on the theoretical weights of body castings, as shown in the tables listed in ANSI/AWWA C153/A21.53, Standard for Ductile-Iron Compact fittings. For any fittings 48-inch and smaller that compact fittings are not available, fittings weights will be based on the theoretical weights of the body castings listed in AWWA C-110. Weights for glands, bolts and gaskets shall not be included with the payment for fitting weights.

Payment. Payment of the applicable unit price per ton shall be full compensation for furnishing all plant, labor, material and equipment necessary to furnish and install fittings complete with connections. Cost for restrained joints and thrust anchorage shall be included in the unit price per linear foot for pipe.

Bid Item No. 15 – Furnish & Install Valves and Valve Boxes

Measurement. The quantity for payment shall be the number of valves, of each size, that are satisfactorily furnished and installed

Payment. Payment of the applicable unit price for each valve shall be full compensation for furnishing all plant, labor, materials and equipment necessary to install the valve complete with box and cover. The cost to construct the concrete pad around the valve box and the gravel support under the valve, shall be included within this pay item.

Bid Item No. 16 – Cut-Ins and Connections to Existing Mains

Measurement. The quantity for payment shall be the number of cut-ins or connections satisfactorily completed. Type of cut-in or connection will be identified and paid for on the following basis:

Type a. ***Wet Tap Connection***. Connection made with a tapping sleeve and tapping valve, by use of a wet tapping machine: Measurement based upon nominal diameter of main to which tap is made and nominal diameter of branch.

Payment. Payment will be made at the applicable unit price for each size. Such price and payment shall be full compensation for furnishing and installing the tapping sleeve, tapping valve and valve box, and making the tap or cut into the existing main. Other pipe fittings as necessary to complete the connection shall be paid for at the Contract Unit Price for the applicable item. The cost to replace the VCP sanitary main with C-900 pipe, and the cost for the sewage bypass pumping, at both S. Halifax Drive and N. Beach Street, shall be included in the cost for the wet tap connections.

Type b. ***Cut-in Connection***. Cut-in made by cutting the main, installing a fitting, valve, or both, and reconnecting the main by means of additional pipe, fittings or sleeves. Measurement shall be based upon the size of main into which the fitting or valve is inserted.

Payment. Payment shall be paid at the applicable unit price for each size. Such price and payment shall be full compensation for furnishing and installing the cut-in fitting or sleeve, or valve and valve box, and making the cut into the existing main. Pipe fittings as necessary to complete the connection shall be paid for at the Contract Unit Price for the applicable item.

Bid Item No. 17 – Furnish and Install Air Release Valve Assembly and Vault

Measurement. The quantity for payment shall be the number of air release valve assemblies that are satisfactorily furnished and installed.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, material and equipment necessary to construct the standard air release valve assembly and vault at the locations shown and according to the details shown on the Drawings.

Bid Item No. 18 – Furnish and Install Fiberoptic Conduit Splice Box

Measurement. The quantity for payment shall be the actual number of fiberoptic splice boxes that are satisfactorily furnished and installed.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to furnish and install the splice boxes at the locations shown and according to the Detail drawings.

Bid Item No. 19 – Removal of Unsuitable Material

Definition. Unsuitable material is defined as material not recommended for use to support the pipe within the trench. The material shall be completely removed and segregated from the other backfill material which is suitable for placement in the trench.

Measurement. Measurement of unsuitable material removal shall be the number of cubic yards, within the following limitations:
Where unsuitable material is encountered in the trench, the area of removal shall be computed by multiplying the actual depth of the unsuitable material removed to a depth of four (4) inches below the bottom of the unsuitable material by a 40-inch width for any size pipe.

All undercut trench excavation shall be backfilled with suitable materials and made firm and unyielding as specified in Section 02200: Earthwork.

Payment. Payment for unsuitable material removal shall be made as an extra over and above the price bid for pipeline work and shall include all incidentals necessary to satisfactorily remove the material. Payment shall be made at the applicable price per cubic yard listed in the Bid Form.

Bid Item No. 20 – Furnish and Install Select Fill Material

Measurement. The quantity for payment shall be the actual number of cubic yards of select fill material that is satisfactorily furnished and placed in the pipe trench.
Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to acceptably place and compact the fill material within the pipe trench. The select fill material shall be clean sand, free from organic material, roots, debris and rocks larger than 2-inches and having less than 10% passing the No. 200 sieve.

Bid Item No. 21 – Cleaning and Pigging of Force Main/Reclaimed Water Main

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to provide cleaning and pigging of the force main and reclaimed water mains in this project. The cleaning and pigging shall follow Section 02660 of these Specifications.

Bid Item No. 22 – Furnish and Install Pig Launch Assembly

Measurement. The quantity for payment shall be the actual number of pig launch assemblies that are satisfactorily constructed.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to construct the pig launch assemblies, at the locations shown, and according to the Standard Details.

Bid Item No. 23 – Pavement Removal and Replacement

General: For purposes of payment under this paragraph, the following shall apply:

1. Pavement classification shall be based upon the type of surface, or if special details are shown, in accordance with the Details.

2. Pavement replacement shall include earth/flowable fill backfill, stabilized subgrade, base, prime and tack coat, and asphalt wearing course.

3. No differentiation shall be made between types of concrete curbs, curbs and gutters, and valley gutters.

4. No payment shall be made under this item for pavement replacement within the limits of highway crossings or special crossing lump sum pay items.

5. Sidewalks shall match existing thickness or four inches (4”), whichever is greater. Contraction and expansion joint spacing shall match existing.

6. Thermoplastic markings shall duplicate what was removed.

Measurement. The quantity for payment shall be the actual number of square yards of pavement, of each type, acceptably replaced, measured along the centerline of the trench and of the actual width of pavement replaced within the following limitations:

1. Force/Reclaimed Water Mains – Maximum width eight feet (8’) or as shown on the Drawings.

2. Where special details require widths in excess of the specified amounts, payment will be made for the added width within the limits as shown on the details.

3. Measurement for lengths at intersections will be from the edge of the main trench allowance.

4. The maximum width of pavement overlay shall be the width shown on the Drawing.

Payment. Payment for pavement, driveway or sidewalk replacement shall be made at the applicable unit price per square yard for the actual quantity of each item satisfactorily replaced. Such payment shall be full compensation for furnishing all plant, labor, materials, equipment and incidentals and constructing the applicable item, including cleanup. Payment for concrete curb and gutter and thermoplastic striping shall be made at the applicable price per linear foot.

Bid Item No. 24 – Thermoplastic Pavement Striping

Measurement. The quantity for payment shall be the actual number of linear feet of thermoplastic pavement striping, of each type, that are satisfactorily applied to the finished and cured asphalt pavement.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnish and install the thermoplastic pavement striping according to the latest FDOT Road & Bridge Specifications. The cost to furnish and install paint striping, as a preliminary measure and prior to the application of the permanent thermoplastic striping, shall be included in the cost for this Bid Item.

Bid Item No. 25 – Furnish & Install Pipeline Markers

Measurement. The quantity for payment shall be the actual number of pipeline markers that are satisfactorily furnished and installed.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to furnish and install the markers at the locations shown and according to the Detail Drawings.

Bid Item No. 26 – Tree Removal and Replacement

Payment. Payment of the applicable lump sum price will be full compensation for furnishing all plant, labor, materials and equipment necessary to remove the trees shown on the Drawings, along S. Beach Street, and replace them with the species and size called out on Sheet C10.

Bid Item No. 27 – Furnish & Install Bahia Sod

Measurement. The quantity for payment shall be the actual number of square yards of sod, of all types, that are satisfactorily replaced, according to the limits of replacement shown on the Drawings.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials, equipment and incidentals to furnish and install the sod according to the limits of replacement shown on the Drawings. All areas disturbed by the construction activities shall be sodded. Sod shall be replaced in accordance with Section 02801. Payment shall include watering and maintenance until the project is complete and certified. Dead or insect infested sod shall be replaced by the CONTRACTOR at no cost to the OWNER if damage occurs up to the time the project is accepted.

Bid Item No. 28 – Furnish & Install Seed and Mulch

Measurement. The quantity for payment shall be the actual number of square yards of seed and mulch, that are satisfactorily replaced, according to the limits of replacement shown on the Drawings.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary for the complete installation and fertilization of seed and mulch according to the limits of replacement shown on the Drawings. Hydroseeding may be utilized if submitted to the OWNER for review prior to the start of work. Seed and mulch shall be installed in accordance with Section 02801.

Bid Item No. 29 – Pre-Construction Video

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to perform the preconstruction video of the entire project according to the details contained within Section 01390 of this Project Manual.

ADDITIVE ALTERNATE BID

Bid Item No. 30 – Remove and Relocate Irene Vance Memorial Marker

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to remove and relocate the memorial marker from its present location to the historical society building located on the West Side of North Beach Street. The memorial shall be located adjacent to the sitting bench and shall duplicate the display feature of the existing mark

END OF SECTION

SECTION 01027 – APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.

B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.

C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

1. CONTRACTOR'S Construction Schedule.
2. Application for Payment forms, including Continuation Sheets.
3. List of subcontractors.
4. List of products.
5. List of principal suppliers and fabricators.
6. Schedule of submittals.

D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.

E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.

F. Include the following Project identification:

1. Project name and location.
2. Name of ENGINEER.
3. Project number.
4. CONTRACTOR'S name and address.
5. Date of submittal.

G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

1. Related Specification Section or Division.
2. Description of Work.
3. Name of subcontractor.
4. Change Orders (numbers) that affect value.
5. Dollar value.
6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.

I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.

J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.

K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.

L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.

M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.

1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.

O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. CONTRACTOR'S Construction Schedule (preliminary if not final).
5. Submittal Schedule (preliminary if not final).
6. List of CONTRACTOR'S staff assignments.
7. Copies of building permits.
8. Copies of licenses from governing authorities.
9. Certificates of insurance and insurance policies.
10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:

1. Project.
2. Application number and date.
3. Detailed list of enclosures.
4. For stored products:

a. Item number and identification as shown on application.
b. Description of specific material.

B. Submit one (1) copy of data and cover letter for each copy of application.
C. Submit requisite number of photographs with each application.

D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.

E. Submit certified payroll sheets for CONTRACTOR'S forces and all Subcontractors for the month preceding the submitted application.

F. Submit revised monthly progress schedules with each month's Application for Payment, including cash flow projections.

G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.

B. Administrative actions and submittals that shall precede or coincide with this application include the following:

1. Occupancy permits.
2. Warranties and maintenance agreements.
3. Test/adjust/balance records.
4. Maintenance instructions.
5. Meter readings.
6. Changeover information related to OWNER'S occupancy.
7. Final cleaning.
8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements and submittals including As-Built Survey.
2. Completion of items specified for completion after Substantial Completion.
3. Transmittal of Project construction records to the OWNER.
4. Certified property survey.
5. Proof that taxes, fees, and similar obligations were paid.
6. Removal of temporary facilities and services.
7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01040 – COORDINATION

PART 1 – GENERAL

1.01 PROJECT COORDINATION

A. The CONTRACTOR shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. The work of subcontractors.
2. The flow of material and equipment from suppliers.
3. The effort of equipment manufacturers during test and checkout.
4. Interrelated work with public utilities companies.
5. The interrelated work with the OWNER where tie-ins to existing facilities are required.
6. The effort of independent testing agencies.

1.02 CUTTING AND PATCHING

A. The CONTRACTOR shall do all cutting, fitting and patching of his work that may be required to make its several parts come together and integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and the others whose work will be affected.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01045 – CUTTING AND PATCHING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. This Section establishes general requirements pertaining to cutting (including excavating), fitting, and patching of the Work required to:

1. Make the several parts fit properly.
2. Uncover Work to provide for installation.
3. Remove and replace Work not conforming to requirements of the Contract Documents.
4. Rework existing items to provide for new construction.

1.02 QUALITY ASSURANCE

A. Perform all cutting and patching in strict accordance with pertinent requirements of these Specifications and, in the event no such requirements are determined, in conformance with the ENGINEER'S written direction.

B. Codes and standards for work of this Section will be the same as for the pertinent sections of this Specification.

1.03 SUBMITTALS

C. Request for ENGINEER'S Consent

1. Prior to cutting any item which affects structural safety, submit written request to the ENGINEER for permission to proceed with cutting.
2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify the ENGINEER and secure his written permission prior to proceeding.

D. Notice to the ENGINEER.

1. Submit written notice to the ENGINEER designating time the Work will be uncovered to provide for the Engineer's observation.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Materials used in the replacement of existing work and the construction of work in conjunction with cutting and patching will be new unless prior approval from the ENGINEER has been obtained to re-use existing materials.

2.02 FABRICATION

A. The materials and methods used in the fabrication of items required under this Section will comply with the individual sections of this Specification that have to do with new construction.

PART 3 – EXECUTION

3.01 CONDITIONS

A. Examination

1. Examine existing conditions, including elements subject to movement or damage during cutting, excavating, backfilling, and patching.
2. After uncovering the Work, inspect conditions affecting installation of the new Work.

B. Discrepancies

1. If uncovered conditions are not as anticipated, immediately notify the ENGINEER and secure needed directions.
2. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 PREPARATION PRIOR TO CUTTING

A. Provide all required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work.

3.03 PERFORMANCE

A. Perform all required excavating and backfilling as required under pertinent Sections of these Specifications. Perform cutting and demolition by methods which will prevent damage to other portions of the Work and will provide proper surfaces to receive installation or repair and new work. Perform fitting and adjustment of products to provide finished installation complying with the specified tolerances and finishes.

END OF SECTION

SECTION 01050 – FIELD ENGINEERING

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Provide field engineering service for project as indicated on Drawings and specified in this Section.

1.02 QUALIFICATIONS OF SURVEYOR OR ENGINEER

A. Florida Registered Engineer or Land Surveyor.

1.03 SURVEY REFERENCE POINTS

A. Existing basic horizontal and vertical control points are designated on Drawings. All elevations are referred to NGVD 1988. Establish all vertical and horizontal controls required for construction.

B. Locate and protect control points prior to starting site work, and preserve permanent reference points during construction.

1. Make no changes or relocations of such points without prior written notice to ENGINEER.
2. Report to ENGINEER when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
3. Require surveyor to replace control points which may be lost or destroyed. Establish replacements based on original survey control.
4. ENGINEER will identify existing control points and properly line corner stakes indicated on Drawings, as required.

1.04 PROJECT SURVEY REQUIREMENTS

A. Establish a minimum of two (2) permanent bench marks on the project site, all referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Project Record Documents.

B. Establish lines and levels, locate and lay out, by instrument and similar appropriate means.

1. Site improvements.
2. Building foundation, column locations, floor levels and roof levels.
3. Controlling lines and levels required for mechanical and electrical trades.

C. Verify layouts by same methods from time to time.

1.05 RECORDS

A. Maintain a complete, accurate log of control and survey work as it progresses.

B. On completion of foundations and major site improvements, prepare a certified survey showing finished dimensions, locations, angles and elevations of construction.

1.06 SUBMITTALS

A. Submit name and address of surveyor or professional engineer to ENGINEER.

B. On request of ENGINEER, submit documentation to verify accuracy of field survey work.

C. Submit certificate signed and sealed by a State of Florida Registered Engineer or Land Surveyor certifying that elevations and locations of improvements are in conformance with Contract Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01065 – PERMITS AND FEES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Obtain and pay for all permits and licenses including, but not limited to, all construction and Right-of-Way utilization permits.

B. Permits by CONTRACTOR: CONTRACTOR will apply for and OWNER will pay for the following permits:

City of Ormond Beach Building Permit and/or Driveway Permit (if applicable)

C. Permits by CONTRACTOR: CONTRACTOR will apply for and CONTRACTOR will pay for the following permits:

St. Johns River Water Management District Dewatering Permit (if applicable)

D. Permits by OWNER: The OWNER has applied and paid for the following permits:

Florida Department of Environmental Protection Permit to Construct a Domestic Wastewater Collection / Transmission System

Florida Department of Environmental Protection Environmental Resource Permit

Army Corps of Engineers River Crossing Permit

Florida Department of Environmental Protection Sovereign Lands Easement Permit

Volusia County Utility Permit

Florida Department of Transportation Utility Permit

E. Copies of the permits obtained by the OWNER are attached as an Appendix or will be distributed at the Pre-Construction Conference.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

Florida Department of Transportation Utility Permit
County of Volusia Utility Right-of-Way Use Permit

END OF SECTION

SECTION 01070 – CODES, REFERENCES AND ABBREVIATIONS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Referenced standards and abbreviations.

1.02 REFERENCED STANDARDS

A. Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.

B. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

1.03 ABBREVIATIONS

The following are definitions of abbreviations used within the Project Manual:

AA	Aluminum Association, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMA	Acoustical Materials Association
AMCA	Air Movement and Control Association, Inc.
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWMA	Aluminum Window Manufacturer's Association

AWPA	American Wood Preserves Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers Institute
AWS	American Welding Society, Inc.
AWWA	American Water Works Association
CPSC	U.S. Consumer Product Safety Commission
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards and National Bureau of Standards
FBC	Florida Building Code
FM	Factory Mutual Research Corp.
FS	Federal Specifications
FS	Florida Statutes
GA	Gypsum Association
HI	Hydraulic Institute
IEEE	Institute of Electrical and Electronic Engineers
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board of Fire Underwriters
NCMA	National Concrete Masonry Association
NECA	National Electrical Contractors’ Association
NEMA	National Electrical Manufacturers' Association
NFiPA	National Fire Protection Association
NFoPA	National Forest Products Association
NSF	National Sanitation Foundation
PCA	Portland Cement Association
PCI	Precast Prestressed Concrete Institute
PS	Product Standards National Institute of Standards and Technology

SDI	Steel Door Institute
SJI	Steel Joist Institute
SMACCNA	Sheet Metal and Air Conditioning Contractors' National Association, Inc.
SSPC	Structural Steel Painting Council
UL	Underwriters Laboratories, Inc.

1.04 CODES AND GOVERNMENTAL DEPARTMENTS

CFR	Code of Federal Regulations
EPA	Environmental Protection Agency
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FAC	Florida Administrative Code
NEC	National Electric Code (Published by NFiPA)
OSHA	Occupational Safety and Health Act

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01100 – SPECIAL PROJECT PROCEDURES

PART 1 – GENERAL

1.01 PUBLIC NUISANCE

A. The CONTRACTOR shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

B. Sound levels measured by the OWNER shall not exceed 50 dBA from 7:00 P.M. to 7:00 A.M. or 60 dBA from 7:00 A.M. to 7:00 P.M. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the OWNER for excessive noise shall not relieve the CONTRACTOR of the other portions of this Specification including, but not limited to, completion dates and bid amounts.

C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

D. During the time frame for the pull-back activity of the horizontal directional drill, working hours may be adjusted to accommodate continuous pull-back. CONTRACTOR to notify OWNER for approval of extended working hours.

1.02 SUSPENSION OF WORK

A. During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the OWNER as to suspensions shall be final and binding. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather or otherwise; and, if the OWNER shall so direct, rubbish and surplus materials shall be removed.

1.03 SPECIAL REQUIREMENTS

A. The following requirements shall govern:

1. No additional payment will be made for pumping or other difficulties encountered due to water.
2. The CONTRACTOR shall, prior to interrupting a utility service (water, sewer, etc.) for the purpose of making cut-ins to the existing lines or for any other purposes, contact the OWNER and make arrangements for the interruption which will be satisfactory to the OWNER.
3. All equipment delivered to the job site shall be properly protected from dirt, dust, dampness, water and any other condition detrimental to the life of the equipment from the date of delivery to the time that control of the equipment is assumed by the OWNER. If any equipment is delivered to the job site before any building thereon is enclosed, it shall be housed in a temporary, structurally rigid, watertight enclosure.
4. Certain information regarding the reputed presence, size, character and location of existing underground structures, pipes and conduits has been shown on the

Contract Drawings. There is no certainty of the accuracy of this information, and the location of underground structures shown may be inaccurate and other obstructions than those shown may be encountered. The CONTRACTOR hereby distinctly agrees that the OWNER is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; and that consideration for equitable compensation will be made for conditions materially different from those shown on the Drawings, as determined by the OWNER.

1.04 JURISDICTIONAL DISPUTES

A. It shall be the responsibility of the CONTRACTOR to pay all costs that may be required to perform any of the work shown on the Drawings or specified herein in order to avoid any work stoppages due to jurisdictional disputes. The basis for subletting work in question, if any, shall conform to precedent agreements and decisions on record with the Building and Construction Trades Department, AFL-CIO, dated June, 1973, including any amendments thereto.

1.05 PUMPING

A. The CONTRACTOR, with his own equipment, shall do all pumping necessary to prevent flotation of any part of the structures during construction operations.

B. The CONTRACTOR shall, for the duration of the Contract and with his own equipment, pump out water which may seep or leak into the structures. Operating areas shall be kept dry at all times. The extent of pumping required in non-operating areas shall be determined by the ENGINEER.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01200 – PROJECT MEETINGS

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Project meetings shall be scheduled as needed throughout the progress of the work. The ENGINEER or the CONTRACTOR shall be responsible for scheduling the meetings, preparing the agenda, distributing written notice of each meeting not less than four days in advance of the meeting date, making physical arrangements for the meeting, presiding at the meeting, recording the minutes (including all significant proceedings and decisions), and reproducing and distributing copies of the minutes to all participants and all parties affected by decisions made.

B. Representatives attending the meetings shall be qualified and authorized to act on behalf of the entity that they represent.

1.02 PRE-CONSTRUCTION CONFERENCE

A. A pre-construction conference will be held prior to beginning any work under the Contract. ENGINEER will schedule the conference in consultation with OWNER and CONTRACTOR.

B. CONTRACTOR shall be ready to submit his anticipated progress schedule, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of work.

C. The pre-construction conference will be attended by representatives of OWNER, ENGINEER, utility companies who will be affected by the work, and such of CONTRACTOR'S subcontractors as he wishes to attend.

1.03 PROGRESS MEETINGS

A. Regular progress meetings shall be held during the construction period. At these meetings the CONTRACTOR shall submit any updated progress schedules, advise OWNER and ENGINEER of any anticipated delays or problems in the progress of the work, and discuss any problems or events which affect the progress.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01310 – ADMINISTRATIVE REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Meetings, construction progress documentation, submittals, record documents.

1.02 PRECONSTRUCTION CONFERENCE

A. The OWNER will schedule a preconstruction conference prior to beginning the Work to review shop drawing procedures, submittal requirements, and construction administration requirements (project coordination and communication). The CONTRACTOR shall bring to the preconstruction conference the proposed construction schedule, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of work. All will be reviewed with the OWNER during the meeting.

1.03 PROGRESS MEETINGS

A. The frequency of progress meetings shall be determined during the preconstruction conference. As a minimum, progress meetings shall be held once per month during construction.

B. The CONTRACTOR and OWNER shall attend the progress meetings.

1.04 PROGRESS SCHEDULES AND REPORTS

A. Within 10 days after the effective date of the Agreement, the CONTRACTOR shall submit to the ENGINEER for review and acceptance, an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of value of the work. Include sub-schedules of related activities which are essential to its progress.

B. Revised schedules shall be submitted periodically as changes become apparent.

C. Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

D. Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

E. Progress Reports: The CONTRACTOR shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.05 SCHEDULE OF VALUES

A. At least 10 days prior to submitting the first Application for a progress payment, the CONTRACTOR shall submit to the ENGINEER a schedule of values of the work. This schedule shall be satisfactory in form and substance to the ENGINEER. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the ENGINEER, it shall be incorporated into the form of Application for Payment discussed and agreed upon at the preconstruction conference.

B. Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The OWNER or ENGINEER do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the CONTRACTOR claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

1.06 DEFINITIONS

A. Shop Drawings: Shop drawings are original drawings, prepared by the CONTRACTOR, a subcontractor, supplier, or distributor, which illustrate some portion of the Work; showing fabrication, layout, setting, or erection details. Shop drawings shall be prepared by a qualified detailer and shall be identified by reference to sheet and detail numbers on the Contract Drawings.

B. Product Data: Product data are manufacturer's standard schematic drawings and manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data. Catalog sheets, brochures, etc., shall be clearly marked to identify pertinent materials, products, or models.

C. Samples: Samples are physical examples to illustrate materials, equipment, or workmanship and to establish standards by which work is to be evaluated.

D. Miscellaneous Submittals: Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.07 SUBMITTAL REQUIREMENTS

A. Prior to submission, thoroughly check shop drawings, product data, and samples for completeness and for compliance with the Contract Documents. Verify all field measurements, quantities, dimensions, specified performance criteria, fabrication, shipping, handling, storage, assembly, installation, and safety requirements.

B. Coordinate the submittals with the requirements for other related work.

C. Notify the ENGINEER, in writing at the time of submission, of deviations in submittals from

the requirements of the Contract Document. The CONTRACTOR'S responsibility for deviations in submittals from the requirements of the Contract Documents is not relieved by the ENGINEER'S review of submittals, unless the ENGINEER gives written acceptance of specific deviations.

D. Submit at least six (6) copies of each shop drawing and product data. The specific number of copies required of all submittals will be determined during the preconstruction meeting. Submit the number of samples indicated in the individual Specification Sections.

E. Where a specific product manufacturer and model number is listed in individual specification sections and is proposed by the CONTRACTOR to be used, full submittal of product data is not required. In this case, submit in letter format the name of the product, manufacturer, model number, specification section, and name of project. Certify the identified product is proposed to be used in the project.

F. Shop drawings, product data, and samples shall be accompanied by a letter of transmittal referring to the name of the project and to the specification page number and/or Drawing number for identification of each item. Submittals for each type of work shall be numbered consecutively, and the numbering system shall be retained throughout all revisions.

G. Submittals shall bear the CONTRACTOR'S stamp of approval certifying that they have been checked and indicate appropriate specification section and/or drawing location. Submittals without the CONTRACTOR'S initialed or signed certification stamp and submittals which, in the ENGINEER'S opinion, are incomplete, contain numerous errors or have not been properly checked, will be returned unchecked by the ENGINEER for resubmission.

H. Begin no work which requires submittals until return of submittals with ENGINEER stamp and initials or signature indicating the submittal has been approved.

I. Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules.
2. Special casings.

J. In addition to the above, the manufacturer shall submit through the CONTRACTOR copies of the results of the tests performed by an independent laboratory that demonstrate compliance with the reference specification for:

1. Ductile iron pipe
2. Casing pipe
3. PVC pipe
4. Asphaltic materials

1.08 ENGINEER'S REVIEW OF SUBMITTALS

A. ENGINEER'S review and approval of submittals will not extend to means, methods, techniques, sequences, procedures of construction, or to safety precautions.

B. The review and approval of a separate item will not indicate approval of the assembly in

which the item functions. ENGINEER'S review and approval of submittals shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents.

C. The ENGINEER will review submittals with reasonable promptness. The ENGINEER'S review of submittals shall not be construed as a complete check and shall not relieve the CONTRACTOR from responsibility for complete compliance with the Contract requirements.

D. No corrections, changes, or deviations indicated on submittals reviewed by the ENGINEER shall be considered as a change order.

E. Where review of submittals is required by the Owner of other agencies, the ENGINEER will forward the appropriate submittals(s) to these parties after ENGINEER review. Once review of all parties is complete, the submittal(s) will be returned to the CONTRACTOR reflecting the review of all parties.

F. If the submittal is not satisfactory, one copy of the submitted item will be retained by the ENGINEER and all other copies returned to the CONTRACTOR for appropriate action.

G. In the event a third submittal is required, due to previous submittals of incomplete or incorrect data or not in compliance with the Contract Documents, the CONTRACTOR will be charged one-half of the cost incurred by the ENGINEER for the review of the third submittal. The CONTRACTOR shall bear the total cost incurred by the ENGINEER for all subsequent reviews. The ENGINEER costs charged to the CONTRACTOR will be at the cost plus rate generally charged by the ENGINEER and will be deducted by the OWNER from payments due to the CONTRACTOR.

H. Distribution of copies of acceptable submittals will be as mutually determined by the CONTRACTOR, OWNER, and ENGINEER on an individual item basis during or following the preconstruction conference.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01390 – COLOR AUDIO-VIDEO PRE-CONSTRUCTION RECORD

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Prior to commencing the Work, the CONTRACTOR shall have a continuous color audio-video digital recording taken within the confines of, and adjacent to, Riverside Drive, Casements Drive, S. Halifax Drive, Tomoka Avenue, South Beach Street and North Beach Street, to serve as a record of pre-construction conditions.

1.02 APPROVAL

A. No construction shall begin prior to review and approval of the audio-video DVD recording covering the Project by the OWNER. The OWNER shall have the authority to reject all or any portion of the audio-video DVD recordings not conforming to specifications and order that it be redone at no additional charge.

B. The CONTRACTOR shall reschedule unacceptable coverage within five (5) days after being notified. The OWNER shall designate those areas, if any, to be omitted from or added to the audio-video coverage.

C. The DVD recordings shall not be made more than thirty (30) days prior to construction in any area. All DVD's and written records shall become property of the OWNER.

1.03 PROFESSIONAL VIDEOGRAPHERS

A. The CONTRACTOR shall engage the services of a professional videographer. The color audio-video recording shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-video documentation.

B. The videographer shall furnish to the OWNER, a list of all equipment to be used for the audio-video recording, i.e., manufacturer's name, model number, specifications and other pertinent information.

C. The videographer shall furnish the OWNER with additional information including the names and addresses of two references that the videographer has performed color audio-video recordings for projects of a similar nature within the last twelve (12) months.

1.04 PHOTOGRAPHS OF LINE WORK

A. The CONTRACTOR shall make provision at his expense for photographs to be taken just prior to construction and for unusual conditions during construction. The photographs shall show pertinent physical features along the line of construction prior to start of construction. Two 4-inch x 6-inch prints of all pictures shall be furnished to the OWNER's representative.

PART 2 – PRODUCTS

2.01 COLOR PRINTS

A. Paper:
   1. Double Weight
   2. Finish: Smooth Surface, Glossy
   3. Size: 8-inch x 10-inch

B. Identify Each Print on Back, Listing:

   1. Name of Project
   2. Orientation of View
   3. Date and Time of Exposure
   4. Name and Address of Photographer

2.02 DVD's

A. Audio-video DVD's shall be new. The DVD used for the recordings shall be professional quality 12 cm color DVD media that conforms to either DVD-R or DVD+R recording standards using high quality DVD video and audio bitrates. Reprocessed disks will not be acceptable. The recorded DVD's shall be compatible for playback with any standard DVD-R or DVD+R player.

PART 3 – EXECUTION

3.01 TECHNIQUE

A. Factual Presentation

B. Correct Exposure and Focus

   1. High resolution and sharpness.
   2. Maximum depth of field.
   3. Minimum distortion

3.02 DELIVERY OF PRINTS

A. Deliver prints to ENGINEER to accompany each Application for Payment.

3.03 EQUIPMENT

A. All equipment, accessories, materials, and labor to perform this service shall be furnished by the CONTRACTOR or professional videographer.

B. The total audio-video recording system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the Project as well as those more subjective requirements of high quality audio and video production. The video portion of the recording shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, or any other form of picture imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume, clarity and be free from distortion.

C. When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall not be more than ten feet (10'). In some instances, audio-video recording coverage may be required in areas not accessible by conventional wheeled vehicles. Such

coverage shall be obtained by walking or special conveyance approved by the OWNER.

D. The color video camera used in the recording system shall record the color signal with a minimum horizontal resolution of 350 lines, a luminance signal to noise ratio of 45 dB, and a minimum illumination requirement of 25-foot candles.

3.04 RECORDED INFORMATION - AUDIO

A. Each DVD shall begin with the current date, project name and be followed by the general location, i.e., viewing side and direction of progress. The audio tract shall consist of an original live recording. The recording shall contain the narrative commentary of the videographer, recorded simultaneously with its fixed elevation video record of the zone of influence of construction.

B. The OWNER reserves the right to supplement the audio portion of the recording as deemed necessary. A representative of the OWNER shall be selected to provide such narrative.

3.05 RECORDED INFORMATION - VIDEO

A. All video recordings shall, by electronic means, display on the screen the time of day, the month, day and year of the recording. This time and date information must be continuously and simultaneously generated with the actual recording.

B. All DVD’s and their storage cases shall be identified by DVD index number, project title, and general project location. Each DVD shall have a log of that recording's contents displayed on the storage case of each DVD. The log shall describe the various segments of coverage contained on that DVD in terms of the names of streets or easements, coverage beginning and end, directions of coverage, video unit counter numbers, engineering stationing numbers and the date.

3.06 LIGHTING

A. All recordings shall be done during times of good visibility. No recording shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.

3.07 SPEED OF TRAVEL

A. The rate of speed in the general direction of travel of the vehicle used during taping shall not exceed 440 feet per minute (5 mph). Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

B. If the project is a pump station site, the rate of speed of travel shall not apply.

3.08 AREA OF COVERAGE

A. Recordings shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing driveways, sidewalks, curbs, pavements, ditches, mailboxes, landscaping, culverts, buildings, vaults, concrete pads, fences, signs, and headwalls within the area covered.

END OF SECTION

SECTION 01400 – QUALITY CONTROL

PART 1 – GENERAL

1.01 TESTING LABORATORY SERVICES

A. Arrangements for testing laboratory services will be made by CONTRACTOR. Payment for testing to show compliance with specified requirements will be paid for by OWNER. The cost of retesting when materials and workmanship fail to meet specified requirements will be deducted from monies due CONTRACTOR.

1.02 LABORATORY STANDARDS

A. Testing laboratories shall conform to the applicable requirements of ASTM E329-77, STANDARD RECOMMENDED PRACTICE FOR INSPECTION AND TESTING AGENCIES FOR CONCRETE, STEEL AND BITUMINOUS MATERIALS AS USED IN CONSTRUCTION, LATEST EDITION, and shall be inspected and approved by the ELF/FC&PA Joint Technical Committee, Inc., or by an equivalent recognized national authority.

B. Agents of testing laboratories performing field sampling and field testing of concrete shall be certified by the American Concrete Institute as Concrete Field Testing Technicians Grade 1 or by an equivalent recognized national authority for an equivalent level of competence, or shall be licensed Professional Engineers.

1.03 ACCESS FOR INSPECTION

A. OWNER, ENGINEER and their authorized representatives shall be permitted free access and every reasonable facility for the inspection of all Work, materials and equipment. OWNER and his authorized representatives shall also be permitted to inspect payrolls, invoices for materials and equipment. OWNER and his authorized representatives shall also be permitted to inspect payrolls, invoices for materials and equipment and other relevant data and records.

B. Authorized representatives of Federal, State or local agencies shall be permitted access to inspect for compliance with applicable laws, regulations and permit requirements.

1.04 PRESSURE TESTING OF PIPE

A. For testing of HDPE pipe, in addition to the 150 psi test for 2 hours required when the pipe has been installed, HDPE pipe shall be tested, above grade, for one (1) hour at fifty (50) psi when using water or five to 10 (5-10) psi for one (1) hour when using air. At each welded joint, apply soapy water to detect any leaks.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, 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.

B. Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-along plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

C. Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

A. The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

i.) Sanitary
ii.) Storm Sewer or Open Drainage/Run-off Control
iii.) Refuse/Waste Collection

Temporary Sanitary Facilities:

A. 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.

B. 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.

C. 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

A. 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 386-610-0700.

B. 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:

A. 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:

A. The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

A. 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:

A. 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:

A. 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.

B. 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.

C. 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.

D. 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:

A. 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.

B. Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

A. All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

B. Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

C. After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

A. 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.

B. 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.

C. 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

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 01541 - PROTECTION OF THE WORK AND PROPERTY

PART 1 – GENERAL REQUIREMENTS

1.01 SUMMARY

A. This Section sets forth the requirements and responsibilities to protect the work and all public and private property and improvements above and below ground from aesthetic and structural damage during the performance of the work in compliance with contract Bid Documents.

B. The OWNER property (Casements) on the east side of the Halifax River is to be maintained and protected as much as possible during and following construction activities. The work area is to be confined to the smallest, but safe working footprint in order to protect existing trees, vegetation and property.

1.02 BARRICADES AND WARNING SIGNALS

A. Where Work is performed on or adjacent to any roadway, right-of-way, or public place, CONTRACTOR will provide barricades, fences, lights, warning signs danger signals; watchmen, and will take other precautionary measures for the protection of persons or property and of the work. Barricades will be MUTCD compliant for the condition for which they are used. CONTRACTOR will use new or almost new looking barricades to demonstrate the importance of the warning device.

1.03 TREE AND PLANT PROTECTION

A. CONTRACTOR will protect unique species, significant and or historical existing trees adjacent to the site that are shown or designated to remain in place against unnecessary cutting, breaking or skinning of trunk, branches, bark or roots. The CONTRACTOR will utilize the services of a Florida licensed arborist for protective services if so directed by the OWNER. Those trees that are shown to be removed shall be removed and replaced with identical species.

B. Materials, fuels, lubricants, chemicals, fire or equipment will not be stored or parked within the drip line.

C. Temporary fences or barricades in keeping with regionally recognized damage prevention practices will be installed to protect trees and plants in areas subject to construction traffic.

D. Within the limits of the work, water trees and plants that are to remain, or where new trees are planted, in order to maintain their health during construction operations.

E. Cover all exposed roots with burlap that will be kept continuously wet. Cover all exposed roots with earth as soon as possible. Protect root systems from mechanical damage and damage by erosion, flooding, run-off or noxious materials in solution.

F. If branches or trunks are damaged, prune branches immediately and protect the cut or damaged areas with emulsified asphalt compounded specifically for horticultural use in a manner approved by the OWNER.

G. All damaged trees and plants that die or suffer permanent injury will be removed when ordered by the OWNER and replaced by a specimen of equal or better quality.

1.04 PROTECTION OF EXISTING IMPROVEMENTS

A. Underground improvements are defined to include, but not limited to, all storm sewer, sanitary sewer, water, gas, and other piping, and manholes, chambers, electrical conduits, tunnels and other existing subsurface improvements located within or adjacent to the limits of the work.

B. Surface improvements are defined as all existing buildings, structures and other facilities above the ground surface. Surface structures include, but are not limited to, buildings, tanks, walls, fences, gates, bridges, roads and their dams, channels, open drainage, piping, poles wires, posts, columns, signs, markers, curbs, walks and all other facilities that are visible above the ground surface.

1.05 PROTECTION OF UNDERGROUND AND SURFACE STRUCTURES

A. CONTRACTOR will sustain in their places and protect from direct or indirect injury all underground and surface improvements located within or adjacent to the limits of the work. Such sustaining and supporting will be done carefully and as required by the party owning or controlling such structure. Before proceeding with the work of sustaining and supporting such structure, CONTRACTOR will satisfy the OWNER that the party owning same has approved the methods and procedures to be used.

1.06 PROTECTION OF INSTALLED IMPROVEMENTS

A. Provide protection of installed improvements to prevent damage. Remove protection when no longer needed, with OWNER concurrence, prior to completion of work.

B. Control construction traffic to prevent damage to equipment, materials and surfaces.

PART 2 – PRODUCTS
(Not Applicable, See General Conditions)

PART 3 – EXECUTION
(Not Applicable, See General Conditions)

END OF SECTION

SECTION 01568 – EROSION AND SEDIMENTATION CONTROL

PART 1 – GENERAL

1.01 DESCRIPTION

A. In addition to the requirements of Division 1 and Section 02200:

1. All erosion, sedimentation and water pollution control features shall be in place or relocated as necessary prior to the start of any clearing, grading or construction. CONTRACTOR shall be responsible for the installation and maintenance of all temporary erosion control features.
2. Location of the control features shall be as required to facilitate drainage and control erosion and sedimentation within and adjacent to the site.
3. Control features are defined as, but not limited to, swales, berms, silt fences, silt barriers and temporary fences.

1.02 QUALITY ASSURANCE

A. The provisions for prevention, control and abatement of erosion, sedimentation and water pollution shall be as stated in the FDOT Standard Specifications for Road and Bridge Construction, Section 104, latest edition, and as required by the St. John's River Water Management District.

1.03 SUBMITTALS

A. Procedures shall be in accordance with General Conditions.

B. Product data: Manufacturers' literature, application instructions and samples.

C. List of materials and their characteristics for other erosion control items.

1.04 START OF WORK

A. Do not start work until erosion control measures are in place.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Silt Barriers

1. Two (2) types of silt barriers shall be installed in accordance with the plans: silt barriers installed on the ground, and floating silt barriers.
2. Silt barriers (filter fabric) shall be synthetic and contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six (6) months of expected usable construction life at a temperature range of zero degree Fahrenheit (0ºF) to one hundred twenty degrees Fahrenheit (120ºF). Hay bales shall not be used for silt barriers, unless specifically approved by the OWNER.
3. Filter fabric shall be a pervious sheet of propylene, nylon or polyester and shall be certified by the manufacturer or supplier to conform to the following specifications:

Filter efficiency (Test VTM-51):	75%
Minimum tensile strength at 20% elongation (Test ASTM-D-1682):	120 lbs.
Tear strength (Test ASTM D2263):	50 lbs.

4. CONTRACTOR shall submit further filter fabric specifications and installation configuration prior to start of construction.
5. Silt barriers shall be maintained in place until substantial completion of the Project.
6. Filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid use of joints. When joints are necessary filter fabric shall be spliced together only at a support post, with a six-inch (6“) overlap, and securely sealed.
7. The following items shall be installed and maintained in accordance with the applicable sections of the FDOT Standard Specifications:

    a. Temporary silt fences and staked silt barriers
    b. Floating silt barrier

B. Temporary Fence

1. Brightly colored fence as manufactured by Mirafi, product Mirasafe, or approved equal.
2. Material shall be four feet (4') high, attached to six feet (6') metal posts at twelve feet (12') centers. Posts shall be driven eighteen inches (18") into ground.

C. Filter Fabric for Placement Beneath Rip-Rap

1. Filter Fabric should be Mirafi 600X or approved equal.

D. Rip-Rap

1. Rubble type rip-rap consisting of broken stone meeting the requirements of Section 530-3.3 of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

PART 3 – EXECUTION

3.01 GENERAL

A. Temporary erosion control features shall consist of, but not be limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, artificial coverings, berms, baled hay or straw, floating silt barriers, staked silt barriers, and staked silt fences. Design details for some of these items may be found in the Water Quality Section of the applicable edition of the FDOT Roadway and Traffic Design Standards. All of these items shall be constructed in accordance with applicable sections of the FDOT Standard Specifications.

B. Incorporate permanent erosion control features into the project at the earliest practical time. Correct conditions, using temporary measures, which develop during construction to control erosion prior to the time it is practical to construct permanent control features.

C. Construct temporary and permanent erosion and sediment control measures and maintain them to prevent the pollution of adjacent water ways in conformance with the laws, rules and regulations of Federal, State and local agencies.

D. Copies of approved permits will be provided to the CONTRACTOR for his review and use. CONTRACTOR shall be required to comply with all General and Special Conditions noted within the permit by the particular permitting agency. The CONTRACTOR shall maintain copies of these permits on the job site at all times.

3.02 INSTALLATION

A. The following items shall be installed and in accordance with the FDOT Standard Specifications. The procedures are only generally described herein.

1. Temporary Grassing: This work shall consist of furnishing and placing grass seed.
2. Temporary Sod: This work shall consist of furnishing and placing sod.
3. Temporary Mulching: This work shall consist of furnishing and applying a two-inch to four-inch thick blanket of straw or hay mulch and then mixing or forcing the mulch into the top two inches of the soil in order to temporarily control erosion. Only decayed straw or hay, which can readily be cut into the soil, shall be used. Other measures for temporary erosion control such as hydro-mulching, chemical adhesive soils stabilizers, etc., may be substituted for mulching with straw or hay with the approval of the City. When permanent grassing operations begin, temporary mulch materials shall be plowed under in conjunction with preparation of the ground.
4. Sandbagging: This work shall consist of furnishing and placing sandbags in configurations, so as to control erosion and siltation.
5. Slope Drains: This work shall consist of constructing slope drains, utilizing pipe, fiber mats, rubble, cement concrete, asphaltic concrete, plastic sheeting, or other acceptable materials, in accordance with the details shown in FDOT's Roadway and Traffic Design Standards or as suitable to adequately perform the intended function.
6. Sediment Basins: Sediment basins shall be constructed in accordance with the details shown in FDOT's Roadway and Traffic Design Standards or as suitable to adequately perform the intended function. Sediment basins shall be cleaned out as necessary.
7. Artificial Coverings: This work shall consist of furnishing and applying fiber mats, netting, plastic sheeting, or other approved covering to the earth surfaces.
8. Berms: This work shall consist of construction of temporary earth berms to divert the flow of water from an erodible surface.

    a. This work shall consist of construction of baled hay or straw dams or earth berms to protect against downstream accumulations of silt. The baled hay or straw dams shall be constructed in accordance with the details shown in FDOT's Roadway and Traffic Design Standards.

    b. The berm dam shall be placed so as to effectively control silt dispersion under conditions present on this project. Alternate solutions and usage of materials may be used if approved.

9. Filter Fabric for placement beneath rip-rap:

a. Unroll filter fabric adequately longitudinally with the swale.

b. Install anchoring pins in the fabric to protect the material from wind uplift.

c. Toe filter fabric into soil a minimum of twelve inches (12") at the top and bottom of the slope.

10. Rubble Rip-Rap:

a. Rip-rap should be placed carefully to not damage or displace the filter fabric. Filter fabric which rips or becomes displaced during rip-rap placement should be repaired. The placement of the rip-rap should proceed from the bottom up to the top of the slope. At no time should the rip-rap be dumped onto the fabric from the tip of the slope and allowed to roll down the surface of the fabric.

b. Placement of rip-rap shall be in accordance with Section 530-3 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition.

c. Minimum thickness of rip-rap layer is two feet (2').

3.03 SILT BARRIERS

A. Silt barriers shall be installed and maintained at the locations shown on the Drawings. The CONTRACTOR is required to prevent the possibility of silting onto any adjacent parcel.

B. Silt barrier shall be of the staked type and stakes shall be installed as indicated in the Drawings.

C. The height of the silt barrier fabric shall be a minimum of forty-two inches (42").

D. The stakes shall be two inch (2") x four inch (4") wood, five feet (5') long and shall be spaced a maximum of ten feet (10) apart at the barrier location and driven securely into the ground.

E. A trench shall be excavated approximately four inches (4") wide by four (4") deep along the line of stakes. The filter fabric shall be tied or stapled to the wooden stakes and eight inches (8") of fabric shall be extended into the trench. The staples shall be heavy duty wire and at least one-half inch (1/2") long. The trench shall then be backfilled and the soil compacted over the filter fabric.

3.04 FLOATING SILT BARRIERS

A. Floating silt barriers shall be located as shown on the Drawing and shall be in place prior to the start of any construction or grading.

B. Floating silt barriers shall meet or exceed the Florida Department of Transportation Roadway and Traffic Design Standards, Index No. 102, Floating Silt Barrier. CONTRACTOR shall submit fabric filter material specifications and installation configuration for approval prior to the start of construction.

3.05 TEMPORARY FENCE

A. Furnish, install and maintain on wetland lines, buffer lines, tree save lines and otherwise as shown on Drawings. Attach silt barrier to the temporary fence.

B. Follow manufacturer's installation recommendations.

3.06 MAINTENANCE

A. Silt barriers and temporary fences shall be inspected immediately after each rainfall and at least once a day during periods of prolonged rainfall. Any repairs shall be made immediately.

B. Should the fabric on a silt barrier or temporary fence decompose or become ineffective, the installation shall be repaired or replaced immediately at no additional cost to the OWNER. If the CONTRACTOR fails to repair or replace the items as above, the OWNER shall have the right to stop work without additional cost to the OWNER in accordance with Article 15 of the General Conditions until such time as the repair or replacement has been made.

C. Sediment deposits shall be removed after each storm event. The CONTRACTOR will repair and restore the installations to a working and effective condition to the satisfaction of the OWNER.

D. At the completion of all work, the silt barriers and the temporary fences will be removed unless otherwise directed by the OWNER.

E. Any sediment deposits in place after the silt fence or filter barrier is no longer required shall be dressed to conform to the existing grade and prepared for seeding or sodding.

3.07 CONTROL OF CONTRACTOR’S OPERATIONS WHICH MAY RESULT IN WATER POLLUTION

A. Take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs, wetlands and other sensitive areas with silt, sediment, fuels, oils, bitumens, calcium chloride, or other harmful materials. Conduct and schedule operations so as to avoid or otherwise minimize pollution or siltation of such streams, etc. and to avoid interference with movement of migratory fish. Do not pump the residue from dust collectors or washers into any water body.

B. Construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other impoundments shall be restricted to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the Contract Documents and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.

C. Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or run-off.

D. Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water prior to discharge into State or other waters.

Pump the water into grassed swales, appropriately vegetated areas, or sediment basins, or confine it by an appropriate enclosure such as siltation curtains when other methods are not considered appropriate. Do not contaminate State or other waters.

E. Do not disturb lands or waters outside the limits of construction, unless approved in advance and in writing by the OWNER. No operations within non-permitted wetlands or upland buffers are allowed.

3.08 PROTECTION DURING SUSPENSION OF CONTRACT TIME

A. In the event that it is necessary that the construction operations be suspended for any appreciable length of time, shape the top of the earthwork in such a manner as to permit run-off of rainwater and construct earth berms along the top edges of embankments to intercept run-off water. Provide temporary slope drains to carry run-off from cuts and embankments which are located in the vicinity of rivers, streams, canals, lakes and impoundments. Should such preventative measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation.

END OF SECTION

SECTION 01570 – TRAFFIC REGULATION

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section covers procedures for developing and implementing traffic control and regulation measures and maintenance of traffic in and around the construction area to provide for safe and efficient protection and movement of vehicular and pedestrian traffic/through and adjacent to the construction site areas.

1.02 REFERENCE STANDARDS

A. General

1. Codes, specifications, and standards referred to by number or title shall form a part of this Specification to the extent required by the reference thereto. Latest revisions shall apply, unless otherwise shown or specified.

B. Florida Department of Transportation (FDOT) Standards

1. USDOT Manual on Uniform Traffic Control Devices

2. FDOT Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

3. FDOT Standard Specifications for Road and Bridge Construction.

4. FDOT Roadway and Traffic Design Standards, latest Edition.

1.03 SUBMITTALS

A. Before closing or restricting traffic flow through any thoroughfare, the CONTRACTOR shall give written notice to and, if necessary, obtain a permit or permits from the duly constituted public authority having jurisdiction over the thoroughfare. CONTRACTOR shall also notify the applicable law enforcement, fire, and emergency services having jurisdiction in the area. Notice shall be given no less than seventy-two (72) hours in advance of the time when it may be necessary in the process of construction to close or restrict traffic to such thoroughfare, or as may be otherwise required by the governing authority.

1.04 SITE CONDITIONS

A. The CONTRACTOR shall plan construction operations such that existing local traffic access can be maintained and shall maintain during the construction such barricades, lights, flagmen, and other protective devices as appropriate, whether specified for the project or required by the local governing authority. Traffic control devices and implementation used for maintenance of traffic shall comply with the FDOT Manuals.

B. The CONTRACTOR shall conduct his work in such manner as not to unduly or unnecessarily restrict or impede normal traffic through the streets of the community. Insofar as it is

practicable, excavated material and spoil banks shall not be located in such manner as to obstruct traffic. The traveled way of all streets, roads, and alleys shall be kept clear and unobstructed insofar as is possible and shall not be used for the storage of construction materials, equipment, supplies, or excavated earth, except when and where necessary. If required by duly constituted public authority, the CONTRACTOR shall, at his own expense, construct bridges or other temporary crossing structures over trenches so as not to unduly restrict traffic. Such structures shall be of adequate strength and proper construction and shall be maintained by the CONTRACTOR in such manner as not to constitute an undue traffic hazard. Private driveways shall not be closed except when and where necessary, and then only upon due advance notice to the OWNER, property owner and applicable jurisdictional authority, and shall be for the shortest practicable period of time consistent with efficient and expeditious construction. The CONTRACTOR shall be liable for any damages to persons or property resulting from his work.

C. The CONTRACTOR shall make provisions at cross streets for the free passage of vehicles and foot passengers, either by bridging or otherwise, and shall not obstruct the sidewalks, gutters, or streets, nor prevent in any manner the flow of water in the latter, but shall use all proper and necessary means to permit the free passage of surface water along the gutters. The CONTRACTOR shall immediately cart away all offensive matter, exercising such precaution as may be directed by the OWNER or applicable jurisdictional authority. All material excavated shall be so disposed of as to inconvenience the public and adjacent tenants as little as possible and to prevent injury to trees, sidewalks, fences, and adjacent property of all kinds. The CONTRACTOR may be required to erect suitable barriers to prevent such inconvenience or injury.

D. Unless otherwise required by the governing authority, maintenance of traffic in and around the construction zone shall conform to Section 102 of the FDOT Specification, and 600 Series Roadway Design Standards Drawings of the FDOT Standards, as applicable.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01600 – MATERIALS AND EQUIPMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Material and equipment incorporated into the Work:

1. Conform to applicable specifications and standards.
2. Comply with size, make, type and quality specified, or as specifically approved in writing by the OWNER.
3. Manufactured and fabricated products:

a. Design, fabricate and assemble in accord with the best engineering and shop practices.

b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.

c. Two (2) or more items of the same kind shall be identical, by the same manufacturer.

d. Products shall be suitable for service and conditions.

e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

B. Related Requirements Described Elsewhere:

1. Conditions of the Contract.
2. Summary of Work: Section 01010
3. Special Project Procedures: Section 01100

1.02 APPROVAL OF MATERIALS

A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the CONTRACTOR shall be subject to the inspection and approval of the OWNER. No material shall be delivered to the work without prior approval of the OWNER.

B. Within thirty (30) days after the Effective Date of the Agreement, the CONTRACTOR shall submit to the OWNER, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the OWNER to identify the particular product to form an opinion as to conformity to the specifications. If Asbestos is contained in any item, the CONTRACTOR shall include a notification of this fact. This notification must include the type and percent of asbestos content. All data shall comply with Paragraph 1.06 of this Section.

C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the CONTRACTOR. If the OWNER requires, either prior to beginning or during the progress of the work, the CONTRACTOR shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed and shipped as directed at the CONTRACTOR'S expense. Except as otherwise noted, the CONTRACTOR will make arrangements for and pay for the tests.

D. The CONTRACTOR shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from the CONTRACTOR'S failure to submit samples or data promptly shall not be used as a basis of claim against the OWNER.

E. In order to demonstrate the proficiency of workmen or to facilitate the choice among several textures, types, finishes and surfaces, the CONTRACTOR shall provide such samples of workmanship or finish as may be required.

F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTION FOR INSTALLATION

A. When Contract Documents require the installation of work shall comply with manufacturer's printed instruction, obtain and distribute copies of such instruction to parties involved in the installation, including five copies to the OWNER.

B. Handle, install, connect, clean, condition and adjust products in strict accord with such instruction and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instruction, consult with OWNER for further instructions.
2. Do not proceed with work without clear instructions.

C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.04 TRANSPORTATION AND HANDLING

A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.

1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.05 SPECIAL TOOLS

A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. The CONTRACTOR shall preserve and deliver to the OWNER these tools and instruction in good order no later than upon completion of the Contract.

1.06 STORAGE AND HANDLING OF EQUIPMENT ON SITE

A. If there is a long period allowed for construction, special attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed:

1. Equipment shall not be shipped until approved by the OWNER. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the OWNER. Equipment shipped to the site shall be stored in accordance with Paragraph 1.05, herein.
2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by the OWNER, until such time as the equipment is to be installed.
3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
4. Manufacturer's storage instructions shall be carefully studied by the CONTRACTOR and reviewed with the OWNER. These instructions shall be carefully followed and a written record of this kept by the CONTRACTOR.
5. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the CONTRACTOR shall start the equipment, does not deteriorate from lack of use.
6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to the OWNER.
7. Prior to acceptance of the equipment, the CONTRACTOR shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certification by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the CONTRACTOR'S expense.

1.07 WARRANTY

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified in Section 01740: Warranties. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S for two (2) years after the time of completion and acceptance.

1.08 SPARE PARTS

A. Spare parts for certain equipment provided have been specified in the pertinent sections of the Specifications. The CONTRACTOR shall collect and store all spare parts so required in an area to be designated by the OWNER. In addition, the CONTRACTOR shall furnish to the OWNER an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01640 – SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 – GENERAL

1.01 REQUESTS FOR REVIEW

A. Requests to review substitute items of material and equipment will not be accepted by the ENGINEER from anyone other than the CONTRACTOR. If the CONTRACTOR wishes to furnish or use a substitute or equivalent items of material or equipment, the CONTRACTOR shall make written application to the ENGINEER for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the ENGINEER in evaluating the proposed substitute. The ENGINEER may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute. The ENGINEER will be the sole judge of acceptability, and no substitute will be ordered or installed without the ENGINEER'S prior written acceptance. The OWNER may require the CONTRACTOR to furnish at the Contractor's expense, a special performance guarantee of other surety with respect to any substitute.

1.02 PRODUCT SELECTION

A. Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, new at the time of installation.

B. To the fullest extent possible, provide products of the same kind from a single source.

C. Compatibility among product options is required. Where more than one choice is available as options during product selection, select an option that is compatible with other products and materials already selected.

D. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.

E. Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

F. Where Contract Documents are at variance with specific manufacturer's details and installation procedures, contact the ENGINEER for resolution prior to start of work.

G. For products specified by naming a number of products and manufacturers with "or equal", select any of the products and manufacturers listed, or propose a substitution. If the CONTRACTOR wishes to propose a substitution, the CONTRACTOR must submit a request for product substitution for approval by the ENGINEER and OWNER.

H. For products specified naming only one product and manufacturer, or a number of products

and manufacturers without the “or equal” allowance, no substitutes are allowed.

I. For products specified by reference standards only, the CONTRACTOR may provide any product complying with the specified standard.

J. For products specified by performance and descriptive methods, without naming manufacturer’s products, the CONTRACTOR may provide the products of any manufacturer complying with the Contract Documents, subject to the review of the product data and concurrence by the ENGINEER as specified within.

1.03 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

A. After execution of the Agreement, substitution of materials or equipment from Suppliers other than those listed or included in the Agreement will be considered only if it is demonstrated by CONTRACTOR that:

1. The material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;
2. The material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met;
3. A specified product is no longer available.
4. The product cannot be delivered by the manufacturer in a timely manner.
5. The product is found to be incompatible with other specified products.
6. The material proposed for substitution is in every way equal to that of the listed supplier and is available at a lower cost. In the event such a substitution is allowed, CONTRACTOR shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.04 ENGINEER’S CHARGES

A. The ENGINEER will record time required by the ENGINEER and the ENGINEER’S consultants in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Drawings or Specifications occasioned by the substitution. Whether or not the ENGINEER accepts a proposed substitute, the CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER and the ENGINEER’S consultants for evaluating any proposed substitute.

1.05 EQUIPMENT REQUIRING VARIATION IN SPACE

A. It is intended that the CONTRACTOR shall furnish equipment which may be installed and shall operate properly in the structures as shown. Should the CONTRACTOR select alternate equipment resulting in an alteration to, addition to, enlargement of, or any other changes from the lines, dimensions, and grades shown, the CONTRACTOR shall make such changes or alterations as are required and no additional payment will be made by the OWNER for changes in structures occasioned by the selection of alternate equipment. All such variations shall be subject to review and acceptance by ENGINEER.

B. Equipment requiring supplemental services in addition to those shown or specified in order to fulfill the operating objectives and including additional mechanisms, operating steps and/or controls as compared with specified equipment will not be acceptable.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

Not Applicable)

END OF SECTION

SECTION – 01700 CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Comply with requirement stated in Conditions of the Contract and in specifications for administrative procedures in closing out the Work.

B. Related Requirements Described Elsewhere:

1. Conditions of the Contract, fiscal provisions, legal submittals and additional administrative requirements.
2. Project Record Documents: Section 01720.
3. Warranties: Section 01740.

1.02 SUBSTANTIAL COMPLETION

A. When CONTRACTOR considers the Work as substantially complete, the CONTRACTOR shall submit to the OWNER:

1. A written notice that the Work, or designated portion thereof, is substantially complete.
2. A list of items to be competed or corrected.

B. Within a reasonable time after receipt of such notice, the OWNER shall make an inspection to determine the status of completion.

C. Should the OWNER determine that the Work is not substantially complete:

1. The OWNER shall promptly notify the CONTRACTOR in writing, giving the reasons thereof.
2. CONTRACTOR shall remedy the deficiencies in the Work and send a second written notice of substantial completion to the OWNER.
3. The OWNER shall re-inspect the Work.

D. When the OWNER finds that the Work is substantially complete, the CONTRACTOR shall:

1. Prepare and deliver to OWNER a tentative Certificate of Substantial Completion on form provided herein, with a tentative list of items to be completed or corrected before final payment.

1.03 FINAL INSPECTION

A. When CONTRACTOR considers the Work is complete, it shall submit written certification that:

1. Contract Documents have been reviewed.
2. Work has been inspected for compliance with Contract Documents.
3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in the presence of the OWNER and are operational.

5. Work is completed and ready for final inspection.

B. The OWNER shall make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

C. Should the OWNER consider that the Work is incomplete or defective:

1. The OWNER shall promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.
2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the OWNER that the Work is complete.
3. The OWNER shall re-inspect the Work.

1.04 REINSPECTION FEES

A. Should the OWNER perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR:

1. The OWNER shall compensate the Engineer / Architect / Consultants, etc., for such additional services.
2. The OWNER shall deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

A. Project Record Documents: To requirements of Section 01720.

B. Warranties: To requirements of Section 01740.

C. Evidence of Payment and Release of Liens: To requirements of the General Conditions and Supplementary Conditions.

D. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the OWNER.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.
2. Additions and deductions resulting from:

a. Previous change orders or written amendment
b. Allowances
c. Unit prices
d. Deductions for uncorrected work
e. Penalties and bonuses
f. Deductions for liquidated damages

g. Deductions for re-inspection payments
h. Other adjustments

3. Total Contract Sum, as adjusted.
4. Previous payments.
5. Sum remaining due.

C. The OWNER shall prepare a Final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

A. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01710 – FINAL CLEANING

PART 1 – GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

B. Cleaning and disposal operations shall comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

3.01 DURING CONSTRUCTION

A. The CONTRACTOR shall:

1. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
2. Provide on-site containers for the collection of waste materials, debris and rubbish.
3. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

A. The CONTRACTOR shall:

1. Employ skilled workmen for final cleaning.
2. Broom clean exterior paved surface; rake clean other surfaces of the grounds.
3. Prior to final completion, or OWNER occupancy, CONTRACTOR shall conduct an inspection of sight-exposed exterior surfaces, and all work areas, to verify that the entire work is clean.

END OF SECTION

SECTION 01720 – PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Maintain at the site for the OWNER one (1) record copy at a minimum:

1. Drawings
2. Specifications
3. Addenda
4. Change Orders and other modifications of the Contract
5. Field Orders or written instructions
6. Approved Shop Drawings, Working Drawings and Samples
7. Field Test records
8. Construction photographs
9. Change Requests
10. CONTRACTOR'S Daily Reports
11. Written Interpretations and Clarifications

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in CONTRACTOR'S field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with CSI format with section numbers as provided herein.

C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by the OWNER.

E. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the currently updated "Record Documents" for review by the OWNER.

F. CONTRACTOR shall submit on a daily basis two (2) copies of the preceding day's daily report to the OWNER.

1.03 MARKING DEVICES

A. Provide felt tip marking pens for recording information in the color code designated by the OWNER.

1.04 RECORDING

A. Label each document "PROJECT RECORD" in two inch (2") high printed letters.

B. Keep record documents current at the end of work each day marking any changes and inserting change orders and directives into the documents.

C. Do not permanently conceal any work until required information has been recorded. This includes markups and any “as-built” survey as required by these specifications.

D. Record Contract Drawings: Legibly mark drawings to record actual construction with the following information verified by a registered Florida Land Surveyor.

1. Depths of various elements of foundation in relation to survey datum.
2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
3. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
4. Field changes of dimension and detail.
5. Changes made by Revision Order, Directive, and other modifications.
6. Details not shown on the original Contract Drawings.
7. Installation of power and control wiring with point-to-point wiring identification.

E. Record Specifications and Addenda: Legibly mark-up each Section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
2. Changes made by Revision Order, Directive, and other modifications.
3. Other matters not originally specified.

F. Shop Drawings and Samples: Legibly annotate to record changes made after approval.

1.05 “AS-BUILT” DRAWINGS

A. The CONTRACTOR shall engage the services of a professional land surveyor registered in the State of Florida prior to any construction activities. The surveyor shall be named in the list of subcontractors.

B. The surveyor must comply with all requirements of Chapter 21 HH-6.05 of the Florida Administrative Code.

C. The surveyor shall use the locational requirements of the State of Florida.

D. The surveyor shall provide on-site survey while construction is in progress and at such other times as required to fulfill all professional obligations and as listed below.

1. Elevations and state plane coordinates shall be identified for the ends of all conduits or pipelines installed or used for construction, ends of all duct bank stubouts, and all direct buried cable splice locations.
2. Elevations and coordinates shall be identified along the center line of pipelines, direct buried cable, buried conduit or duct bank by no fewer than one elevation shot per one hundred (100) linear feet and at any change of direction vertical or horizontal of underground utility length. Slopes shall be identified.
3. All elevation shots shall be referenced to “top-of–pipe” (T.O.P.), “top-of- concrete-duct-bank” (T.O.D.B.), “bottom-of-concrete-duct-bank” (B.O.D.B.), “top-of-conduit” (T.O.C.) or “top-of-electric-cable” (T.O.E.), as appropriate for the project.

4. Manhole rings, slabs on grade, valve box rims, equipment pads, surface body water levels and other project construction features shall be recorded by elevation and state plane coordinates as “As-Built”.
5. All existing structures, utilities, and features revealed during the course of construction shall be accurately located and dimensioned. Movement of such utilities or structures required by project installation shall be recorded as “As-Built”. This requirement shall apply whether the existing structure, utility or feature was shown on the original contract drawings or not.

E. At the conclusion of the work, the CONTRACTOR shall provide the OWNER one (1) Mylar, three (3) approved, certified “As-Builts” and one (1) “As-Built” Survey Drawing file in AutoCAD format (latest release) on a compact disk(s). The AutoCAD drawing files shall comply with the following standards:

1. The compact disk(s) shall be formatted for AutoCAD type DWG files or self-extracting compressed data file to a DWG format.
2. The drawing format shall not contain any “X-REFS” (cross references) to other files.
3. The drawing format shall contain only AutoCAD Standard Font Files and Acad.mnu type menu references only.
4. Text from different layers shall not overlap. Colors and line types shall be “BY-LAYER”. Only AutoCAD standard fonts and line types shall be used.
5. All coordinate and elevation numbers shall be limited to three (3) decimal places.
6. Text height shall be entered such that when the drawing is plotted to scale, the actual text height is no less than one-eighth inch (1/8”). The plotting scale for the drawings shall be the same scale as the construction drawings.
7. Drawings shall be plotted on twenty-four inch (24”) x thirty-six inch (36”) sheets. The areas on each sheet shall match the areas shown on the construction drawings.

1.06 SUBMITTALS

A. The CONTRACTOR shall deliver the following documentation, drawing(s), data, and disk(s) to the OWNER no later than two (2) weeks after the declared date of Substantial Completion.

1. Two (2) sets of contract drawings marked in red to reflect the final “As-Built” conditions.
2. Two (2) sets of signed and sealed plots of the “As-Built” drawings(s) provided by the surveyor together with one (1) compact disk(s) of the “As-Built” survey drawing file(s).
3. One (1) set of Specifications with Addenda marked in red to reflect the final “As-Built” conditions.

B. Such other documents as shall be required by the regulations of the State of Florida shall be supplied in accordance with the provisions of law.

C. Accompany submittal with transmittal letter, in duplicate, containing:

1. Date, Project title and number.
2. CONTRACTOR’S name and address.
3. Title and number of each record document.

4. Certification that each document as submitted is complete and accurate, and contains signature of CONTRACTOR, or its authorized representative.

D. Failure to deliver any of the above items shall be considered justification for assessing additional retainage.

PART 2 – PRODUCTS - (NOT APPLICABLE)

PART 3 – EXECUTION - (NOT APPLICABLE)

END OF SECTION

SECTION 01730 - OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Scope of Requirements:

1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.
2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Specifications.
3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.
2. Familiar with requirements of this Section.
3. Skilled as a technical writer to the extent required to communicate essential data.
4. Skilled as draftsman competent to prepare required drawings.

1.03 FORMAT OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by Owner's personnel.

B. Format:

1. Size: 8 1/2 inches x 11 inches
2. Paper: 20 pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten.
4. Drawings:

a. Provide reinforced punched binder tab, bind in with text.

b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.

5. Provide fly-leaf for each separate product, or operating equipment.

a. Provide typed description of products and major component parts of equipment.

b. Provide indexed tabs.

6. Cover: Identify each volume with typed or printed title **"OPERATING AND MAINTENANCE INSTRUCTIONS"**.

7. List:

a. Title of project
b. Identity of separate structure as applicable.
c. Identity of general subject matter covered in the manual.

C. Binders:

1. Commercial quality three-post binders with durable and cleanable plastic covers.
2. Maximum post width: 2 inches.
3. When multiple binders are used, correlate the data into related consistent groupings.

1.04 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.

1. Contractor, name of responsible principal, address and telephone number.
2. A list of each product required to be included, indexed to content of the volume.
3. List, with each product, name, address and telephone number of:

a. Subcontractor or installer

b. A list of each product required to be included, indexed to content of the volume.

c. Identify area of responsibility of each SubContractor/Installer.

d. Local source of supply for parts and replacement

4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

1. Include only those sheets which are pertinent to the specified product.
2. Annotate each sheet to:

a. Clearly identify specific product or part installed

b. Clearly identify data applicable to installation
c. Delete references to inapplicable information.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:

a. Relations of component parts of equipment and systems

b. Control and flow diagrams.

2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
3. Do not use Project Record Documents as maintenance drawings.

D. Written text, as required to supplement product data for the particular installation:

1. Organize in consistent format under separate headings for different procedures.
2. Provide logical sequence of instructions of each procedure.

E. Copy of each warranty, bond and service contract issued.

1. Provide information sheet for Owner's personnel, give:

a. Proper procedures in event of failure

b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit four copies of complete manual in final form.

B. Content, for each unit of equipment and system, as appropriate:

1. Description of unit and component parts.

a. Function, normal operating characteristics, and limiting conditions.

b. Performance curves, engineering data and tests.

c. Complete nomenclature and commercial number of replaceable parts.

2. Operation procedures:

a. Start-up, break-in, routine and normal operating instructions.

b. Regulation, control, stopping, shut-down and emergency instructions.

c. Summer and winter operating instructions.

d. Special operating instructions.

3. Maintenance procedures:

a. Routine operations

b. Guide to "trouble-shooting"

c. Disassembly, repair and reassembly

d. Alignment, adjusting and checking.

4. Servicing and lubrication required:

a. Complete lubrications schedule.

b. List of all lubricants required and acceptable products from three manufacturers for each lubricant.

5. Manufacturer's printed operating and maintenance instructions.
6. Description of sequence of operation by control manufacturer.
7. Original manufacturer's parts list, illustrations, assembly drawing and diagrams required for maintenance.

a. Predicted life of parts subject to wear.
b. Items recommended to be stocked as spare parts.

8. As installed control diagrams by controls manufacturer.
9. Each Contractor's coordination drawings.
10. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
11. Other data as required under pertinent sections of specifications.

C. Content, for each electric and electronic system, as appropriate:

1. Description of system and component parts.

    a. Function, normal operating characteristics, and limiting conditions.

    b. Performance curves, engineering data and tests.

    c. Complete nomenclature and commercial number of replaceable parts.

2. Circuit directories and panel boards.

    a. Electrical service

    b. Controls

    c. Communications.

3. As installed color coded wiring diagrams.
4. Operating procedures:

    a. Routine and normal operating instructions

    b. Sequences required

    c. Special operating instructions.

5. Maintenance procedures:

    a. Routine operations

    b. Guide to "trouble-shooting"

    c. Disassembly, repair and reassembly

    d. Adjustment and checking.

6. Manufacturer's printed operating and maintenance instructions.
7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
8. Other data as required under pertinent sections of the Specifications.

D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.

E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

1.06 SUBMITTAL SCHEDULE

A. Submit two copies of preliminary draft of proposed formats and outlines of contents of Operation and Maintenance Manuals within 90 days after Notice to Proceed.

1. Engineer will review the preliminary draft and return one copy with comments.

B. Submit two copies of completed data in final form no later than 30 days following Engineer's review of the last shop drawing and/or other submittal specified in Section 01300. One copy will be returned with comments to be incorporated into final copies.

C. Submit four (4) copies of approved manual in final form directly to the offices of the Owner within 30 calendar days of product shipment to the project site and preferably within 30 days after the reviewed copy is received.

D. Provide four (4) copies of addenda to the operation and maintenance manuals as applicable and certificates as specified within 30 days after final inspection.

1.07 INSTRUCTION OF OWNER'S PERSONNEL

A. Prior to demonstration test, fully instruct Owner's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.

B. Operating and maintenance manual shall constitute the basis of instruction. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

C. Instructors shall be fully qualified personnel as outlined within the individual equipment specifications. If so specific training specifications are listed with the equipment, the Contractor shall provide the instruction with qualified Contractor personnel.

D. The instructors shall provide for and prepare lessons scopes and handouts for up to five individual designated by the Owner that outline the items to be covered. Separate sessions for operation and maintenance instruction shall be provided consecutively. Handouts shall be submitted to the Owner with at least one week's notice prior to the training session.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01740 – WARRANTIES

PART 1 – GENERAL

A. All work performed under this contract shall be warranted for labor and materials for a minimum period of two (2) years after date of Substantial Completion. Specific warranties are noted in specific Sections.

B. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the OWNER.

C. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the OWNER.

D. Refer to the General Conditions for terms of the CONTRACTOR'S period for correction of the Work.

E. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the CONTRACTOR of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the CONTRACTOR.

F. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

G. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

H. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The CONTRACTOR is responsible for the cost of replacing or rebuilding defective Work regardless of whether the OWNER has benefited from use of the Work through a portion of its anticipated useful service life.

I. OWNER'S Recourse: Expressed warranties made to the OWNER are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the OWNER can enforce such other duties, obligations, rights, or remedies.

J. Rejection of Warranties:

1. The OWNER reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
2. Where the Contract Documents require a special warranty, or similar commitment, the OWNER reserves the right to refuse to accept the Work, until

the CONTRACTOR presents evidence that entities required to countersign such commitments are willing to do so.

K. Written Warranties

1. Submit written warranties to the ENGINEER prior to the date certified for Substantial Completion. If the ENGINEER'S Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the ENGINEER.
2. When a designated portion of the Work is completed and occupied or used by the OWNER, by separate agreement with the CONTRACTOR during the construction period, submit properly executed warranties to the ENGINEER within 15 days of completion of that designated portion of the Work.
3. When the Contract Documents require the CONTRACTOR, or the CONTRACTOR and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the OWNER, through the ENGINEER, for approval prior to final execution.
4. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
5. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
6. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
7. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the CONTRACTOR.
8. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01760 - SPARE PARTS AND MAINTENANCE MATERIALS

PART 1 – GENERAL REQUIREMENTS

1.01 DESCRIPTION OF REQUIREMENTS

A. The CONTRACTOR will be responsible for submitting all required spare parts and maintenance materials prior to the completion of the project.

PART 2 – PRODUCTS

2.01 MATERIALS

A. The CONTRACTOR will submit the required parts and materials that are described in the individual specification sections.

PART 3 – EXECUTION

3.01 PACKAGING

A. All materials will be submitted in separate containers/cartons which will clearly indicate the specification section and the contents of the containers/cartons.

3.02 **SUBMITTAL**

A. Submit to the OWNER as soon as possible after receipt has been made by the CONTRACTOR. All spare parts will be submitted to the OWNER prior to the completion of the project.

END OF SECTION

DIVISION 2

SITEWORK

SECTION 02010 – SUBSURFACE INVESTIGATION

PART 1 – GENERAL

1.01 DESCRIPTION

A. Geotechnical data for the site was part of a report by Universal Engineering Sciences, 911 Beville Road, Suite 3, South Daytona, Florida 32119. Telephone (386) 756-1105.

B. A copy of the report is included with these Specifications and is for information purposes only. OWNER and ENGINEER take no responsibility for their accuracy, nor that the results of the testing are representative of soils surrounding the test locations.

1.02 QUALITY ASSURANCE

A. Bidders should visit the site and acquaint themselves with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but all such investigations shall be performed under time schedules and arrangements approved in advance by the OWNER.

1.03 JOB CONDITIONS

A. The CONTRACTOR shall visit the site and acquaint himself with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the OWNER.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION

3.01 PERFORMANCE

A. All work relative to subsurface conditions shall be accomplished in accordance with the specific requirements of the individual sections of the Specifications.

B. Readjust all work performed which does not meet technical or design requirements as hereinafter specified, but make no deviations from the Contract Documents without specific and written approval of the CONTRACTOR.

END OF SECTION

SECTION 02200 – EARTHWORK

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. This Section includes digging of excavations for structures, piping and roadways; backfilling around structures and piping; shaping and contouring the ground surface to conform to established grades and elevations; compacting of earth or rock materials to specified densities; bracing, sheeting and shoring; dewatering; removal of surplus excavated materials; and related work as shown on the Drawings and as specified.

1.02 DEFINITIONS

A. Excavation

1. Removal of earth and rock to form cavities for the construction of foundations and structures and to form trenches for the installation of piping or conduits.
2. Cavity formed by the removal of earth and rock.

B. Earth: Unconsolidated material in the crust of the earth derived by weathering and erosion. Earth includes:

1. Materials of both inorganic and organic origin;
2. Boulders less than 1/3 cubic yard in volume, gravel, sand, silt, and clay;
3. Materials which can be excavated with a backhoe, trenching machine, drag line, clam shell, bulldozer, highlift, or similar excavating equipment without the use of explosives, rock rippers, rock hammers, or jack hammers.

C. Rock: A natural aggregate of mineral particles connected by strong and permanent cohesive forces. Rock includes:

1. Limestone, sandstone, dolomite, granite, marble, and lava;
2. Boulders 1/3 cubic yard or more in volume;
3. Materials which cannot be excavated by equipment which is used to remove earth overburden without the use of explosives, rock rippers, rock hammers, or jack hammers.

D. Undercutting: Excavation of rock and unsuitable earth below the bottom of a foundation, structure, pipe or conduit to be constructed or installed.

E. Subgrade. Undisturbed bottom of an excavation.

F. Bedding. Earth placed in trench to support pipe and conduit.

G. Backfill and Fill

1. Earth placed around structures from the bottom of an excavation to finished grade, or to the subbase of pavement.
2. Earth placed in a trench from the top of bedding to finished grade, or to subbase of pavement.

H. Topsoil: Earth containing sufficient organic materials to support the growth of grass.

1.03 JOB CONDITIONS

A. Carefully maintain bench marks, monuments and other reference points, and if disturbed or destroyed, replace as directed.

B. Should the CONTRACTOR encounter unusual subsurface and/or latent conditions at the site, he shall immediately give notice to the ENGINEER of such conditions before they are disturbed. The ENGINEER will promptly investigate the conditions and he will at once make such changes in the Drawings and/or Specifications as he may find necessary. Any increase or decrease in cost resulting from such changes will be adjusted in the manner provided in the General Conditions.

1.04 QUALITY ASSURANCE

A. Codes and Standards: Perform excavation and landfilling work in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service: The OWNER will retain a Soils Engineer to perform soil testing and inspection service for quality control testing of earthwork operations. Tests revealing satisfactory results will be paid for by the OWNER. The cost of tests revealing unsatisfactory results will be deducted from monies due the CONTRACTOR.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Earth for Fill and Backfill: Earth used for fill or backfill shall be of such gradation and moisture content that it will compact to the specified density and remain stable.

B. Pipe Cover Material: Pipe cover material shall consist of durable particles ranging in size from fine to coarse (No. 200 to 1-inch) in size, in a substantially uniform combination. Unwashed bank run sand and crushed bank-run gravel will be considered generally acceptable. Bedding material may be used for cover material.

C. Special Backfill: Special backfill shall be the following soils, classified by the Unified Soil Classification System, ASTM D-2487:

Group Symbols	Typical Name
GW	Well-graded gravels and gravel-sand mixtures, little or no fines
GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
SW	Well-graded sands and gravelly sands, little or no fines
SP	Poorly graded sands and gravelly sands, little or no fines

D. Suitable Backfill: Suitable backfill shall be the following soils, classified by the Unified Soil Classification System, ASTM D-2487:

Group Symbols	Typical Name
GW	Well-graded gravels and gravel-sand mixtures, little or no fines
GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
GM	Silty gravels, gravel-sand-silt mixtures
GC	Clayey gravels, gravel-sand-clay mixtures
SW	Well-graded sands and gravelly sands, little or no fines
SP	Poorly graded sands and gravelly sands, little or no fines
SM	Silty sands, sand-silt mixtures
SC	Clayey sands, sand-clay mixtures
ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays

E. Unsuitable Materials: Materials which are unsuitable for backfill include stones greater than 6 inches in their largest dimension, pavement, rubbish, debris, wood, metal, plastic, and the following soils, classified by the Unified Soil Classification System, ASTM D-2487:

Group Symbols	Typical Name
OL	Organic silts and organic silty clays of low plasticity
MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
CH	Inorganic clays of high plasticity, fat clays
OH	Organic clays of medium to high plasticity
PT	Peat, muck, and other highly organic soils

PART 3 – EXECUTION

3.01 PROTECTION OF EXISTING FACILITIES

A. Support and protect all poles, fences, utility pipes, wire, conduits, buildings and structures.

B. Proceed with caution during excavation so the exact location of underground utilities and structures, both known and unknown, may be determined. CONTRACTOR shall be responsible for the repair of utilities and structures when broken or otherwise damaged.

C. Wherever water, or other pipes or conduits cross the excavation, the CONTRACTOR shall support said pipes and conduits without damage to them and without interrupting this Contract. The manner of supporting such pipes, or similar items, shall be subject to the approval of the ENGINEER.

D. When utility lines that have to be removed or relocated are encountered within the areas of operations, the CONTRACTOR shall notify the ENGINEER in ample time for the necessary measure to be taken to prevent interruption of the service.

E. The CONTRACTOR shall so conduct the work that no equipment, material, or debris will be placed or allowed to fall upon private property in the vicinity of the work, unless he shall have first obtained the property owner's written consent to do so and shall have shown said written consent to the OWNER.

F. All excavated material shall be piled in a manner that will not obstruct driveways. Hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, or other utility controls shall be left unobstructed and accessible until the work is completed. Drainageways shall be kept clear or other satisfactory provisions made for drainage.

G. Natural watercourses shall not be obstructed, except where specifically permitted for the construction of outfall and subaqueous crossings.

3.02 CLEARING

A. Before excavating, clear and remove logs, stumps, brush, vegetation, rubbish, and other perishable matter from the project site.

B. Do not remove or damage trees that do not interfere with the finished work. Completely remove trees required to be removed, including stumps and roots. Replace trees removed unnecessarily. Properly treat damaged trees which can be saved.

3.03 STRIPPING AND STOCKPILING TOPSOIL

A. Strip topsoil and vegetation from the areas to be excavated. Clean topsoil may be stockpiled for reuse.

3.04 EXCAVATING

A. Make excavations to elevations and dimensions necessary to permit bracing, sheeting, erection of forms, inspection of foundation, and installation of piping or conduits. Excavate trenches to the required alignment, depth and width. Excavate trenches in advance of pipe and conduit installation only as far as necessary to provide proper alignment and grade. Plan trenching operations to cause a minimum of danger to adjacent property and a minimum of inconvenience to the public.

B. The width of trenches at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and to allow the backfill to be placed and compacted as specified. Maximum trench width shall be such that design loadings on pipe will not be exceeded. Trenches shall be of such extra width, when required, to permit the placement of supports, sheeting, bracing, and appurtenances.

C. Depth of trenches shall be such as to allow installation of pipelines at the grades or elevations shown.

D. Trees, boulders, and other surface encumbrances, located so as to create a hazard to anyone involved in the excavation work or who is in the vicinity of the work at anytime during operations, shall be removed or made safe before excavating is begun.

E. CONTRACTOR shall be responsible for the determination of the angle of repose of the soil in which the excavating is to be done. Excavate all slopes to at least the angle of repose except for areas where solid rock allows for line drilling or presplitting.

F. Sides, slopes, and faces of all excavations shall meet accepted engineering requirements by scaling, benching, barricading, rock bolting, wire meshing, or other equally effective means. Give special attention to slopes which may be adversely affected by weather or moisture content.

G. Flatten the excavation sides when an excavation has water conditions, silty materials, loose boulders, and areas where erosion and slide planes appear.

H. Shore or otherwise support sides of excavations in hard or compact soil when the excavation is more than five feet in depth. In lieu of shoring, the sides of the excavation above the five-foot level may be sloped to preclude collapse, but shall not be steeper than a one-foot rise to each 1/2-foot horizontal.

I. Use diversion ditches, dikes, or other suitable means to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Do not allow water to accumulate in an excavation. If possible, the grade should be away from the excavation.

J. Excavations shall be inspected by a competent CONTRACTOR'S representative after every rainstorm or other hazard-increasing occurrence, and the protection against slides and cave-ins shall be increased if necessary.

K. Do not store excavated or other material nearer than four feet from the edge of any excavation. Store and retain materials as to prevent materials from falling or sliding back into the excavation. Install substantial stop log or barricades when mobile equipment is utilized or allowed adjacent to excavations.

3.05 SHEETING

A. The CONTRACTOR has the option of sheeting excavations.

B. Supporting systems, such as piling, cribbing, shoring, and bracing shall be designed by a qualified CONTRACTOR'S representative and meet accepted engineering requirements. When tie rods are used to restrain the top of sheeting or other retaining systems, securely anchor the tie rods well back of the angle of repose. When tight sheeting or sheet piling is used, assume full loading due to groundwater table, unless prevented by weep holes or drains or other means. Provide additional stringers, ties, and bracing to allow for any necessary temporary removal of individual supports.

C. Materials used for sheeting, sheet piling, cribbing, bracing, shoring and underpinning shall be in good, serviceable condition. Timbers shall be sound, free from large or loose knots, and of proper dimensions.

D. Take special precautions in sloping or shoring the sides of excavations adjacent to a previously backfilled excavation or a fill, particularly when the separation is less than the depth of the excavation. Pay particular attention to joints and seams of material comprising a face and to the slope of such seams and joints.

E. If it is necessary to place or operate power shovels, derricks, trucks, materials, or other heavy objects on a level above or near an excavation, sheet-pile, shore, and brace the side of the excavation as necessary to resist the extra pressure due to such superimposed loads.

F. If the stability of adjoining buildings or walls is endangered by excavations, provide shoring, bracing, or underpinning as necessary to ensure the safety of adjoining buildings or walls. Such shoring, bracing or underpinning shall be inspected daily or more often, as conditions warrant, by a competent CONTRACTOR'S representative and the protection effectively maintained.

G. The CONTRACTOR shall be held responsible for the sufficiency of all sheeting and bracing used, and for all damage to persons or property resulting from the improper quality, strength, placing, maintaining, or removing of the same. This includes damage to trees, sidewalks, and other property on the project site as well as on the private grounds.

H. Drive sheeting ahead of excavation. Do not remove sheeting until the excavation backfill has reached within two feet of the top of the excavation, except that the lower course of sheeting may be removed from a double sheeted excavation. When sheeting is drawn, completely fill all cavities remaining in or adjoining the excavation. When sheeting is left in place, completely fill all cavities behind such sheeting.

3.06 ROCK REMOVAL

A. Rock, boulders or other hard, lumpy or unyielding materials encountered in trench bottoms shall be removed to a depth at least 6 inches below the bottom and on each side of any pipes to be installed. All rock and other hard foundation material under structures shall be freed of all loose material, cleaned, and cut to a firm surface; either level, stepped vertically and horizontally or serrated, as may be directed. All seams shall be cleaned out and filled with concrete or mortar.

B. Blasting of rock or other hard to remove materials will not be permitted on this project.

3.07 SUBGRADES

A. Do not construct foundations, footings, slabs, or piping on loose soil, mud, or other unstable or unsuitable soil.

B. Fill excess cuts under foundations, footings, and slabs with concrete.

C. Fill excess cuts under piping with compacted bedding as specified in this Section.

3.08 BACKFILLING FOUNDATION AND STRUCTURE EXCAVATIONS

A. Remove debris and other unstable or unsuitable materials from excavations before backfilling is started.

B. Backfill excavations in areas to be paved with Special Backfill: Place Special Backfill in 12-inch lifts. Compact each lift of backfill to not less than 98% of the maximum dry density as determined in accordance with AASHTO T-180. Compaction shall be by hand tamping or approved mechanical tamping devices, or in larger excavations by approved rollers. Do not compact backfill by puddling, unless permitted by the ENGINEER.

C. Backfill excavations not requiring Special Backfill with Suitable Material:

1. Place backfill and fill materials in lifts no greater than 12 inches in loose depth. Place backfill and fill materials in lifts no greater than four inches in loose depth where hand tampers are used. Backfill and fill shall be within 2% of optimum moisture content. For soils containing less than 5% material passing a No. 200

sieve, moisture content may be increased to within 3% of optimum. Compact backfill and fill to not less than 95% of the maximum dry density. Tests for determination of maximum dry density shall meet the requirements of AASHTO T-180. Use compaction equipment which is suited to the soil being compacted.

2. If suitable, use stored excavated material for backfill and fill. Provide additional material, if required, to complete backfill and fill. Additional backfill and fill material shall be provided at no additional cost to the OWNER.

D. Do not use the following materials for backfill:

1. Unsuitable materials;
2. Materials which are too wet or too dry to be compacted to the densities specified in this Section.

E. Place the backfill and fill in a manner which will not overload foundations or structures. Place backfill and fill evenly on all sides of foundations and structures. Do not use equipment that will overload foundations or structures during filling or backfilling.

F. Do all cutting, filling, and grading necessary to bring the entire area around foundations and outside of structures to the following subgrade levels:

1. To the underside of the respective surfacing for walks and pavement;
2. To finished grade for lawns and planted areas within the project site.

3.09 BACKFILLING PIPING TRENCHES

A. Do not backfill trenches and excavations until all utilities have been inspected by the OWNER'S representative and until all underground utilities and piping systems are installed in accordance with the requirements of the specifications and the Drawings.

B. Remove debris and other unsuitable materials from excavations before backfilling is started.

C. Place and tamp bedding and backfilling in a manner which will not damage pipe coating, wrapping, or encasement.

D. Bedding procedures shall be as specified in the particular Section for the applicable pipe material.

E. If bedding does not cover the pipe, place pipe cover material from the top of bedding to 12 inches over the pipe. Compact pipe cover material to the density required to allow backfill over the pipe cover material to be compacted to the density specified.

F. Do not use the following materials for backfilling:

1. Unsuitable Materials;
2. Materials which are too wet or too dry to be compacted to the densities specified in this Section.

G. If suitable, use stored excavated material for backfill and fill. Provide additional material, if required, to complete backfill and fill. Additional backfill and fill material shall be provided at no additional cost to the OWNER.

H. Backfill excavations in areas to be paved with Special Backfill.

1. Place Special Backfill in 12-inch lifts. Compact each lift of backfill to not less than 98% of the maximum dry density as determined in accordance with AASHTO T-180, Method A. Compaction shall be by hand tamping or approved mechanical tamping devices, or in larger excavations by approved rollers. Backfill and fill materials shall be within 2% of optimum moisture content. Do not compact backfill by puddling, unless permitted by the ENGINEER.

I. Backfill trenches not requiring Special Backfill with Suitable Material.

1. Place backfill and fill materials in lifts no greater than 12 inches in loose depth and compact to produce an adequate foundation for seeding. The top 4 inches of backfill shall not contain stones or other objects larger than 1 inch in maximum dimension. Mound backfill above finish grade to allow for settlement. Fill and restore any settlement of the backfill. Grade area to be restored to finish grade after settlement of backfill and immediately before restoration of vegetated areas.

3.10 FINISH GRADING

A. Shape the surface of all earthwork to conform to the lines, grades, contours and cross-sections shown on the drawings. Hand dressing may be required in certain areas or in confined areas where equipment operation is restricted.

B. In final shaping of the surface of the earthwork a tolerance of 0.1 foot above or below the plan elevation will be allowed with the following exceptions:

1. Earthwork shall be shaped to slope away from all buildings and structures.
2. Earthwork shall be shaped to match adjacent pavement, curb, sidewalks, and similar appurtenances.
3. Ditch bottoms and swales shall be shaped so that no water will be impounded except in areas designated for impoundment.

3.11 CLEANUP AND MAINTENANCE

A. Cleanup the job site as grading is completed. Remove excess earth, rock, bedding, materials, and backfill materials. Remove unused piping materials, structure components, and appurtenances. Restore items moved, damaged, or destroyed during construction.

B. Maintain the job site until the work has been completed and accepted. Fill excavations which settle when settlement is visible. Restore items damaged by construction or improper restorations. Keep dust conditions to a minimum.

3.12 STORAGE AND REMOVAL OF EXCAVATED MATERIAL

A. Suitable excavated material required for filling and backfilling operations may be stockpiled on the job site.

B. Remove unsuitable materials from the job site as unsuitable materials are excavated. Remove surplus suitable materials from the job site as excavations are backfilled.

C. Excavated suitable surplus materials shall remain the OWNER'S property and shall be stockpiled at the location(s) designated by the OWNER.

END OF SECTION

SECTION 02240 – DEWATERING (DURING CONSTRUCTION)

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: The work to be performed under this Section shall include the design and installation of a temporary wellpoint system to dewater subsurface waters so that the installation of utilities may proceed with a dry trench. The system shall remain in place until completion of construction.

B. Related Work Described Elsewhere:

1. Earthwork: Section 02200

1.02 QUALITY ASSURANCE

A. Qualifications: The temporary dewatering system shall be designed by a firm who regularly engages in the design of dewatering systems and who is fully experienced, reputable and qualified in the design of such dewatering systems. The firm shall have a successful record of operation for a minimum of five (5) years prior to bid date.

B. In lieu of experience, the dewatering firm shall provide a performance and warranty bond for 1.5 times the total installed cost of the temporary dewatering system. This bond shall be executed prior to award and/or contract execution.

C. Standards: The dewatering of any excavation areas and the disposal of water during construction shall be in strict accordance with all local and state government rules and regulations.

1.03 SUBMITTALS

A. Materials and Shop Drawings: Shop drawings required to establish compliance with the specifications shall be submitted in accordance with the provisions of Section 01310: Administrative Requirements.

1.04 CRITERIA

A. The wellpoint system shall be developed to the point that is capable of dewatering such that pipe can be laid and compacted satisfactorily as shown on the Drawings. Each wellpoint system shall be capable of dewatering and maintaining groundwater levels at the respective structures.

PART 2 – PRODUCTS

2.01 GENERAL

A. The equipment specified herein shall be standard wellpoint dewatering equipment of proven ability as designed and manufactured by firms having experience in the design and production of such equipment. The equipment furnished shall be designed, constructed and installed in accordance with the best practices and methods.

B. The use of wrapped underdrains or “socks” for dewatering shall not be allowed unless approval is obtained by the OWNER.

C. The CONTRACTOR shall be required to monitor the performance of the dewatering system during the progress of the work and require such modifications as may be required to assure that the systems will perform satisfactorily. Dewatering system shall be designed in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils and to preserve the integrity of adjacent structures.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Dewatering: The CONTRACTOR shall install a temporary wellpoint dewatering system for the removal of subsurface water encountered during construction of the proposed structures and/or piping.

3.02 PROTECTION AND SITE CLEAN-UP

A. At all times during the progress of the Work the CONTRACTOR shall use all reasonable precautions to prevent either tampering with the wellpoints or the entrance of foreign material.

B. In the event that satisfactory dewatering cannot be accomplished due to subsurface conditions or where dewatering could damage existing structures, the CONTRACTOR shall obtain the Owner/Engineer's approval of wet trench.

C. Immediately upon completion of the wellpoint system, the CONTRACTOR shall remove all of his equipment, materials, and supplies from the site of the work, remove all surplus materials and debris, fill in all holes or excavations, and grade the site to elevations of the surface levels which existed before work started. The site shall be thoroughly cleaned and approved by the Owner/Engineer.

3.03 DISPOSAL

A. Water pumped from the trench or other excavation shall be disposed of in storm sewers having adequate capacity, canals or suitable disposal pits.

B. CONTRACTOR is responsible for acquiring all permits required to discharge the water and shall protect waterways from turbidity during the operation.

C. In areas where adequate disposal sites are not available, partially backfilled trenches may be used for water disposal only when the CONTRACTOR'S plan for trench disposal is approved in writing by the Owner/Engineer. The CONTRACTOR'S plan shall include temporary culverts, barricades and other protective measures to prevent damage to property or injury to any person or persons.

D. No flooding of streets, roadways, driveways or private property will be permitted. Engines driving dewatering pumps shall be equipped with residential type mufflers. Where practical and feasible, electrical "drops" should be used in lieu of portable generators.

END OF SECTION

SECTION 02446 – DIRECTIONAL DRILLING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. The CONTRACTOR shall provide all necessary tools, materials and equipment to successfully complete the installation of directionally drilled piping as specified herein and shown on the drawings. The CONTRACTOR shall be responsible for the final constructed product, and for furnishing the qualified labor and supervision necessary for this method of construction.

B. The CONTRACTOR shall furnish all items necessary to perform the horizontal directional drilling operation and construct the pipe to the lines and grade shown on the drawings. Directional boring operations shall be performed within the right-of-way and/or easements shown on the drawings.

C. Boring must use techniques of creating or directing a borehole along a predetermined path to a specified target location. This must involve use of mechanical and hydraulic deviation equipment to change the boring course and must use instrumentation to monitor the location and orientation of the boring head assembly along a predetermined course.

D. Drilling must be accomplished with fluid-assisted mechanical cutting. Boring fluids shall be a mixture of bentonite and water or polymers and additives. Bentonite sealants and water will be used to lubricate and seal the mini-tunnel. It is mandatory that minimum pressures and flow rates be used during drilling operation as not to fracture the sub-grade material around and or above the bore.

E. The mobile drilling system shall utilize small diameter fluid jets to fracture and mechanical cutters to cut and excavate the soil as the head advances forward.

F. Steering shall be accomplished by the installation of an offset section of drill stem that causes the cutterhead to turn eccentrically about its centerline when it is rotating. When steering adjustments are required, the cutterhead offset section is rotated toward the desired direction of travel and the drill stem is advanced forward without rotation.

G. The mobile drilling system must be capable of being launched from the surface at an inclined angle and drilling a pilot hole. The pilot hole will then be enlarged with reamers as required.

H. Take all measures necessary to protect surrounding public and private property, adjacent buildings, roads, drives, and appurtenances from damage due to directional boring work. Protection shall include the environment including wetlands and the Halifax River. The CONTRACTOR shall be responsible for any impact or damages to surrounding facilities and businesses.

I. Drawings and Project Manual supercede any recommendations made in the geotechnical report.

1.02 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials (AASHTO).

B. Occupational Safety and Health Administration (OSHA).

C. American Water Works Associations (AWWA).

D. API Specifications 13A, 1993. Specification for Drilling Fluid Materials, Fifteenth Edition, Dallas, Texas. American Petroleum Institute.

E. Horizontal Directional Drilling Good Practices Guideline, HDD Industry Consortium, 300pp, 2nd ed., 2004.

F. ASTM F 1962. Standard Guide for Sue of Maxi-Horizontal Directional Drilling for Placement of Polyethylene Pipe or Conduit Under Obstacles, Including River Crossings.

1.03 DEFINITIONS

A. CONTRACTOR's Construction Drawings shall be defined as drawings by which the CONTRACTOR proposes to construct, operate, build, etc., the referenced item. The submission of these drawings shall be required for the sole purpose of providing the sufficient details to verify that the CONTRACTOR's work in progress is in accordance with the intent of the design.

1.04 SUBMITTALS

A. In accordance with Division 1,CONTRACTOR shall:

1. Submit for review complete construction drawings and/or complete written description identifying details of the proposed method of construction and the sequence of operations to be performed during construction, as required by the method of tunnel excavation approved. The drawings and descriptions shall be sufficiently detailed to demonstrate to the ENGINEER whether the proposed materials and procedures will meet the requirements of this specification. CONTRACTOR shall submit arrangement drawings and technical specifications of the machine and trailing equipment.

a. Complete details of the equipment, methods and procedures to be used, including but not limited to primary lining installation, timing of installation in relation to the excavation plan and sequence, proposed night work, maintaining access to residential and commercial properties, access for blocked driveways, pipe layout and staging, bulkheads, etc.

b. Grouting techniques, including equipment, pumping procedures, pressure grout types, mixtures and plug systems.

c. Method of controlling line and grade of excavation.

d. Details of muck removal, including equipment type, number, and disposal location.

e. Proposed contingency plans for critical phases and areas of directional drilling.

B. The CONTRACTOR shall prepare an installation plan which describes the following activities.

a. Noise reduction program.

b. Solids control, fluids recycling, and fluids handling.

c. Pilot hole drilling procedure.

d. Reaming operation.
e. Pullback and insertion plan.

   i. The installation plan shall consist of drawings showing the proposed layout of equipment and product within the allowable work space.
   ii. The plan shall include a listing of major equipment.
   iii. The plan shall list the resumes of the supervisory personnel to be used.

f. Ballasting operation.

   i. Ballasting and buoyancy modification plan shall include the use of clean water for the ballasting media.
   ii. Ballast water shall only be applied to pipe that is below mud line.
   iii. Submit a fill plan listing of equipment and materials to be used for ballasting operation, including water source, water volume required, ballast pipe details, water meter details, pump if required, and any other appurtenances required to complete the operation.

g. Use of rollers, sidebooms, and side rollers.

   i. Include type, size, spacing and layout of supports
   ii. Provide appropriately sized supports for the weight of pipe required.
   iii. Support layout shall adhere to the pipe supplier's guidelines.

h. Use of steel conductor casing

   i. Include size, material and joint type
   ii. Proposed depth of installation
   iii. Use of centralizers
   iv. Installation depth
   v. Limits of casing removal
   vi. Submit casing installation plan listing equipment, materials and any other appurtenances required to complete the operations.

i. Insertion pit and alignment.

   i. Insertion pit dimensionality shall be designed for the insertion angle and minimum bend requirements of the product pipe.

      1. Support roller(s) location and elevation per recommendation of pipe supplier

   ii. Insertion alignments shall conform to the recommendations of the pipe supplier.

j. Coating protection (as required per pipe material being used).

k. Internal cleaning and/or gauging.

l. Hydrostatic test.

m. Tracer wire installation and testing.
n. Sheeting, shoring, and dewatering as required.

o. All required support systems, including drilling tool suppliers, survey systems, mud cleaning, mud disposal, and other required support systems used during this operation shall be provided by the CONTRACTOR.

C. The contingency plan to be submitted shall describe the CONTRACTOR's proposed actions to the following events:

1. Hydrofracture Plan per Section 3.15- drilling fluids entering ground surface or waterway.
2. Loss of return or circulation of drilling fluids.
3. Pilot bore, reaming or product pullback obstruction.
4. Design line and grade deviations.
5. Loss of drill pipe or product.
6. Product collapse.

D. The installation plan shall include a detailed plan and profile of the bores plotted at a scale no smaller than one inch equals 20 feet horizontal and one inch equals 5 feet vertical. The CONTRACTOR shall provide anticipated drilling rates for pilot bore, reaming, number of pipe segments and pullback procedures. These drilling rates shall be used to calculate drilling fluid volumes required for pilot hole, each reaming pass and pullback. The CONTRACTOR shall guarantee pump capacity and that the drilling fluid cleaning system is capable of sustaining the anticipated drilling rates during the pilot bore, reaming and pullback. The CONTRACTOR shall have redundant or back-up equipment of at least equivalent size available within 24 hours or less.

E. Detailed descriptions, information, and catalog cuts for HDPE pipe, fittings, and transition fittings, and drilling fluids shall be submitted.

G. Quality Control Methods. At least 10 days prior to the start of directional drilling, CONTRACTOR shall submit a description of his quality control methods he proposes to use in his operations to the ENGINEER. The submittal shall describe:

1. Procedures for controlling and checking line and grade
2. Field forms for establishing and checking line and grade

H. The CONTRACTOR shall submit a detailed schedule for the HDD installation at least forty five (45) days prior to mobilization. The detailed schedule shall identify all major construction activities and durations, with beginning and completion dates shown. The detailed schedule shall be updated at least every week or more frequently, as directed by the ENGINEER, and shall include but not limited to the following items:

1. Pre-construction walk over and inspection.
2. Regular Mobilization and set-up.
3. Pilot bore
4. Pre-reaming and reaming.
5. Layout and thermal butt fusing of pipe.
6. Low-pressure air-testing, per the recommendations of the pipe supplier, of pipe prior to pullback when practical or as directed by the ENGINEER. See Section 02661.
7. Final reaming and pullback of product pipe.

8. Annulus grouting after installation (if required).
9. Installation of temporary pig launch and receiving locations per Section 02661.
10. Pig test to confirm that deformations of product pipe are within allowable tolerances and to clean the line.
11. Cleanup, surface restoration, and demobilization.

I. A Frac-out and Surface Spill Contingency Plan shall be prepared for the installation of pipelines using HDD. This plan shall be submitted to the ENGINEER prior to construction. A draft Frac-out plan is provided below for use by the CONTRACTOR to update and modify as necessary to meet the requirements of this specification and permit contingencies. This plan represents a minimum standard and the CONTRACTOR is urged to provide enhanced detail to assure no violations are committed. The CONTRACTOR shall submit a letter of intent signed by an authorized representative of the CONTRACTOR, confirming that the plan will be followed. The contingency plan for inadvertent returns/hydrofracture shall address all potential pathways for release of drilling fluid, and shall address containment, cleanup, and mitigation measures as well as reporting procedures and points of contact for the CONTRACTOR, OWNER, regulatory and permitting agencies. The Plan shall address releases to the ground surface, wetlands, and to waterways. A list of the stand-by equipment, to be located on-site during the complete boring operation, shall be provided by the CONTRACTOR to recover fluids from the waterway via truck and via boat. Floating turbidity barriers shall be part of the stand-by equipment to minimize dispersion in the event that drilling fluids reach the waterway.

J. Safety. Procedures including, but not limited to, monitoring for gases encountered shall be submitted.

K. Hazardous chemical list as well as all MSDS and technical data sheets.

L. Details of mud properties proposed during all phases of the HDD including the name of the mud Engineer who will periodically sample and review the mud and recommend adjustments if necessary.

1.05 DESIGN CRITERIA

A. Compatibility of Methods

1. The methods of excavation, lining, and groundwater control shall be compatible.

1.06 JOB CONDITIONS

A. Safety Requirements

1. Perform work in a manner to maximize safety and reduce exposure of men and equipment to hazardous and potentially hazardous conditions, in accordance with applicable safety standards.
2. Whenever there is an emergency or stoppage of work which is likely to endanger the excavation or adjacent structures, operate a full work force for 24 hours a day, including weekends and holidays, without intermission until the emergency or hazardous conditions no longer jeopardize the stability and safety of the work.

B. Air Quality

1. Conduct directional drilling operations by methods and with equipment, which will positively control dust, fumes, vapors, gases or other atmospheric impurities in accordance with applicable safety requirements.

1.07 PERMITS

A. Obtain any and all other permits required for prosecution of the work.

1.08 PROJECT RECORD DOCUMENTS

A. The CONTRACTOR shall provide seven (7) copies of the “Record Drawing” plans with record x-y-z coordinates within 15 days of construction of the Horizontal Directional Drilling Crossing. X-Y-Z coordinates shall be relative to the horizontal and vertical control for this project.

1.09 FIELD ENGINEERING AND SURVEYING

A. The CONTRACTOR shall employ registered land surveyors to locate the positions of the Horizontal Directional Drilling entry and exit points, establish elevation and horizontal datum for the bore head control, and lay out the pipe assembly area.

1.10 NOISE LEVELS

A. The CONTRACTOR shall perform work and operate equipment in a manner to minimize disturbances to the nearby residents and businesses.

1.11 ENVIRONMENTAL CONSIDERATIONS

A. The Horizontal Directional Drilling operation is to be operated in a manner to eliminate the discharge of water, drilling mud and cuttings during the construction process. CONTRACTOR shall provide equipment and procedures to maximize the recirculation or reuse of drilling mud to minimize waste. All excavated pits used in the drilling operation shall be lined by the CONTRACTOR with heavy duty plastic sheeting with sealed joints to prevent the migration of drilling fluids and/or ground water.

B. The CONTRACTOR shall visit the site and must be aware of the proximity of structures along and on either side of the crossings and provide the OWNER with a drilling plan outlining procedures to prevent drilling fluid from adversely affecting these structures, including contingency plans for containing and cleaning up any spills or inadvertent returns.

C. Waste cuttings and drilling mud shall be processed through a solids control plant comprised as a minimum of sumps, pumps, tanks, desilter/desander, centrifuges, material handlers, and haulers all in a quantity sufficient to perform the cleaning/separating operation without interference with the drilling program. The cuttings and excess drilling fluids shall be dewatered and dried by CONTRACTOR to the extent necessary for disposal in off-site landfills. Water from the dewatering process shall be treated by CONTRACTOR to meet permit requirements and disposed of locally. The cuttings and water for disposal are subject to being sampled and tested. The construction site and adjacent areas will be checked frequently for signs of unplanned leaks or seeps.

D. Equipment (graders, shovels, etc.) and materials (such as groundsheets, haybales, booms, and absorbent pads) for cleanup and contingencies shall be provided in sufficient quantities by CONTRACTOR and maintained at the site for use in the event of inadvertent leaks, seeps or spills.

PART 2 – PRODUCTS

2.01 GENERAL

A. Refer to Section 02614 for HDPE pipe material

B. CONTRACTOR shall install 3 strands of tracer wire with directional drilled HDPE pipe for location purposes. Refer to Specification Section 02802.

2.02 DIRECTIONAL BORING EQUIPMENT

A. The directional boring equipment shall be steerable by means of an electronic tool directional system. The directional boring equipment shall have thrust, pullback, and torque capacities greater than the required values of thrust, pullback, and torque calculated and submitted by the CONTRACTOR as necessary for the installation. The gage readings for thrust that correspond to the design maximum pullback stress of the HDPE will be submitted by the CONTRACTOR. The CONTRACTOR shall submit these calculations and supplemental records from similar projects to verify the reasonableness of the calculations. Similar projects will be deemed those with diameters, depths, installed lengths, and ground conditions similar to those of the specified project. Project owner, point of contact, and telephone number and address shall be submitted for such projects.

B. Drill pipe shall be API steel drill pipe, Range 2, Premium Class or higher, Grade S-135 in a diameter sufficient for the torque and longitudinal loads and fluid capacities required for the work. Only drill pipe inspected under API's Recommended Practice Specification API RP 7G within 30 days prior to start and certified as double white band or better shall be used.

C. Bentonite shall be provided as specified in API Specifications 13A, Specification for Oil Well Drilling Fluids Materials for fresh water drilling fluids. Any modification to the basic drilling fluid involving additives must describe the type of material to be used and be included in CONTRACTOR's drilling plan presented to the OWNER. The OWNER retains the right to sample and monitor the waste drilling mud, cuttings and water. The composition of the drill fluid is determined by the results of the geotechnical investigation executed in line with the framework of the project planned before construction.

2.03 PIPE PULL HEAD

A. Pull head used to install the product pipe shall be designed especially for the product pipe being used. It shall conform to the recommendations of the pipe supplier.

PART 3 – EXECUTION

3.01 GENERAL

A. The CONTRACTOR shall be responsible for his means and methods of directional drilling construction and shall ensure the safety of the work, the CONTRACTOR's employees, the public, and adjacent property, whether public or private.

B. CONTRACTOR should anticipate that portions of the drilled excavation will be below the groundwater table.

C. Comply with all local, state and federal laws, rules and regulations at all times to prevent pollution of the air, ground and water.

3.02 EQUIPMENT

A. Diesel, electrical, or air-powered equipment will be acceptable, subject to applicable federal and state regulations.

B. Any method or equipment that the CONTRACTOR can demonstrate will produce the specified results will be considered.

C. CONTRACTOR shall employ equipment that will be capable of handling the various anticipated ground conditions. In addition, the equipment shall:

1. Be capable of minimizing loss of ground ahead of and around the machine and providing satisfactory support of the excavated face at all times.
2. Provide a system to indicate whether the amount of earth material removed is equivalent to that displaced by the advance of the machine such that the advance rate may be controlled accordingly.

D. Provide adequate secondary containment for any and all portable storage tanks.

E. Redundant directional boring equipment of equal or larger capacity, which can be mobilized to the site in less than 4 hours after the documented failure, shall be owned or retained by the CONTRACTOR.

3.03 SITE CONDITIONS

A. Exposure of product pipe to sunlight shall be limited to one year or less.

3.04 DIRECTIONAL DRILLING DATA

A. Daily logs of construction events and observations shall be submitted on at least the following:

1. Location and elevation of significant soil strata boundaries and brief soil descriptions.
2. Drill rig pressures and torsional forces, if applicable

3.05 CONTROL OF THE DRILL LINE AND GRADE

A. Construction Control.

1. The CONTRACTOR shall establish and be fully responsible for the accuracy of his own control for the construction of the entire project, including structures, drill line and grade.
2. The CONTRACTOR’s control points shall be established sufficiently far from the drilling operation not to be affected by construction operations.
3. The CONTRACTOR shall maintain daily records of alignment and grade and shall submit three copies of these records to the ENGINEER. However, the CONTRACTOR remains fully responsible for the accuracy of his work and the correction of it, as required.

4. The CONTRACTOR shall submit records of equipment calibrations and certifications for all equipment used for downhole wireline surveys and tracking of the drill head. Procedures for operating the downhole wireline survey tools shall be described, including measures to verify the accuracy of the equipment readings. The CONTRACTOR shall submit a drawing with the surveyed location of the surface wire grid system for the “Paratrack” or approved alternate equipment tracking system. The CONTRACTOR shall submit methods for surveying the coordinates of the surface wire grid system both on shore and across or under the waterway.

3.06 MONITORING

A. The position of the drill string shall be monitored by the CONTRACTOR with the downhole survey instruments. CONTRACTOR shall compute the position in the X, Y and Z axis relative to an above ground undisturbed reference from downhole survey data a minimum of once per drill pipe length, 15 feet or 15 minutes whichever is more frequent. Serious deviations between the design positions which may affect the installation of the pipeline shall be documented and immediately brought to the attention of the OWNER for discussion and/or approval. The profile and alignment designed on the construction drawings for the bores define the minimum depth and radius of curvature. The CONTRACTOR shall furnish a “Directional Bore Log” for each bore completed.

B. Between the entry or exit point the CONTRACTOR shall provide and use a steering system employing magnetic steering with wireline tracking and shall be supplemented by a “Paratrack” or equivalent tracking system installed that completely encompasses the area between the entry and exit point including subaqueous areas. A gyro steering tool such as Drillguide GST by SlimDril International or equivalent may also be used as an alternative to magnetic steering. The exit point shall fall within a 3-foot radius of the planned exit point and must be within right-of-way.

3.07 EXISTING UTILITIES

A. The drawings show existing buried utilities that are believed to be near the directional drill alignment. There is no guarantee that these utilities are located as shown or that other utilities may be present. It will be the CONTRACTOR’s responsibility to locate all nearby utilities or other subsurface obstructions that may interfere with the work. The CONTRACTOR shall notify the One-Call Service for locating all utilities within the alignment. The CONTRACTOR shall also be responsible for locating all tie-backs and anchors that may interfere with the work and provide a solution to overcome the interference.

3.08 TOLERANCES

A. Pipe installed by the directional drilled method must be located in plan as shown on the Drawings, and must be no shallower than shown on the Drawings unless otherwise approved. The CONTRACTOR shall plot the actual horizontal and vertical alignment of the pilot bore at intervals not exceeding 15 feet. This “as-built” plan and profile shall be up-dated as the pilot bore is advanced. The CONTRACTOR will at all times provide and maintain instrumentation that will accurately locate the pilot hole and measure drilling fluid flow and pressure. The CONTRACTOR shall grant the ENGINEER access to all data and readout pertaining to the position of the bore head and the fluid pressures and flows. When requested, the CONTRACTOR shall provide explanations of this position monitoring and steering equipment. The CONTRACTOR shall employ experienced personnel to operate the directional drilling equipment and, in particular, the position

monitoring and steering equipment. No information pertaining to the position or inclination of the pilot bores shall be withheld from the ENGINEER.

B. The exit point shall be located as shown with an overall alignment tolerance of 3-feet left/right and within right-of-way. The alignment of each pilot bore must be approved by the ENGINEER before pipe can be pulled. If the pilot bore fails to conform to the above tolerances, the ENGINEER may, at his option, require a new pilot boring to be made at the CONTRACTOR's expense.

3.09 REAM AND PULL BACK

A. Upon approval of the pilot hole location by the ENGINEER, the hole opening or enlarging phase of the installation shall begin. The borehole diameter shall be increased to accommodate the pullback operation of the HDPE pipe. The type of hole opener or back reamer to be utilized in this phase shall be determined by the types of subsurface soil conditions that have been encountered during the pilot hole drilling operation. The reamer type and the number and size of such reaming operations shall be at the CONTRACTOR's discretion with the final hole opening diameter being a minimum of 12 inches larger and a maximum of 50 percent larger than the outside diameter of the product pipe to be installed in the borehole. The hole shall be swabbed prior to pipe pullback. The forces during the final reaming pass and swab pass shall be monitored and recorded to verify the suitability of borehole preparation. Data monitored shall include rod number, time to pull each rod, pull back force and peak torque a minimum of once per rod. This data shall be submitted to the ENGINEER for review. The CONTRACTOR shall demonstrate that the hole is adequately prepared as a prerequisite for commencing pullback operations.

B. Pulling Loads: The maximum pull (axial tension force) exerted on the HDPE pipelines shall be measured continuously and limited to the maximum allowed by the pipe supplier.

C. Torsion and Stresses: A swivel shall be used to connect the pipeline to the drill pipe to prevent torsional stresses from occurring in the pipe.

D. Pipeline Support: The pipelines shall be adequately supported during installation so as to prevent overstressing or buckling in accordance with Specification 02614 - High Density Polyethylene Pipe and Fittings (HDPE) or the pipe supplier's recommendations. The CONTRACTOR shall provide adequate support/rollers along the stringing area to support the required length of the HDPE. Support/rollers spacing, roller size/type and number of rollers shall be submitted for review during Horizontal Directional Drill installation and for protection of the HDPE pipe from damage. Rollers shall be comprised of a non-abrasive material arranged in a manner to provide support to the bottom and bottom quarter points of the pipeline allowing for free movement of the pipeline during pullback.

E. All prepared pipe that is being used for installation shall be adequately supported off the ground along the entire length to avoid damaging of the material during pullback due to ground surface conditions. Surface cuts or scratches greater than or equal to 10% of the wall thickness are not acceptable.

F. Damaged Pipe: If at any time when the product is pulled back and any exposed areas have a greater than allowable "gouging" or visible marring of the pipe per Specification 02614 - High Density Polyethylene Pipe and Fittings (HDPE), the damaged section shall be removed and replaced by the CONTRACTOR at his expense.

G. Each length of pipe shall be inspected and cleaned as necessary to be free of debris immediately prior to joining.

H. The CONTRACTOR shall at all times handle the HDPE pipe in a manner that does not overstress the pipe in accordance with Specification 02614 - High Density Polyethylene Pipe and Fittings (HDPE) or the manufacture's recommendations. Vertical and horizontal curves shall be limited so that wall stresses do not exceed 50% of yield stress for flexural bending of the HDPE. If the pipe is buckled or otherwise damaged, the damaged section shall be removed and replaced by the CONTRACTOR at his expense. The CONTRACTOR shall take appropriate steps during pullback to ensure that the HDPE pipe and tracer wires will be installed without damage.

I. After the carrier pipe is completely pulled through the tunnel, a sufficient relaxation period as recommended by the specified pipe supplier shall be provided prior to the final pipe tie-in.

3.10 HANDLING, DRILLING FLUIDS AND CUTTINGS

A. During the drilling, reaming, or pullback operations, the CONTRACTOR shall make adequate provisions for handling the drilling fluids, or cuttings at the entry and exit pits. These fluids must not be discharged into the waterway. When the CONTRACTOR's provisions for storage of the fluids or cuttings on site are exceeded, these materials shall be hauled away to a suitable legal disposal site. The CONTRACTOR shall conduct his directional drilling operation in such a manner that drilling fluids are not forced through the subbottom into the waterway. After completion of the directional drilling work, the entry and exit pit locations and all other areas affected by the directional drilling operation shall be restored to original conditions. The CONTRACTOR shall comply with all permit provisions.

B. Pits and berms constructed at the entry or exit point area shall be so constructed to completely contain the drill fluid and prevent its escape to the waterway.

C. The CONTRACTOR shall consider using the PRCI or other method to more accurately account for the "hydrokinetic" force. The drilling fluid shall be managed such that the maximum weight is 10.5 ppg or 11.0 ppg, which in turn will keep the pull load lower.

D. As part of the installation plan herein specified, the CONTRACTOR shall submit a drilling fluid plan which details types of drilling fluids, cleaning and recycling equipment, estimated flow rates, pit and berm construction and procedures for minimizing drilling fluid escape.

3.11 LAYOUT OF ENTRY AND EXIT PIT AREAS

A. The CONTRACTOR shall provide access around the construction staging area identified on the plans to facilitate pedestrian and vehicular access within the property.

B. The CONTRACTOR shall coordinate with the OWNER and inform property owners of vehicular access to the property driveways during drilling activities. The CONTRACTOR shall submit a staging plan for HDPE stringing prior to pipe pull back for approval by the ENGINEER in accordance with Section 1.4. The pipe fusing and stringing shall be coordinated with the completing of the bore to limit the amount of time the HDPE pipe string will impact the residents.

C. The pipes shall be laid and assembled in a manner that does not obstruct adjacent roads or City or Public activities adjacent to the layout areas except as shown otherwise or approved in the staging and layout plan.

D. The CONTRACTOR shall erect temporary fencing around the entry and at the exit used for construction and pipe staging areas.

3.12 COMPLETION OF DIRECTIONAL DRILLING

A. In the event of failure to install the directional drilled pipeline, the CONTRACTOR shall retain possession of any CONTRACTOR supplied HDPE and remove it from the site. The bore holes shall be completely filled with grout to prevent future problems. If the pipe cannot be removed from the bore it shall be cut off 5 feet below ground and the pipe and annular space shall be grouted.

3.13 DISPOSAL OF EXCESS MATERIAL

A. Where such effort is necessary, cost for groundwater control during the course of the drilling work shall be included in the unit contract price for the work.

B. Dewatering required during the course of the project to lower water table, to remove standing water, surface drainage seepage, or to protect ongoing work against rising waters or floods shall be considered incidental to the work being performed.

C. CONTRACTOR shall remove all puddled bentonite (drillers mud), all soil cuttings (suitable and unsuitable material) and dispose of off-site in a legal manner, at no additional cost to the OWNER.

3.14 HYDROFRACTURE MONITORING & EMERGENCY MANAGEMENT PLAN BEST MANAGEMENT PRACTICES (BMPs)

A. An emergency response shall be rendered by the CONTRACTOR in the event of a bentonite spill (hydrofracture) during directional drill operations utilized during the construction. The CONTRACTOR is responsible for modifying and adding detail to this draft plan, as necessary for the subject project, and submitting it for review and approval prior to work in accordance with Division 1.

B. The draft bentonite spill management plan is outlined and characterized as follows. The CONTRACTOR will implement all Best Management Practices (BMPs) described in this section to minimize the potential for adverse environmental impacts during the HDD Process. BMPs for erosion control within the staging areas will be implemented and properly maintained at all times during construction of the upland entrance/exit shafts and drilling operations to prevent siltation and turbid discharges in excess of State water quality standards in accordance with Florida Statutes 62-302 F.A.C. Methods will include, but are not limited to, the use of staked hay bales, staked filter cloth, sodding, seeding and mulching as appropriate; staged construction; and the installation and maintenance of turbidity screens around the immediate project site when adjacent or near to open water.

C. The site supervisor/foreman will be familiar with all aspects of the drilling activity including the contents of the Hydrofracture Monitoring Plan. The draft bentonite spill management plan is outlined and characterized as follows. The CONTRACTOR will implement all Best Management Practices (BMPs) described in this section to minimize the potential for adverse environmental impacts during the HDD Process. BMPs for erosion control within the staging areas will be implemented and properly maintained at all times during construction of the upland entrance/exit shafts and drilling operations to prevent siltation and turbid discharges in excess of State water quality standards in accordance with Florida Statutes 62-302 F.A.C. Methods will include, but are not limited to, the use of staked hay bales, staked filter cloth, sodding, seeding and mulching as appropriate;

staged construction; and the installation and maintenance of turbidity screens around the immediate project site when adjacent or near to open water.

D. All entry and exit pit locations have been located in uplands. The area contains asphalt roadway with overhead wires. All construction staging will also occur in these upland areas. Exit and entry pits are also a part of the work areas and will be enclosed by silt fences and other sediment and erosion control as appropriate. A spill kit will be onsite and used if a hydrofracture occurs. A vacuum truck will be readily available within fifteen minutes of the job site during all drilling operations at the work site. Containment materials (hay bales, silt fencing, sand bags, hydrofracture spill kits, etc.) will be staged onsite at locations were they are readily available and easily mobilized for immediate use in the event of an accidental release of drilling mud (hydrofracture). The site supervisor/foreman will have the authority to stop work and commit the resources (personnel and equipment) necessary to implement this plan. The site supervisor/ foreman will assure that a copy of this plan is available onsite and accessible to all construction personnel.

E. EQUIPMENT

The site supervisor/foreman will ensure that:

1. All equipment and vehicles are being checked and maintained daily to prevent leaks of hazardous materials.
2. Spill kits and spill containment materials are available onsite at all times and that the equipment is in good working order.
3. Equipment required to contain and clean up a hydrofracture release on land or under water, including vacuum devices and hoses, will either be available at the work site or readily available at an offsite location.
4. Silt fences, absorbent pads and plastic sheeting for placement beneath motorized equipment will be used to protect local waterways or wetlands from engine fluids.
5. Water containing mud, silt, bentonite, or pollutants from equipment washing or other activities will not be allowed to enter adjacent wetlands. The bentonite used in the drilling process will either be disposed of at an approved disposal facility or recycled in an approved manner. Other construction materials and wastes will be recycled, or disposed of, as appropriate.
6. A vacuum truck will available at a location from which it can be mobilized to the job site within fifteen minutes.

F. TRAINING

Prior to the start of construction, the site supervisor/foreman will ensure that crew members receive training in the following:

1. The provisions of the Hydrofracture Monitoring & Emergency Management Plan, equipment maintenance and site-specific permit and monitoring requirements.
2. Inspection procedures for release prevention and containment equipment and materials.
3. Contactor/crew member responsibilities in the event of a release.
4. Operation of release prevention and control equipment and the location of the release control materials, as necessary and appropriate.
5. Protocols for communication with agency representatives who might be onsite during the clean-up effort.
6. Environmental regulations and requirements (see below)

G. HYDROFRACTURE MONITORING

The following procedures will be followed each day, prior to the start of work. The Hydrofracture Monitoring & Emergency Management Plan will be available onsite throughout construction. The site supervisor/foreman will ensure that a job briefing meeting is held at the start of each day of drilling to review the appropriate procedures to be followed in case of a hydrofracture. Questions will be answered and clarification given on any point about which the drilling crew or other project staff has concerns.

H. PRESSURE MONITORING

Drilling pressures will be closely and continuously monitored to determine the possibility that a hydrofracture is occurring.

Once the drill rig is in place and the drilling begins, the drill operator will stop work whenever the pressure in the drill rig drops or there is a lack of returns in the entrance pit. At this time the site supervisor/foreman will be informed of the potential hydrofracture. The site supervisor/foreman and the drill rig operator(s) will identify the likely location of the hydrofracture. The location of the hydrofracture will be recorded and notes made on the location and measures taken to address the concern. The following subsections will be adhered to when addressing a hydrofracture situation.

Drilling operations will be halted by the drill rig operators immediately upon detection of a drop in drilling pressure or other evidence of a hydrofracture. The clean-up of all spills will begin immediately. The OWNER will be notified immediately of any spills and will be consulted regarding clean-up procedures. A spill kit will be onsite and be used if a hydrofracture occurs. A vacuum truck, hose(s), and containment materials such as straw bales, will also be onsite or offsite prior to and during all operations. The information will include the location of the hydrofracture and an estimate of the volume of drilling fluids accidentally released. See the ‘Notification’ Section below, for all agency points of contact, as well as all information to be included in written reports.

The site supervisor/foreman will be immediately notified. In the event of a hydrofracture, the site supervisor/ foreman will conduct an evaluation of the situation and direct recommended actions in accordance with the following sections.

I. HYDROFRACTURE CONTINGENCY PLAN

1. Field Response to Hydrofracture

The response of the field crew to a hydrofracture release will be immediate and in accordance with procedures identified in this Plan. All appropriate emergency actions that pose additional threats to sensitive resources will be taken, as follows:

a. Drilling will stop immediately.

b. At the discretion of the site supervisor/foreman the drill pipe will be pulled back to relieve pressure on hydrofracture.

c. The site supervisor/foreman will be notified to ensure that management and the safety department is notified, adequate response actions are taken and notifications are made.

d. The site supervisor/foreman will evaluate the situation and recommend the type and level of response warranted, including the level of notification required.

e. All agency contacts will be notified as identified in the 'Notification' Section below.

f. If the hydrofracture is minor, easily contained, has not reached the surface and is not threatening sensitive resources, the properties of the drilling fluids may be changed and/or a loss of circulation material (LCM) previously approved by the Florida Department of Environmental Protection (FDEP) may be used to eliminate or reduce the severity of the hydrofracture. If a hydrofracture has reached the surface, any material contaminated with bentonite will be removed by hand, contained and properly disposed of, as required by law. A dike or berm may be constructed around the hydrofracture to entrap released drilling fluid, if necessary. Clean sand will be placed and the area returned to pre-project contours.

g. If a hydrofracture occurs on land, reaches the surface and becomes widespread, the site supervisor/foreman will authorize a readily-accessible vacuum truck or other equipment stored offsite to be mobilized. The vacuum truck or other equipment may be positioned at either end of the line of the drill so that the hydrofracture can be reached by crews on foot, or may be located so that contaminated soils can be vacuumed up or removed.

h. If possible, a turbidity curtain will be installed surrounding the hydrofracture location. When the area of the hydrofracture is determined, a hydraulic vacuum hose is deployed down to the hydrofracture site within 24 hours. The pump will be turned on and start vacuuming up the bentonite into Dirt Bags. Once a 10-yard bag is filled, it will be placed onto a cargo net, lift bags will be attached to the net, and the filter bag will be brought over to land where it will be picked up and placed it into a waiting dump truck or roll-off container. All clean-up material will be properly disposed of in an approved upland disposal site in accordance with FDEP's solid waste rules and criteria.

i. Once the site is cleaned up, the area will be photographed and all appropriate agencies will be notified for further instruction, if needed. All of the parties will meet onsite and determine if a chemical plug will be used to attempt to close the hydrofracture or if the bore should be tripped out of the ground and a deeper bore path should be used.

2. Use of Viscosity-Increasing or Leak Stopping Compounds

If the hydrofracture is minor, easily contained, has not reached the surface and is not threatening sensitive resources, the properties, such as viscosity, of the drilling fluids may be changed and/or a leak stopping compound (LCM) will be used to mitigate the hydrofracture. The viscosity of the drilling fluid can be increased by the use of a viscosifier such as Max Gel, which has been approved by FDEP for use as an HDD additive. Max Gel promotes the stability of the bore hole and can more than double the viscosity of the drilling fluid to help control lost circulation. One of the leak-stopping compounds proposed for use in this project, if necessary, is Magma Fiber, which has also been previously approved by FDEP for use as an additive for HDD. Magma Fiber acts to plug voids and fractures encountered along the borehole by forming an interlocking matrix. It has been formulated to migrate to areas of high permeability to seal off voids and control the loss of drilling fluids.

J. NOTIFICATIONS

In the event a hydrofracture reaches a nearby surface water, the CONTRACTOR will immediately notify the appropriate resource agencies. Agencies to be notified include the U.S. Army Corps of Engineers and FDEP. All agency notifications will occur within 24 hours and proper written documentation will be submitted to agencies within 10 business days. The following information will be provided in these written reports:

1. Name and telephone number of person reporting
2. Location of the release
3. Date and time of the release
4. Type, quantity, and estimated size of drilling fluid release
5. How the release occurred
6. The type of activity that was occurring around the area of the hydrofracture
7. Description of any sensitive areas and their location in relation to the hydrofracture
8. Description of the methods used to clean up or secure the site
9. Listing of the current permits obtained for the project

K. CONTINGENCY MITIGATION PLAN

Following the clean-up of a hydrofracture, the CONTRACTOR will conduct an evaluation of the situation and coordinate with all environmental regulatory agencies to develop a mitigation plan to fully offset any impacts to protected benthic and/or aquatic resources. A Uniform Mitigation Assessment Method (UMAM) that describes how proposed mitigation would offset both direct and indirect impacts to impacted resources will be prepared as part of a remediation/mitigation plan. The mitigation plan will also include restoration actions and biological monitoring with clearly-defined tasks, schedules and performance standards.

L. RESPONSE CLOSE-OUT PROCEDURES

When the release has been contained and cleaned up, response closeout activities will be conducted at the direction of the site supervisor/foreman and will include the following:

1. The recovered drilling fluid will either be recycled or hauled to an approved facility for disposal. No recovered drilling fluids will be discharged into adjacent surface waters, or any other water/drainage structure.
2. All hydrofracture excavation and clean-up sites will be returned to pre-project contours using clean fill for upland areas, as necessary.
3. All containment measures (fiber rolls, straw bales, etc.) will be removed, unless otherwise specified by the site supervisor/foreman.

M. CONSTRUCTION RE-START

For small releases not requiring external notification, drilling may continue if 100-percent containment is achieved through the use of a FDEP-approved leak-stopping compound or redirection of the drill path and the clean-up crew remains at the hydrofracture location throughout the construction period.

END OF SECTION

SECTION 02500 – PAVING

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section provides paving requirements (by reference) and base and curbing requirements for the roadway resurfacing project.

B. Related Work Specified Elsewhere:

1.02 QUALITY ASSURANCE

A. CONTRACTOR shall be responsible for employing an independent testing laboratory to prepare required design mixes and to monitor his quality control procedures. CONTRACTOR shall be responsible for all asphalt plant testing.

B. CONTRACTOR shall provide a certificate that all materials and workmanship provided by him conform to Contract Requirements.

C. OWNER will retain an independent testing laboratory to field verify quality of materials used in paving work.

D. Where the “Standard Specifications” require that materials be from a source approved by the Department of Transportation, CONTRACTOR may provide proof of such source approval or he may employ an independent testing laboratory to perform necessary sampling and testing and to certify that all source meets requirements for Department approval.

1.03 REFERENCE STANDARDS

A. The “Standard Specifications” referred to in this Section are the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. The most current edition shall be used unless a specific edition is referred to. Those paragraphs in the “Standard Specifications” referring to Measurement and Payment are not applicable to work under this contract.

B. References to AASHTO shall mean the American Association of State Highway and Transportation Officials.

1.04 SUBMITTALS

A. Submit Certificate of Compliance with specified requirements in duplicate for OWNER’s and ENGINEER’s file.

B. Design mixes, complete with back-up data, shall be submitted before paving begins in quadruplicate for use by OWNER, ENGINEER, Quality Control Laboratory and field inspector.

1.05 JOB CONDITIONS

A. Alignment and Elevations:

1. Establish and maintain alignment and elevations as shown or specified.

B. Weather Limitations:

1. Conform to weather limitations specified for each component of the paving system.

PART 2 – PRODUCTS

2.01 STABILIZED SUBGRADE

A. Materials for use in constructing the stabilized subgrade shall conform to the requirements of Section 914 of the “Standard Specifications”.

2.02 MATERIALS FOR CRUSHED CONCRETE BASE COURSE

A. The minimum percentage of carbonate of calcium and magnesium in the crushed concrete material shall be 60. The maximum percentage of water-sensitive clay mineral shall be 3. Determination shall be at the option of the ENGINEER.

B. Crushed concrete material shall not contain cherty or other extremely hard pieces, or lumps, balls, or pockets of sand or clay size material in sufficient quantity as to be deleterious to the proper bonding, finishing, or strength of the crushed concrete base.

2.03 MATERIALS FOR LIMEROCK BASE COURSE

A. Limerock materials for the construction of base courses shall conform to the requirements of Section 230 of the “Standard Specifications”.

2.04 MATERIALS FOR ASPHALTIC CONCRETE MIXTURES

A. Materials for use in asphaltic concrete mixtures shall conform to the requirements listed in “Standard Specifications”, as further clarified in Section TP of the project specifications.

B. The use of recycled asphaltic concrete will not be allowed for any purpose without written permission of the ENGINEER.

C. CONTRACTOR shall employ an independent testing laboratory to test materials and prepare a design mix for the type of mix to be used on the project and to monitor plant asphalt production for quality control, as specified by OWNER.

D. The asphaltic concrete manufacturing plant, used for the asphaltic concrete mixture, shall be a maximum of fifty (50) miles from the project site.

2.05 MATERIALS FOR PRIME AND TACK COATS FOR BASE COURSES

A. Materials used for prime and tack coats shall conform to the requirements of Section 300 of the “Standard Specifications”, latest Edition.

2.06 CONCRETE CURB AND CURB AND GUTTER

A. Concrete for use in concrete curb and curb and gutter shall be non-structural concrete conforming to the requirements of Section 520 of the “Standard Specifications”, latest Edition.

PART 3 – EXECUTION

3.01 INSPECTION

A. Examine areas where pavements are to be constructed. Ensure that clearing and grubbing has been satisfactorily completed. Verify that subgrade has been constructed to proper elevations and that fill in embankment has been properly compacted.

3.02 STABILIZED SUBGRADE

A. The stabilized subgrade shall be constructed in accordance with the requirements of Section 160 of the “Standard Specifications”.

B. At least 3-inches (loose measurement) of a suitable commercial or local stabilizing material, as described in the “Standard Specifications”, Section 914, shall be mixed into the subgrade for stabilization in accordance with the “Standard Specifications”, Section 160. The Limerock Bearing Ratio (LBR) shall be 40. Density tests will be paid for by the OWNER except that all retests required due to failure to meet specifications shall be paid for by the CONTRACTOR.

C. After the subgrade has been prepared, it shall be kept free from ruts, depressions and any damage resulting from the hauling or handling of tools and equipment.

3.03 CRUSHED CONCRETE BASE COURSE

A. Samples of base course material shall be supplied by the CONTRACTOR at his expense, and all materials shall be approved by the ENGINEER prior to use in the work. Additional samples of base course materials shall be furnished during construction as required by the ENGINEER.

B. The material shall be transported to the point where it is to be used, over material previously placed, and dumped on the end of the preceding spread. No hauling shall be done over the subgrade.

C. At least 97% (by weight) of the material shall pass a 3 ½-inch sieve and the material shall be graded uniformly down to dust. The fine materials shall consist entirely of dust or fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.

D. The base shall be bladed and shaped to conform to the typical sections shown on the Drawings. The base shall then be compacted by rolling with a combination of steel wheel and rubber tired rollers until an average density of 98% of the maximum density obtainable under AASHTO Method T-180 is reached. The base shall have an average LBR of not less than 100. The LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

3.04 LIMEROCK BASE COURSE

A. Limerock base course shall be constructed in accordance with the requirements of and to the tolerances shown in Section 230 of the “Standard Specifications”.

3.05 ASPHALTIC CONCRETE PAVING

A. Asphaltic concrete mixtures for use in leveling and surface courses shall be prepared, placed, compacted and finished in compliance with Section TP of these Specifications.

3.06 PRIME AND TACK COATS

A. Equipment for application, preparation of surfaces, weather limitations, methods and rates of application shall conform to the requirements of Section 300 of the “Standard Specifications”, latest Edition.

3.07 CONCRETE CURB AND CURB AND GUTTER

A. Concrete curb and curb and gutter shall be constructed in compliance with the requirements of Section 520 of the “Standard Specifications”, latest Edition.

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END OF SECTION

SECTION 02614 – HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Provide and install high density, high molecular weight polyethylene (HDPE) pipe and fittings of the sizes and in the locations shown on the Drawings and as specified for use in directional drilling.

B. Related Work:

1. General Conditions.
2. Earthwork: Section 02200.
3. Directional Drilling: Section 02446.
4. Pressure Testing of Piping: Section 02661.

1.02 STANDARDS

A. Pipe ½ inches through 3 inches shall conform to AWWA C901 and the Specifications.

B. Pipe and fittings 4 inches through 63 inches shall conform to AWWA C906 and the Specifications.

1.03 SUBMITTALS

A. Submit shop drawings in accordance with Section 01310: Administrative Requirements.

B. Submit manufacturer's recommended method for butt-fusing joints.

C. The polyethylene pipe manufacturer shall provide certification that stress regression testing has been performed on the specific product. Certification shall include a stress life curve per ASTM D2837.

D. Provide certification that the material is listed by the Plastic Pipe Institute in PPI TR-3 with a hydrostatic design basis of 1600 psi at 73°F. The PPI listing shall be in the name of the pipe manufacturer and shall be based on ASTM D2837 and PPI TR-3 testing and validation of samples of the pipe manufacturer's production pipe.

E. The manufacturer's certification shall state that the pipe was manufactured from one specific resin in compliance with these Specifications. The certificate shall state the specific resin used, its source, and list its compliance to these specifications.

F. Submit certified lab data to verify specified physical properties. Certify that tests are representative of pipe supplied for this project.

G. Submit affidavit of compliance with referenced standards (e.g., AWWA C901, C906, etc.).

H. Submit qualification certificates for operators of heat fusion equipment.

I. Submit schedule for placement of and removal of test bulkheads.

J. Submit certification that materials intended to contact potable water are listed under NSF 61.

1.04 INSPECTION

A. All materials and installation furnished under this specification are subject to inspection by the CITY'S Representative.

1.05 QUALITY AND WORKMANSHIP

A. The pipe and fitting manufacturer's production facilities shall be open for inspection by the OWNER or his designated agents. During inspection, the manufacturer shall demonstrate that the facilities are capable of manufacturing the pipe and fittings required by this specification, that a quality control program meeting the minimum requirements of ASTM D3035 and ASTM F714 is in use, and that facilities for performing the test required by this specification are in use.

1.06 QUALIFICATION OF FUSION OPERATORS

A. Each operator performing fusion joining shall be qualified in the use of the manufacturer's recommended fusion procedure(s) by the following:

1. Appropriate training or experience in the use of the fusion procedure.

2. Making a sample joint according to the procedure that passes the following inspection and tests:

a. The joint shall be visually examined during and after joining and found to have the same appearance as a photograph or sample of an acceptable joint that was joined in accordance with the procedure; and

b. The joint shall be tested or examined by one of the following methods:
(1) Pressure and tensile test as described in 49 CFR 192.283; or
(2) Ultrasonic inspection and found to be free of flaws that would cause failure; or
(3) Cut into at least three longitudinal straps, each of which is:
(a) Visually examined and found to be free of voids or unbonded areas on the cut surface of the joint, and
(b) Deformed by bending, torque, or impact and if failure occurs, it must not initiate in the joint area.

c. Each operator shall be requalified under the procedure, if, during any 12-month period he:
(1) Does not make any joints under the procedure; or
(2) Has three joints or three percent of the joints he has made, whichever is greater, that are found unacceptable by testing under 49 CFR 192.513.

1.07 DELIVERY, STORAGE AND HANDLING

A. On site pipe storage shall meet all manufacturers' requirements.

B. Transport individual pipe lengths to the job site on padded bunks with nylon tie-down straps or padded bonding to protect the pipe. Coiled HDPE pipe shall be stored in a manner to ensure safety. Protect the pipe from sharp objects. Anchor pipe securely to prevent slippage.

C. Store individual pipe lengths on earth berms or timber cradles in the numerical order of installation. Stack the heaviest series of pipe at the bottom. Do not stack pipe in excess of 20 rows high.

D. Protect the pipe from stones and sharp objects.

E. Store fittings in their original cartons.

F. Lift pipes with handling beams or wide belt slings near the middle of joints as recommended by the pipe manufacturer. Do not use cable slings, chains, or hooks.

G. Before installation, check pipe and fittings for cuts, scratches, gouges, buckling, kinking, or splitting. Remove any pipe section containing defects by cutting out the damaged section in a complete cylinder.

PART 2 – PRODUCTS

2.01 PIPE

A. Four-inch (4") pipe and larger shall have a ductile iron pipe OD with a minimum dimension ratio (DR) of 9. The dimension ratio shall be verified by the CONTRACTOR based on the pipe pull strength and the pressure rating of the pipe supplied shall be pressure class 200 for water main, in accordance with Table 5 of AWWA C906. The pipe shall be homogenous throughout and free of visible cracks, holes, voids, foreign inclusions, or other deleterious defects and shall be identical in color, density, melt index, and other physical properties throughout.

B. Pipe shall have a minimum hydrostatic design basis (HDB) of 1,600 psi, as determined in accordance with ASTM D2837.

C. The inside diameter (ID) of the HDPE pipe shall be equal to or slightly larger than the inside diameter of the PVC or ductile iron mains to which it is connected.

D. Pipe Material:

1. Pipes shall be marked in accordance with AWWA requirements (C901 Section 2.4 or C906 Section 3.1, as appropriate).

2. All HDPE pipe shall be manufactured with a continuous stripe representing the following:

   a. Raw Water Main – white
   b. Water Main – blue
   c. Force Main – green
   d. Reuse Main – lavender

   The stripe shall appear on three sides of the pipe running the entire length and shall be ¾" in height.

3. Materials used for the manufacture of polyethylene pipe and fittings shall be very high molecular weight, high density ethylene / hexene copolymer PE 3408 polyethylene resin meeting the physical property and pipe performance requirements listed below:

Property	Specification	Units	Minimum Values
Material Designation	PPI/ASTM	—	PE 4710
Material Classification	ASTM D1248	—	III C 5 P34
Cell Classification	ASTM D3350	—	345434C
Hardness	ASTM 32240	Shore “D”	64
Compressive Strength (Yield)	ASTM D695	psi	1,600
Tensile Strength @ Yield (Type IV Spec.)	ASTM D638 (2"/min)	psi	3,200
Elongation @ Yield	ASTM D638	%, min.	8
Tensile Strength @ Break (Type IV Spec.)	ASTM D638	psi	3,500
Elongation @ Break	ASTM D638	%, min.	600
Modulus of Elasticity	ASTM D638	psi	110,000
ESCR:			Fo>5,000
(Cond A, B, C: Mold. Slab)	ASTM D1693	Fo, Hrs.	F50>1,000
(Compressed Ring)	ASTM F1248	F50, Hrs.	
Slow Crack Growth	Battelle Method	Days to Failure	Fo>32
Impact Strength (IZOD) (.125" THK)	ASTM D256 (Method A)	in-lb/in Notch	42
Linear Thermal Expansion Coef.	ASTM D696	in/in/°F	1.2 x 10-4
Thermal Conductivity	ASTM C177	BTU, in/ Ft2/hrs/°F	2.7
Brittleness Temp.	ASTM D746	°F	<-180
Vicat Soft. Temp.	ASTM D1525	°F	+257
NSF Listing	Standard 61	---	“Listed”

* Standard deviation 0.01

4. The pipe shall be extruded from pre-compounded resin. In-plant blending of resin is unacceptable.

2.02 NIPPLES AND FLANGED STUB ENDS

A. Short nipples and stub ends shall be of the same material as the HDPE pipe.

2.03 FITTINGS

A. Mechanical joint fittings shall be specifically used with HDPE pipe.

2.04 JOINTS

A. Sections of polyethylene pipe shall be joined into continuous lengths on the job site above ground. The joining method shall be the butt fusion method and shall be performed in strict accordance with the pipe manufacturer’s recommendations. The butt fusion equipment used

in the joining procedures shall be capable of meeting all conditions recommended by the pipe manufacturer.

B. Butt fusion joining shall result in a joint weld strength equal to or greater than the tensile strength of the pipe. Socket fusion shall not be used. Extrusion welding or hot gas welding of HDPE shall not be used. Flanges, unions, grooved-couplers, transition fittings, and some mechanical couplers may be used to connect HDPE pipe mechanically without butt fusion only where shown in the Drawings.

C. Ductile Iron to HDPE Connections:

1. Flanged connections between ductile iron pipe or fittings and HDPE pipe or fittings shall meet all requirements of Section 02616: Ductile Iron Pipe.

2. Mechanical joint connections between ductile iron pipe or fittings and HDPE pipe or fittings shall use ductile iron mechanical joint glands conforming to AWWA C111 and AWWA C153. Mechanical joints shall be fully thrust restrained. Gaskets, bolts and hexagonal nuts shall be standard rubber gaskets conforming to AWWA C111. Follower gland shall match class 350 “compact” fittings.

3. HDPE pipe stiffeners shall be constructed of stainless steel and shall be flanged on one end to prevent over-Insertion into the receiving pipe.

PART 3 – EXECUTION

3.01. HEAT FUSION

A. Use fusion equipment specially designed for heat fusion of HDPE. The equipment utilized shall be regulated for the different melt strength materials. Compatibility fusion techniques shall be used when polyethylenes of different melt indexes are fused together.

B. Use the following procedure to butt fuse HDPE pipe. If an operation contradicts manufacturer’s directions, follow the manufacturer’s recommendation.

1. Maintain the proper temperature of the heater plate as recommended by the pipe manufacturer. Check it with a tempilstik or pyrometer for correct surface temperature.

2. Clean pipe ends inside and outside with a clean cotton cloth to remove dirt, water, grease, and other foreign materials.

3. Square (face) the pipe ends using facing tools of the fusion machine. Remove all burrs, chips and filings before joining pipe or fittings.

4. Check line-up of pipe ends in fusion machine to see that pipe ends meet squarely and completely over the entire surface to be fused. Make sure the clamps are tight so that the pipe does not slip during the fusion process.

5. Insert clean heater plate between aligned ends and bring ends firmly in contact with plate but do not apply pressure while achieving melt pattern. Allow pipe ends to heat and soften. Softening depths per manufacturer’s recommendation.

6. Carefully move the pipe ends away from the heater plate and remove the plate (if the softened material sticks to the heater plate, discontinue the joint, clean heater plate, re-square pipe ends, and start over).

7. Bring melted ends together rapidly. Do not slam. Apply enough pressure to form a double roll-back bead to the body of the pipe around the entire circumference of the pipe about 1/8-inch to 3/16-inch wide. Pressure is necessary to cause the heated material to flow together.

8. Allow the joint to cool and solidify properly. Remove the pipe from the clamps and inspect the joint appearance.

3.02. OPERATIONS INCIDENTAL TO JOINT COMPLETION

A. Plan joint completion to accommodate temporary test bulkheads for hydrostatic testing on the day of installation.

3.03. ASSEMBLING JOINTS

A. Flanged Joints:

1. Flange adapters shall be pressure rated the same as the pipe. Flange adapters shall be heat fused to the pipe as outlined in the heat fusion section.

2. Gaskets shall be used between the polyethylene flange adapters when recommended by the HDPE pipe manufacturer. Sufficient torque shall be applied evenly to the bolts to prevent leaks. After initial installation and tightening of flanged connections, allow the connections to set for a few hours. Then conduct a final tightening of the bolts.

3. Lubricate nuts and bolts with oil or graphite prior to installation.

4. Check operation of valves connected to molded stub end flange adapters. Insert polyethylene spacer if recommended by pipe manufacturer for clearance.

B. Mechanical Joints:

1. Wipe clean the socket and the plain end. Lubrication and additional cleaning should be provided by brushing both the gasket and plain end with an approved pipe lubricant just prior to slipping the gasket onto the plain end for joint assembly. Place the gland on the plain end with the lip extension toward the plain end, followed by the gasket with the narrow edge of the gasket toward the plain end.

2. Insert the pipe into the socket and press the gasket firmly and evenly into the gasket recess. Keep the joint straight during assembly.

3. Push the gland toward the socket and center it around the pipe with the gland lip against the gasket. Insert bolts and hand tighten nuts. Make deflection after assembly but before tightening bolts.

4. Tighten the bolts to the normal range of bolt torque as indicated in AWWA C-600 while maintaining approximately the same distance between the gland and the face of the flange at all points around the socket.

5. When connection is being made to HDPE pipe or fittings, insert pipe stiffener into connection end of HDPE pipe until flared end seats against cut face.

3.04. INSTALLATION

A. Installation of High Density Polyethylene Pipe:

1. All high density polyethylene (HDPE) pipe shall be handled, stored, assembled and installed in accordance with AWWA C-906, manufacturer's recommendations and these Specifications.

2. HDPE pipe shall be installed using directional drilling method of construction in accordance with Section 02446.

3.05. DISINFECTION OF PIPE

A. Flush and disinfect potable water and raw water mains in accordance with Section 15399 (if applicable).

3.06. HYDROSTATIC TESTING

A. Perform hydrostatic testing for leakage prior to installation and following installation in accordance with Section 02661.

3.07. MANDREL TESTING

A. Perform mandrel testing through the entire length of the installed HDPE pipe. The mandrel size shall be 80% of the inside diameter of the pipe.

END OF SECTION

SECTION 02616 – DUCTILE IRON PIPE AND FITTINGS FOR PRESSURE SERVICE

PART I – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Provide and install ductile iron pipe of the sizes and in the locations shown on the Drawings and as specified herein.

B. Related Work Described Elsewhere:

1. Earthwork: Section 02200
2. Mechanical - General Requirements: Section 15000
3. Pressure Testing of Piping: Section 02661

1.02 QUALITY ASSURANCE

A. Standards (as applicable):

1. Cement mortar lining for water: ANSI 21.4.
2. Rubber gasket joints: ANSI 21.11.
3. Ductile iron pipe thickness: ANSI A 21.50.
4. Ductile iron pipe centrifugally cast in metal or sand lined molds: ANSI A 21.51.
5. D.I. pipe flanges and fittings: ANSI B 16.1.
6. Threaded flanges: DIPRA standard.
7. Cast and ductile iron fittings: ANSI A 21.10.
8. Ceramic epoxy lining: ASTM E96-93, ASTM B117-85, ASTM G95-87, ASTM D714-87.

B. Qualifications: All ductile iron pipe and ductile iron fittings shall be furnished by manufacturers who are fully experienced, reputable, and qualified in the manufacture of the materials to be furnished. The pipe and fittings shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these Specifications as applicable.

C. Manufacturer: Pipe shall be as manufactured by the American Cast Iron Pipe Company, U.S. Pipe and Foundry Company, McWane Cast Iron Pipe Company or equal.

1.03 SUBMITTALS

A. Shop Drawings, including layouts within, and under buildings and structures shall be submitted to the Project Manager for approval in accordance with Section 01310: Administrative Requirements. Shop Drawings shall be prepared by the pipe manufacturer.

B. Tabulated layout schedule including:

1. Order of installation and closures.
2. Pipe top elevation and station at each change of grade and alignment.
3. Elements of curves and bends, both in horizontal and vertical alignment, including elements of the resultant true angular deflections in cases of combined curvature.
4. The limits of each reach of pipe thickness class and of restrained joints.
5. The limits of each reach of concrete encasement or encasement in casing.
6. Locations of closures for length adjustment and for construction convenience.

7. Locations of manholes and other points of access for placement of mortar lining at field joints and removal of test bulkheads.
8. Locations of valves and other mechanical equipment.
9. Methods and locations of supports.

C. Details of special elbows and fittings.

D. Calculations and/or test data demonstrating that the proposed restrained joint arrangement can transmit the required forces.

E. Copy of the manufacturer's quality control check of pipe material and production.

F. Provide an affidavit of compliance with AWWA standards referenced in this specification.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. All pipe shall be shipped and stored at the jobsite with wood lagging between pipes such that pipes do not make contact with one another.

B. Exercise extra care when handling cement lined pipe because damage to the lining will render it unfit for use.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Pipe - Ductile Iron Pipe conforming to ANSI A21.51 and AWWA C-151 for buried pipe, ANSI B16.1/AWWA C153 for compact fittings and ANSI 21.15 and AWWA C-115 for flanged pipe.

1. Unless otherwise shown on the Drawings, the minimum thickness of ductile iron pipe shall be:

a. For buried pipe 12” and less: Pressure Class 350.

b. For buried pipe 14” and greater: Pressure Class 250.

c. For pipe with flanges (all above grade or exposed piping): Class 53.

2. Pipe for use with sleeve type couplings shall have plain ends (without bells or beads) cast or machined at right angles to the axis.
3. Pipe for use with split type couplings shall have ends with cast or machined shoulders or grooves that meet the requirements of the coupling manufacturer.
4. Pipe shall be supplied in lengths not in excess of 20 feet having rubber-ring type push-on joints, standard mechanical joints or restrained joints where required for underground piping and flanged joint piping for all above grade piping as shown on the Drawings.
5. Coatings and Linings

a. Exterior of pipe and fittings:

(1) Buried pipe and fittings: factory applied bituminous coating or coal tar varnish or asphalt base paint, one-mil thick in accordance with AWWA C-151.

(2) Exposed pipe and fittings: factory applied coating of an universal rust-inhibitive primer 3.0 mils dry thickness in accordance with AWWA C-115.

b. Interior of pipe and fittings (unless indicated otherwise on Drawings):

(1) All applications except potable water and reuse water: ceramic epoxy lining in accordance with the following Specification:

(a) All ductile iron pipe and fittings shall be delivered to the application facility without asphalt, cement lining, or any other lining on the interior surface. The ceramic epoxy lining shall be an amine cured novalac epoxy containing at least 20% by volume of ceramic quartz pigment. The lining shall be a minimum 40 mils dry film thickness. Any request for substitution must be accompanied by a successful history of lining pipe and fittings for sewer service, a test report verifying the following properties and a certification of the test results.

(b) A permeability rating of 0.00 when tested according to the procedure described in Method A of ASTM E96-93, Procedure A with a test duration of 30 days.

(c) The following tests must be run on coupons from factory lined ductile iron pipe:

ASTM B 117-85 Salt Spray (scribed panel) – Results to equal 0.0 undercutting after two years.

ASTM G 95-87 Cathodic Disbondment (1.5 volts @ 77ºF) – Results to equal no more than 0.5mm undercutting after 30 days.

Immersion Testing rated using ASTM D714-87

20% Sulfuric Acid – No effect after two years.

140ºF – 25% Sodium Hydroxide – No effect after two years.

160ºF Distilled Water – No effect after two years.

120ºF Tap Water (scribed panel) – 0.0 undercutting after two years with no effect.

Abrasion Resistance – Less than 4 mils loss after one million cycles on a ±22.50 sliding aggregate slurry abrasion tester using a sharp natural siliceous gravel with a particle size between 2 mm and 10 mm.

(d) Application of the lining shall be done under the pipe manufacturer's recommendations.

(2) Potable water and reuse water: cement lining in accordance with ANSI A21.4 and AWWA C-104.

B. Fittings: All ductile iron pipe fittings for process piping shall be cast iron or ductile iron with a minimum pressure rating as follows:

1. All fittings shall be Class 125 (ANSI B16.1) unless otherwise specifically noted. Determine the pressure rating of the fittings based on the test pressures as shown in Section 02661: Pressure Testing of Piping, as follows:

a. Cast iron fittings:

(1) 3 to 12 inch up to 200 psi.
(2) Greater than 12-inch up to 150 psi.
(3) Coatings and linings for fittings shall be the same as for pipe material for each type of service.

b. Ductile iron fittings: For pressure ratings greater than shown for cast iron fittings, use ductile iron fittings of the pressure class rating required, i.e., 250 or 350 pressure rating.

2. Grooved-end fittings shall conform to AWWA Cll0 and ANSI B16.1 with grooved ends conforming to AWWA C606, radius cut rigid joints. Fitting material shall conform to ASTM A 48, Class 30, or ASTM A 126, Class B.

C. Joints (as shown on the Drawings and/or as specified):

1. General: Joints in "runs" of above grade piping or piping located in vaults and structures shall be rigid radius grooved end or flanged. Joints in "runs" of buried piping shall be of the push-on or mechanical-joint type per AWWA C111 or factory restrained joints, except where flanged or grooved end couplings joints are required to connect to valves, meters, and other equipment.
2. Grooved-End Couplings:

a. Grooved-end couplings shall be malleable iron, ASTM A 47 (Grade 32510), or ductile iron, ASTM A 536 (Grade 65-45-12).

b. Bolts: ASTM A 183, 110,000 psi tensile strength.

c. Gaskets: Halogenated butyl rubber or EPDM for water service and Buna-N for sewage service, conforming to ASTM D 2000.

d. Couplings: AWWA C606 for rigid radius ductile-iron pipe. Couplings shall be Victaulic Style 31, Gustin-Bacon No. 500, or equal.

e. Grooved-end adapter flanges for piping having an operating pressure of 150 psi and less shall be Victaulic Style 341, or equal. Flange dimensions shall conform to ANSI B16.1 Class 125.

3. Flanges:

a. Flanges shall be Class 125 per ANSI B16.1 unless otherwise specifically noted. Determine the pressure rating of the fittings based on the test pressures shown in Section 02661: Pressure Testing of Piping.

b. Gaskets: Fullface, 1/8 inch thick, cloth-inserted rubber: Johns-Manville No. 109, John Crane Co. Style 777, American Toru Seal or equal. Gaskets shall be suitable for a water pressure of 350 psi at a temperature of 180 degrees Fahrenheit (°F).

c. Bolts and Nuts for Flanges

(1) Bolts and nuts for flanges, flanges in open vaults and structures, and flanges located outdoors above ground shall be Type 316 stainless steel conforming to ASTM A 193, Grade B8 for bolts, and ASTM A 194, Grade 8 for nuts. Bolts and nuts greater than or equal to 1 inch shall be carbon steel, ASTM A 307, Grade B, with cadmium plating, ASTM A 165, Type NS.

d. Provide specially drilled flanges when required for connection to existing piping or special equipment.

e. Flanges shall be long-hub type screwed tightly on pipe by machine at the foundry prior to facing and drilling. Flange faces shall be coated with a rust inhibitor immediately after facing and drilling. Field assembled screwed on flanges are prohibited.

4. Push-on and mechanical joint (ANSI A21.11):

a. The plain ends of push-on pipe shall be factory machined to a true circle and chamfered to facilitate fitting the gasket.

b. Provide gaskets manufactured from a composition material suitable for exposure to the liquid to be contained within the pipe.

c. Each joint shall be complete with rubber gasket, cast iron gland and all required bolts and nuts.

5. Restrained Joints:

a. Acceptable methods of thrust restraint are restrained "lock type" joints manufactured by the pipe manufacturer or restraint mechanisms utilizing a multiple wedge design (Megalug, or equal). Set screws will not be allowed.

b. Pipe joints shall be restrained type as accepted by the OWNER/ENGINEER and equal to American Flex-Ring or Lok-Ring by American Cast Iron Pipe Company. Restrained joints that require field welding or requiring set screws will not be acceptable.

c. Pipe joints shall be restrained each side of the fitting for a continuous distance in accordance with DIPRA "Thrust Restraint Design for Ductile Iron Pipe". Distance restrained shall be based on sand-silt soil type, 3.0 feet of cover and Type 2 laying condition.

d. Bolts and nuts for restrained joints shall be Corten, low alloy, high strength steel.

2.02 PIPING ACCESSORIES

A.

1. For outlets larger than 2 inches, provide a tee with a flanged outlet.
2. Provide outlets 2 inches and smaller by tapping and attaching a service clamp. Service clamps shall be as specified herein.

B. Polyethylene Encasement:

1. Polyethylene encasement shall be installed on all ductile iron pipe and fittings within the areas indicated on the Drawings or as directed by the OWNER/ENGINEER. The bags shall be color coded and in accordance with AWWA C105.

PART 3 – EXECUTION

3.01 INSPECTION AND TESTING

A. All pipe shall be inspected and tested at the foundry.

B. The OWNER shall have the right to have any or all piping, fittings or special castings inspected and tested by an independent testing agency at the foundry or elsewhere. Such inspection and testing will be at the OWNER's expense.

C. Mark as rejected and immediately remove from the job site, all pipe lengths showing a crack, damaged lining, or receiving a severe blow that may cause an incipient fracture, even though no such fractures can be seen.

D. Removal of cracked portions:

1. Any pipe showing a distinct crack, but no incipient fracture beyond the limits of the visible crack, may be cut off and the sound portion installed. Cut the pipe at least 12 inches from the visible limits of the crack. Cutting of pipe shall be done by skilled workmen, and in such a manner as to not damage the pipe. Every cut shall be square and smooth, with no damage to the pipe lining. Cut surfaces, shall be recoated as specified for the pipe.

E. Carefully inspect and hammer test all pipe and fittings prior to installation.

3.02 INSTALLATION

A. Assembling joints:

1. Push-on joints:

a. Insert the gasket into the groove of the bell.

b. Uniformly apply a thin film of special lubricant over the inner surface of the gasket that will contact the spigot end of the pipe.

c. Insert the chamfered end of the spigot end into the gasket and push until it seats against the bottom of the bell.

2. Grooved end joints:

a. Install grooved end pipe and fittings in accordance with the coupling manufacturer's recommendations and the following.

b. Clean loose scale, rust, oil, grease, and dirt from the pipe or fitting groove before installing coupling. Apply the coupling manufacturer's gasket lubricant to the gasket exterior, including lips, pipe ends, and housing interiors.

c. Fasten coupling alternately and evenly until coupling halves are seated. Use torques as recommended by the coupling manufacturer.

3. Flanged joints:

a. Bolt holes of flanges shall straddle the horizontal and vertical centerlines of the pipe. Clean flanges by wire brushing before installing flanged fittings. Clean flange bolts and nuts by wire brushing; lubricate bolts with oil and graphite.

b. Insert the nuts and bolts (or studs) finger tighten, and progressively tighten diametrically opposite bolts uniformly around the flange to the proper torque.

c. Execute care when tightening joints to prevent undue strain upon valves, pumps and other equipment.

d. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reset or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.

4. Mechanical joints:

a. Thoroughly clean, with a wire brush, surfaces that will be in contact with the gaskets.

b. Lubricate the gasket, bell and spigot by washing with soapy water.

c. Slip the gland and gasket, in that order, over the spigot and insert the spigot into the bell until properly seated.

d. Evenly seat the gasket in the bell at all points, center the spigot, and firmly press the gland against the gasket.

e. Insert the bolts, install the nuts finger tight, and progressively tighten diametrically opposite nuts uniformly around the joints to the proper tension with a torque wrench.

5. Restrained Joints:

a. Follow manufacturer’s instructions for particular joint installed.

B. Fabrication:

1. Tapped connections:

a. Make all tapped connections as shown on the Drawings or as directed by the OWNER/ENGINEER.

b. Make all connections watertight and of adequate strength to prevent pullout.

c. Drill and tap normal to the longitudinal axis of the pipe.

2. Cutting:

a. Perform all cutting with machines having rolling wheel cutters or knives designed to cut ductile iron. The use of a hammer and chisel to cut pipe is prohibited.

b. After cutting, examine all cut ends for possible cracks.

c. Carefully chamfer all cut ends to be used with push-on joints to prevent damage to gaskets when pipe is installed.

C. Installing Buried Piping:

1. Inspect each pipe and fitting before lowering the buried pipe or fitting into the trench. Inspect the interior and exterior protective coatings. Clean ends of pipe thoroughly. Remove foreign matter and dirt from inside of pipe and keep clean during and after laying.
2. Handle pipe in a manner to avoid any damage to the pipe. Do not drop or dump pipe into trenches under any circumstances.
3. When installing piping in trenches, do not deviate more than one inch from line or 1/4 inch from grade. Measure for grade at the pipe invert.
4. Grade the bottom of the trench by hand to the line and grade to which the pipe is to be laid, with allowance for pipe thickness. Remove hard spots that would prevent a uniform thickness of bedding. Before laying each section of the pipe, check the grade with a straightedge and correct any irregularities found. The trench bottom shall form a continuous and uniform bearing and support for the pipe at every point between bell holes, except that the grade may be disturbed for the removal of lifting tackle.
5. At the location of each joint, dig bell (joint) hole dimensions in the bottom of the trench and at the sides to permit visual inspection of the entire project.
6. Keep the trench in a dewatered condition during pipe laying in accordance with Section 02240: Dewatering (During Construction).
7. When the pipe laying is not in progress, including the noon hours, close the open ends of pipe. Do not permit groundwater, animals, or foreign material to enter the pipe.
8. Polyethylene encasement shall be installed in accordance with the manufacturer's instructions, or in a manner acceptable to the OWNER/ENGINEER. Polyethylene encasement shall overlap the upstream joint by 2 feet and shall be adhered to said joint with 2-inch wide marking tape color-coded to reflect the use of the pipe. Upon installation of the encasement, any slacks, cuts or damaged portions of the polyethylene encasement shall be securely mended with tape.
9. Backfill material shall be the same as specified for pipe without polyethylene encasement; however, extra care should be taken that the backfill be free from cinders, refuse, boulders, rocks, stones, or other materials that could damage the

encasement. Special care shall be taken to prevent damage to the polyethylene wrapping when placing backfill.

10. Because exposure to sunlight will deteriorate polyethylene film, such exposure prior to backfilling the wrapped pipe shall be kept to a minimum.

D. Installing Interior Piping

1. All piping and fittings shall be installed true to alignment and rigidly supported thrust anchors shall be provided where required. Any damage to linings shall be repaired to the satisfaction of the OWNER/ENGINEER before the pipe is installed. Each length of pipe shall be cleaned out before erection.
2. Sleeves shall be installed of proper size for all pipes passing through floors or walls as shown on the Drawings. Where indicated on the Drawings, or required for liquid or gas-tightness, the pipe shall be sealed with mechanical seal equal to Link-Seal as manufactured by Thunderline Corp., Wayne, Michigan.
3. Concrete inserts for hangers and supports shall be furnished and installed in the concrete as it is placed. The inserts shall be, in accordance with the requirements of the piping layout and jointing method and their locations shall be verified from approved piping layout drawings and the structural drawings.
4. Except as otherwise shown on the Drawings either split type couplings or flange joints may be used. Prior to approval of jointing, method layouts for hanger and supports shall be submitted to the OWNER/ENGINEER for approval.
5. Flanged joints shall be made with bolts, bolt studs with a nut on each end, or studs with nuts where the flange is tapped.
6. All pipe and appurtenances connected to equipment shall be supported in such a manner as to prevent any strain being imposed on the equipment. When manufacturers have indicated requirements that piping loads shall not be transmitted to their equipment, a certification shall be submitted stating that such requirements have been complied with.

E. Pipe deflection:

1. Push-on and mechanical joints:

a. The maximum permissible deflection of alignment at joints, in inches for 20 foot lengths:

Size of Pipe (in.)	Push-On	Defl(in) Mechanical	Defl (Angle)
4	19	34	
6	21	30	
8	21	22	
10	21	22	
12	21	22	
14	21		3° - 35’
16	21		3° - 35’
18	21		3° - 00’
20	21		3° - 00’
24	21		2° - 23’

b. The maximum permissible deflections for other lengths shall be in proportion to the above deflections.

2. Flexible and restrained joints: The maximum deflection in any direction shall not exceed the manufacturer's instructions and recommendations.

3.03 CLEANING AND FLUSHING

A. Prior to the pressure and leakage tests, all piping shall be thoroughly cleaned of all dirt, dust, oil, grease, and other foreign matter.

B. All lines shall be thoroughly flushed with clean water to clear all lines of foreign matter.

3.04 FIELD TESTING

A. All field tests shall be made in the presence of the OWNER/ENGINEER. Except as directed otherwise, all pipelines shall be tested. Pipelines laid in excavation (other than trench excavation) or embedded in concrete, shall be tested prior to backfilling of the excavation or placing of the concrete.

B. Pressure testing of pipe shall be performed in accordance with Section 02661: Pressure Testing of Piping, herein.

3.05 DISINFECTION

A. All water pipes and fittings of whatever size and wherever installed on potable water lines shall be thoroughly disinfected prior to being placed in service. Disinfection shall follow the applicable provisions of the procedure established for the disinfection of water mains in AWWA C-651-latest edition, shall be in accordance with both state and local requirements, and shall be in accordance with Section 02650: Disinfection (if applicable).

END OF SECTION

SECTION 02623 – PLASTIC PIPE FOR PRESSURE SERVICE

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. This Section includes materials and methods of installation of Plastic Pipe for pressure service used in Piped Utility Systems.

1.02 SUBMITTALS

A. Three certified copies of the tests made by the manufacturer or by a reliable commercial laboratory shall be submitted to the ENGINEER with each shipment of pipe.

1.03 HANDLING AND STORAGE

A. All pipe, fittings, valves, hydrants and accessories shall be loaded and unloaded by lifting with hoists or by skidding in order to avoid shock or damage. Under no circumstances shall materials be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or interior of the pipe.

B. Materials, if stored, shall be kept safe from damage. The interior as well as all sealing surfaces of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times. Valves and hydrants shall be drained and stored in a manner that will protect them from damage or freezing.

C. Pipe stored outside and exposed to prolonged periods of sunlight shall be covered with canvas or other opaque material. Air circulation shall be provided under covering.

D. Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tiers shall be kept off the ground on timbers, rails, or concrete. Pipe in tiers shall be alternated: bell, plain end; bell, plain end. Pipe shall not be stored close to heat sources.

E. Gaskets shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis. Mechanical-joint bolts shall be handled and stored in a manner that will ensure proper use with respect to types and sizes.

PART 2 – PRODUCTS

2.01 PLASTIC PIPE

A. Pipe for pressure service shall be Class 12454-A or B rigid PVC compound in accordance with the requirements of ASTM D1784. Pipe and appurtenances for use in potable water systems shall bear the seal of approval for potable water use of the National Sanitation Foundation or other accredited testing laboratory.

B. PVC pipe having a nominal diameter less than 2-inches shall be made of 2000 psi hydrostatic design stress compounds designated PVC 1120 and shall conform to the applicable requirements of ASTM D1785. Threaded pipe and fittings shall be Schedule 80. Threaded fittings shall conform to ASTM D2464. Unthreaded pipe and

fittings shall be Schedule 40 with solvent cemented joints. Cemented joints and fittings shall comply with ASTM D2466 and D2855.

C. PVC pressure rated pipe having a nominal diameter 2-inches or greater, but less than 4-inches, shall be made of 2000 psi hydrostatic design stress compounds designated PVC 1120 and shall conform to ASTM D2241. PVC pipe shall be furnished in 20-foot lengths unless otherwise noted. PVC pipe shall have a standard dimension ratio SDR 14 and a water pressure rating of 200 psi. Pipe couplings shall have a SDR 21 and a water pressure rating of 200 psi. Pipe shall have both ends beveled for use with gasketed couplings or one end beveled and one end with a bell. Couplings and gaskets shall be furnished with each length of pipe. Rubber ring gaskets shall conform to ASTM D3139 Nontoxic gasket lubricant shall be as specified by the manufacturer.

D. Pressure pipe 4 inches through 60 inches in diameter shall conform to the requirements of AWWA C900 for PVC 1120 pipe with cast iron pipe equivalent outside diameter. Pipe shall be DR18; colored Blue for potable water service. Pipe may be furnished with plain ends for use with elastomeric-gasket couplings or with one end plain and one end with a gasket bell. Couplings and gaskets shall be furnished with the pipe. Gaskets shall conform to ASTM D3139. Nontoxic gasket lubricant shall be as specified by the pipe manufacturer.

2.02 RESTRAINED JOINTS

A. Restrained Joints.

1. Restrained joints for use with PVC pipe shall consist of retainer glands fabricated of ductile-iron conforming to ASTM A536. The gland shall be such that it can replace the standard mechanical joint gland and can be used with the standardized mechanical joint bell conforming to ANSI/AWWA A21.11/C111 and ANSI/AWWA A21-53/C153. The retainer glands shall have a pressure rating equal to that of the PVC pipe on which it is used.
2. PVC push-on joints adjacent to restrained fittings shall be restrained using harness restraint devices. This harness restraint shall be split to enable installation of the restraint after the spigot has been installed into the bell. The restraint shall consist of a split ring that fits behind the bell, a split restraint ring that installs on the spigot and a number of tie bars to connect the other two parts. Restraint components shall be of ductile-iron conforming to ASTM A536. The restraint ring shall consist of a plurality of individually activated gripping surfaces to hold the spigot and maximize restraint capability.
3. Twist off nuts, sized same as the tee-head bolts shall be used to insure proper actuating of restraining devices.

2.03 FITTINGS

A. Fittings for use with PVC pipe 3-inches through 64-inches in diameter shall be ductile-iron fittings conforming to the requirements of ANSI/AWWA C153/A21.53. Bolts for use with mechanical joints shall conform to the requirements of the joint standard. Fittings shall be suitable for a working pressure of the following:

1. 3” through 24”: 350 psi
2. 30” through 48”: 250 psi
3. 54” through 64”: 150 psi

B. Exterior Coating:

1. Fittings for buried service and fittings for installation in exposed locations which are not to be painted shall be coated with a bituminous coating approximately 1 mil thick. The finished coating shall be continuous, smooth, neither brittle when cold nor sticky when exposed to the sun and shall be strongly adherent to the pipe.
2. Fittings in exposed locations which are to be painted shall be primed with a universal shop primer suitable for use under the finish paint specified.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Excavation:

1. Excavate trenches as specified in Section 02200.
2. All pipe and appurtenances shall be examined at the point of delivery. Material found to be defective due to manufacture or damage in shipment shall be rejected. Tests as specified in the applicable material standard may be performed to ensure conformance with the standard.

3.02 TRENCH CONSTRUCTION

A. Alignment and Grade: The pipelines shall be laid and maintained to the lines and grades established by the Drawings and Specifications, with fittings and valves at the required locations unless otherwise approved by the ENGINEER. Valve-operating stems shall be oriented to allow proper operation.

B. Underground Conflicts: Prior to excavation, investigation shall be made to the extent necessary to determine the location of existing underground structures and conflicts. Care shall be exercised to avoid damage to existing structures. When obstructions that are not shown on the drawings are encountered during the progress of work and interfere so that an alteration of the plans is required, the ENGINEER will alter the Drawings or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions. When crossing existing pipelines or other structures, alignment and grade shall be adjusted as necessary, with the approval of the ENGINEER, to provide clearance as required by the ENGINEER to prevent future damage or contamination of either structure.

C. Trench Construction:

1. The trench shall be excavated to the required alignment, depth, and width. Trench preparation shall proceed in advance of pipe installation for only as far as necessary to allow proper pipe installation. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified.
2. PVC pipe shall be installed with pipe bedding and a compacted envelope as shown on the Drawings. Material used as bedding and in the pipe envelope (pipe embedment zone) shall be Class I, Class II or Class III material as identified in ASTM D-2321. Bedding material shall consist of 4 inches minimum of non-cohesive granular material placed uniformly under the pipe. Bedding material shall be lightly compacted.
3. Material within the haunching area shall be compacted to 95% density within non-paved areas and 98% density within paved areas, according to AASHTO T-180. Excessive compaction shall be avoided if any distortion of the pipe wall is

observed. Material above the haunching area may be native material if free of particles larger than 1-1/2 inches. At least 12 inches of backfill material shall be placed over the top of the pipe before compacting directly over the crown of the pipe.

4. Holes for the bells shall be provided at each joint but shall not be larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. Other than noted previously, the trench bottom shall be true and even in order to provide support for the full length of the pipe barrel, except that a slight depression may be provided to allow withdrawal of pipe slings or other lifting tackle.
5. When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 6-inches below and on each side of all pipe, valves and fittings. When excavation is completed, a bed of sand, crushed stone, or earth that is free from stones, large clods, or frozen earth, shall be placed on the bottom of the trench to the previously mentioned depths; leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris of subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation. This installation procedure shall be followed when gravel formations containing loose boulders greater than 8-inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point or rock, boulder, or stones of sufficient size and placement which, in the opinion of the ENGINEER could cause a fulcrum point.
6. Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.
7. When the subgrade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 4 inches, or to the depth ordered by the ENGINEER and replaced under the directions of the ENGINEER with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.
8. When the bottom of the trench or the subgrade is found to consist of material that is unstable to such a degree that, in the judgment of the ENGINEER it cannot be removed, a foundation for the pipe and/or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the ENGINEER.

3.03 PIPE INSTALLATION

A. Proper implements, tools, and facilities shall be provided and used for the safe and convenient performance of the work. All pipe, fittings, and valves, and hydrants shall be lowered carefully into the trench by means of suitable tools or equipment in such a manner as to prevent damage to pipeline materials. Under no circumstances shall pipeline materials be dropped or dumped into the trench. The trench shall be dewatered prior to installation of the pipe.

B. The sealing surface of the pipe, the inside of the bell and the gasket shall be cleaned immediately before assembly.

C. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.

D. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

E. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other means approved by the ENGINEER. When practical, the plug shall remain in place until the trench is pumped completely dry. Care shall be taken to prevent pipe flotation should the trench fill with water.

F. Trench width at the top of pipe, bedding conditions, and backfill placement and compaction shall be such that design loadings on the pipe will not be exceeded.

G. Joint Assembly: Pipe joints shall be assembled in accordance with the manufacturer's instructions.

H. Pipe Deflection: When it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane, or where long radius curves are permitted, the amount of deflection shall not exceed that recommended by the manufacturer.

I. Pipe Cutting:

1. Cutting pipe for the insertion of valves, fittings, or closure pieces shall be done in a neat, workmanlike manner without creating damage to the pipe. Ends shall be cut square and perpendicular to the pipe axis.
2. Burrs shall be removed from spigots and ends shall be smoothly beveled. Field cut ends shall be marked for proper depth of joint assembly.

J. Locator Tape: Install all plastic pipe with a locator tape of the type specified.

K. Thrust Restraint:

1. All plugs, caps, tees, and bends, unless otherwise specified, shall be provided with reaction backing, or restrained joints as specified.
2. Thrust-restraint design pressure shall be equal to 1.5 times the design pressure of the line.

3.04 TESTING

A. After completion of installation, perform testing in accordance with requirements of Section 02661: Pressure Testing of Piping.

END OF SECTION

SECTION 02660 – PIPE CLEANING AND PIGGING

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. CONTRACTOR shall be required to clean pressure mains 6 inches and larger by pigging prior to testing.

B. Provide all supervision, labor, tools, transportation, material and equipment necessary to clean new water mains, using Polly Pigs and an approved Polly Pig procedure. Install all items required, provide Polly Pig launching and retrieval devices as required and furnish all swabs and Polly Pigs required for thorough removal of foreign materials.

1.02 QUALIFICATIONS

A. The materials and work specified herein shall be furnished and performed by firms who are fully experienced, reputable, and qualified in the manufacturer, installation and use of the specified items.

1.03 SUBMITTALS

A. The CONTRACTOR shall provide evidence of qualification by providing copies of his/her state certification or license to perform such work as herein described and shall provide verifiable references upon request.

1.04 CONTRACTOR RESPONSIBILITIES

A. Supervision: There shall be on-site at all times during the work, one superintendent with a minimum of three years supervisory experience in cleaning new and old force mains.

B. Cleaning: Cleaning shall be performed using swabs or Polly Pigs to remove all foreign objects and, for old pipe, restore the original flow characteristics without abrading the interior walls of the pipe.

C. Equipment:

1. The CONTRACTOR shall furnish pig launching equipment which will minimize the CONTRACTOR's or OWNER's need to provide for additional valving, fittings and auxiliary water supplies. Said equipment shall be of the latest design and construction and shall include the means to maintain constant monitoring of the in-line flows and pressures of the system being cleaned and the constant location of the cleaning pigs in the system.

2. The CONTRACTOR shall maintain on site for the duration of the project and have available for immediate use an electronic Polly Pig detector with the appropriately sized cavity Polly Pig for use in the system being cleaned to provide a means of tracking the passage of the pig in the system to locate areas of potential or suspected blockage, and to find "lost" valves and other disparities within the system.

3. The CONTRACTOR shall also have available auxiliary centrifugal pumps for cleaning.

D. Testing: The CONTRACTOR shall perform pre-cleaning and post-cleaning flow testing to determine sizes, types, densities and numbers of pigs and/or swabs to be used to establish the means and procedures to properly and safely clean the piping, to evaluate the system and to measure the effects of the cleaning operation.

E. Communication: The CONTRACTOR shall provide radio communication and job site transportation between launching and retrieval points.

F. Report upon Completion: If necessary, the CONTRACTOR shall provide a written report upon completion of line cleaning to outline and detail information acquired during the cleaning progress about the system to confirm existing information.

PART 2 – PRODUCTS

2.01 POLLY PIGS

A. Furnish Polly Pigs in sufficient numbers and sizes of appropriate densities, coatings and configurations to properly clean the system(s) prior to the system(s) being put into service.

B. Polly Pigs shall be those as manufactured by Knapp Polly Pigs of Houston, Texas, or approved equal.

2.02 EQUIPMENT

A. Furnish and install Polly Pig launching and retrieval devices as required.

B. Launching and retrieval device shall be fabricated, designed and manufactured according to ANSI standards and capable of withstanding working pressures of 150 P.S.I.G.

PART 3 – EXECUTION

3.01 PREPARATION

A. The CONTRACTOR shall request approval from the OWNER a minimum of three (3) working days in advance for coordination of the pigging and flushing operation due to the additional water resource demand on the OWNER's system. At OWNER's discretion, night time operations may be specified.

3.02 LINE PIGGING AND FLUSHING

A. Equipment shall be installed in accordance with manufacturer's recommendations.

B. Evaluation of new and existing pipeline conditions, selection of the cleaning pigs, cleaning and flushing shall be provided by personnel thoroughly trained, knowledgeable and experienced in the technology and procedures required for the proper and safe "pigging" of this system.

C. When necessary, the pig shall also have abilities to scratch, scrape, plow and jet to assist in cleaning and flushing the pipe of debris. The pig shall rotate for longer wear and be able to reduce itself to a minimum of 65% of its original cross-sectional area. It must then be able to return to its original form while maintaining its seal and ability to clean.

D. The pig shall have the ability to negotiate fabricated mitered bends, short radius bends, short radius elbows, tees, crosses, and multi-dimensional pipe sizes and valves.

E. Flushing and cleaning shall be performed with the OWNER's representative in attendance. After passing through the pipeline, the OWNER's representative shall determine if subsequent pigging and flushing must be performed.

F. The CONTRACTOR shall provide all required material, labor, special fittings, connections, traffic control and temporary facilities necessary to accomplish the work. Night work may be required. The CONTRACTOR shall perform such night work at no additional cost to the OWNER.

G. New and existing piping shall be thoroughly cleaned of all material, sand, grit, gravel, stones, fluids, construction debris, threats to its sanitation, and other items that can generally be construed as "foreign" material and that would not be found in a properly cleaned system. This cleaning shall provide a smooth interior periphery of the pipe as a consequence of the cleaning procedure and will result in a conduit or pipe virtually free of any material and fluids, other than those used for the cleaning procedure, within the system.

END OF SECTION

SECTION 02661 – PRESSURE TESTING OF PIPING

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: This section specifies the leakage and pressure testing of piping.

B. Testing Records:

1. Provide record of each piping installation during the testing. These records shall include:

a. Date of test.

b. Identification of pipeline tested or re-tested.

c. Identification of pipeline material.

d. Identification of pipe section tested.

e. Test pressure

f. Remarks: Leaks identified (type and location), types of repairs, or corrections made.

g. Certification by CONTRACTOR that the leakage rate measured conformed to the Specifications.

h. Signature of Project Manager witnessing pipe test.

1.02 SUBMITTALS

A. Submit five (5) copies of the test records to the Owner/Engineer upon completion of the testing.

PART 2 – PRODUCTS

2.01 GENERAL

A. Testing fluid shall be water, unless specified otherwise.

B. All testing shall be performed in accordance with applicable AWWA Standards (C-600) latest edition.

2.02 MATERIALS AND EQUIPMENT

A. Provide pressure gauges, pipes, pipe fittings, bulkheads, hydraulic force pumps, meters and graduated containers to perform the hydrostatic testing.

B. Pressure gauges used shall have been calibrated just prior to their use.

PART 3 – EXECUTION

3.01 TESTING PREPARATION

A. Pipes shall be in place and anchored before commencing pressure testing.

B. Conduct hydrostatic tests on exposed and above ground piping after the piping has been installed and attached to the pipe supports, hangers, anchors, expansion joints, valves and meters.

C. Before conducting hydrostatic tests, flush pipes with water to remove dirt and debris.

D. Test new pipelines which are to be connected to existing pipelines by isolating the new line from the existing line by means of pipe caps, plugs, special flanges, or blind flanges. After the new line has been successfully tested, and all other tests/certifications/releases have been obtained, remove caps or flanges and connect to the existing piping.

3.02 PIPE FLUSHING

A. General

1. All pressure mains shall be thoroughly flushed of sand and debris prior to pressure leakage testing. Flushing shall continue until clear water flows from the available point closest to the ends of the mains or at the end of the main itself.
2. Pressure mains 4 inches in diameter and larger shall be cleaned during flushing using a polyurethane plug manufactured of eight (8) lb./cubic foot density blown elastomer with open cell construction. The plug (“pig”) shall have a resilient surface that engages the inner surface of the main with a sliding seal. The plug shall be able to reduce itself a minimum of 35 percent of its original cross-sectional area, negotiate bends, short radius elbows, pass through tees, crosses, multiple pipe sizes and valves and shall be abrasion resistant and capable of traveling in either direction.

3.03 HYDROSTATIC TESTS (DUCTILE IRON, PVC AND PCCP PIPE)

A. General

1. Hydrostatic tests shall consist of a pressure test and a leakage test. Hydrostatic tests shall be conducted on all newly installed pressure pipes, joints, valves and all service lines from tapped connection of main to the curb stops. AIR TESTING of pressure pipes WILL NOT BE PERMITTED under any circumstance. Tests may be made on sections not exceeding 2,000 feet, or as field conditions dictate. Length of the pipe to be tested shall be acceptable to the OWNER. CONTRACTOR shall furnish all necessary equipment and material, make all taps, and furnish all closure pieces in the pipe as required.
2. The CONTRACTOR may conduct hydrostatic tests after the trench has been partially backfilled with the joints left exposed for inspection for his informational purposes only. The hydrostatic tests for acceptance shall only be conducted after the trenches have been completely backfilled and compacted as specified. Where any section of pipe is provided with concrete thrust blocking or encasement, pressure test will not be made until at least seven days have elapsed after the thrust blocking is installed. If high-early cement is used for the concrete thrust blocking, the time may be reduced to 3 days if the OWNER concurs that the concrete has cured and reached adequate strength. When testing mortar-lined or PCCP pipe, fill the

pipe to be tested with water and allow it to soak for at least 48 hours to absorb water before conducting the pressure test.

B. Testing Criteria: All pipe sections to be pressure tested shall be subjected to a hydrostatic pressure of 100 psi. The duration of each pressure test shall be for a period of 2 hours. If during the test, the integrity of the tested line is in question, the OWNER may require a 6-hour pressure test. The basic provisions of AWWA C-600 and C-605/M23 shall be applicable.

C. Procedure For Pressure Test: Each section of pipe to be tested, as determined by the OWNER, shall be slowly filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe in a satisfactory manner. Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made, and appropriate valves installed to ensure bleeding of all air from the main. If defective pipes, fittings, valves, or hydrants are discovered in consequence of this pressure test, all such items shall be removed and replaced by the CONTRACTOR with sound material and the test shall be repeated until satisfactory results are obtained. Provisions of AWWA C600 and C605/M23, where applicable, shall apply.

D. Procedure For Leakage Test

1. After completion of the pressure test, a leakage test shall be conducted to determine the quantity of water lost by leakage under the specified test pressure. Applicable provisions of AWWA C600 and C605/M23 shall apply.
2. For DUCTILE IRON PIPE, allowable leakage in gallons per hour shall not be greater than that determined by the formula:

$$L = \frac{SD\,(P)^{1/2}}{133{,}200}$$

Where:

L	=	Allowable leakage, in gallons per hour.
S	=	Length of pipe tested, in feet.
D	=	Nominal diameter of the pipe, in inches.
P	=	Average test pressure during leakage test, in pounds per square inch (gauge).

3. For PVC PIPE, allowable leakage in gallons per hour shall not be greater than that determined by the formula:

$$L = \frac{ND\,(P)^{1/2}}{7{,}400}$$

Where:

L	=	Allowable leakage, in gallons per hour.
N	=	Number of joints in the length of pipeline tested.
D	=	Nominal diameter of the pipe, in inches.
P	=	Average test pressure during leakage test, in pounds per square inch (gauge).

4. Leakage is defined as the quantity of water to be supplied in the newly installed pipe or any valved section under test, which is necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled. Should any test of pipe installed disclose leakage greater than that allowed,

CONTRACTOR shall locate and replace or repair the defective joints, pipe or valve until the leakage from subsequent testing is within the specified allowance.

3.04 HYDROSTATIC TESTS (HDPE PIPE)

A. General

1. CONTRACTOR shall test pipelines installed under this Contract in accordance with these specifications prior to acceptance of the pipeline by the OWNER. All field tests shall be made in the presence of the OWNER. Except as otherwise directed, all pipelines shall be tested. All piping to operate under liquid pressure shall be tested in sections of approved length. The pressure testing of an HDPE line section shall be tested separately from the PVC and DIP line sections. Where impractical, the HDPE test section shall include only a minimum amount of PVC and ductile iron pipe within the test section. If at all possible, the PVC and DIP test sections shall be left exposed during the pressure test for visual leakage observation. For these tests, the CONTRACTOR shall furnish clean water, suitable temporary testing plugs or caps, and other necessary equipment, and all labor required. If the CONTRACTOR chooses to pressure test against an existing OWNER water main / valve, the new water main must be disinfected prior to connection to the OWNER line. The OWNER will not be responsible for failure of the pressure test due to the existing valve leaking. The OWNER may elect to furnish suitable pressure gauges for these tests. If not, the CONTRACTOR will furnish suitable pressure gauges, calibrated by an approved testing laboratory, which increments no greater than 2 psi. Gauges used shall be of such size that pressures tested will not register less than 10 percent or more than 90 percent of the gauge capacity. All valved sections shall be hydrostatic tested to insure sealing (leak allowance) of all line valves.
2. Unless it has already been done, the section to pipe to be tested shall be filled with potable water and air shall be expelled from the pipe. If blow-offs or other outlets are not available at high points for releasing air, the CONTRACTOR shall provide 1-inch [minimum taps and blow-off valves (at the 12:00 position)], as necessary. The cost of constructing blow-off valves and plugging them, after a successful pressure test, shall be included in the unit price bid amount for the HDPE pipe.

B. Testing Criteria

1. For testing of HDPE pipe, in addition to the 150 psi test for 2 hours required after the pipe has been installed and filled with water, the pipe shall be tested above grade. The test shall be for one (1) hour at fifty (50) psi when using water or five to ten (5-10) psi for one (1) hour using air. At each welded joint, apply soapy water to detect any leaks.

2. Hydrostatic testing shall consist of a 150 psig test pressure, based on the elevation of the highest point of the line or section under test. Pressure shall be applied by means of a pump connected to the pipe in a manner satisfactory to the OWNER. The pump, pipe connection and all necessary apparatus shall be furnished by the CONTRACTOR and shall be subject to the approval of the OWNER.
3. Maximum duration for pressure test, including initial and final phase of the test, shall not exceed eight (8) hours. If the test is not completed due to leakage, equipment failure, etc., depressurize the test section, and then allow it to “relax” for at least eight (8) hours before bringing the test section up to test pressure again.

C. Procedure For Pressure Test

1. Initial Phase of Pressure Testing: First, all air must be removed from the test section. The pressure test shall be completed after the line is backfilled. If possible, all flanged or mechanical joint valves and fittings shall be left exposed for visual leak inspection. If possible all PVC and DIP test sections shall be left exposed for visual leak inspection. Initially, the pressure within the test section shall be raised to approximately 160 psi and then allowed to be idle (no additional make-up water / pressure to be injected), for approximately 3 hours. During this 3-hour period, the test section shall be allowed to stabilize and come to an equilibrium stage. No additional make-up water / pressure shall be applied to the test section during this 3-hour stabilization period unless the line pressure drops below 140 psi. In this case, make-up water / pressure shall only be applied to the test section to maintain a minimum of 140 psi (during the 3-hour stabilization period).
2. Final Phase of Pressure Testing: The final phase of the pressure test shall involve applying make-up water / pressure to achieve an “Initial test pressure” of 150 psi (minimum) / 155 psi (maximum). The test section is then allowed to be idle (no make-up water / pressure is added) for a period of 2 hours. After this 2-hour period, make-up water / pressure is applied and measured to re-establish the “initial test pressure.” The quantity of water utilized to re-pump the line shall be measured and compared to the allowable quantities as determined by TABLE 1, shown below. If the actual make-up water quantity is equal to or less than the allowable amount, the pressure test passes. If the actual make-up water quantities are greater than the allowable amount, the pressure test fails.

TABLE 1: ALLOWABLE MAKE-UP AMOUNT (HDPE) PIPE

Nominal Pipe Size (inches)	Make-up Water Allowance (U.S. Gallons /100 ft. of Pipe) 2-Hour Test
6	0.30
8	0.50
10	0.65
12	1.15
14	1.40
16	1.65
18	2.15
20	2.75
22	3.50
24	4.40
26	5.00
28	5.55
30	6.35
32	7.15
34	8.10
36	9.00
42	11.55
48	13.50
54	15.70

3. In the event a section fails to pass the tests, the CONTRACTOR shall do everything necessary to locate, uncover (even to the extent of uncovering the entire section), and replace the defective pipe, valve, fitting or joint. Visible leaks shall be corrected regardless of total leakage. Lines which fail to meet these tests shall be retested as

necessary until test requirements are complied with. All testing shall be performed at the CONTRACTOR'S expense.

D. Mandrel Testing

Perform mandrel testing through the entire length of the installed HDPE pipe. The mandrel size shall be 80% of the inside diameter of the pipe.

For sections of newly installed HDPE pipe that are exposed above grade, Contractor shall tape the ends of the pipe to prevent foreign objects from being inserted into the pipeline.

3.05 TESTS FOR VALVES

A. General: All valves shall be tested according to the following criteria:

1. Butterfly and plug valves shall be tested in accordance with AWWA C504.
2. Ball valves shall be tested in accordance with AWWA C507.
3. Gate valves shall be tested in accordance with AWWA C509 and C515.

END OF SECTION

SECTION 02801 – RESTORATION OF SURFACE IMPROVEMENTS

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. This Section includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work, as shown on the Drawings and as specified.

1.02 QUALITY ASSURANCE

A. Standards

1. Florida Grades and Standards for Nursery Plants, Part 1:
2. Florida Department of Transportation, Standard Specifications for Road and Bridge Construction (latest Edition), hereafter called the Standard Specifications.

B. Asphaltic Concrete Mix Designs: Contractor shall provide mix designs prepared by an independent laboratory for each type of material used. Mix designs shall be prepared in accordance with the procedures described in Manual MS-2, Mix Design Methods for Asphalt Concrete, a publication of the Asphalt Institute.

PART 2 – PRODUCTS

2.01 SOD

A. The sod shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without well established sod, Argentine Bahia shall be used.

B. The sod shall have well matted roots and be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

2.02 PLANTS

A. Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae.

B. Existing plants may be removed, preserved, and replaced at the Contractors option. Plants shall be handled by an approved nursery.

C. Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced. Plants used shall be in accordance with the "Grades and Standards", Florida No. 1 or better.

D. Plants shall conform to the sizes indicated by the OWNER.

2.03 MULCH

A. Mulch for all planter areas shall be Cypress Bark, clean, bright and free from weeds, moss, sticks, and other debris. Bark size shall not be over 2-1/2-inch diameter.

2.04 WATER

A. The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, or organic matter.

2.05 PLANTING MIXTURE

A. The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

A. Fertilizer shall be pelletized 8-8-8, or equivalent.

2.07 PORTLAND CEMENT

A. Portland cement used in the performance of restoration work on this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 – EXECUTION

3.01 LANDSCAPING RESTORATION

A. Lawn Areas: Any lawn area affected by the required work shall be restored to a condition equal to or better than the conditions existing before the commencement of work. Grass areas disturbed by CONTRACTOR shall be restored with sod.

B. Balled Plants:

1. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.
2. Option: Plants may be furnished as container grown instead of balled if all other requirements are met.

C. Preparation of Plant Pits: All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon containers shall have pits that are two feet wider than the width of the plant ball and 6-inches deeper than the depth of the ball. Smaller shrubs shall have pits that are at least one foot wider than the width of the plant ball and 6-inches deeper than the ball depth.

D. Setting Plants

1. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.
2. Balled and burlapped plants and palms shall be placed on 6 inches to 12 inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

E. Water: Water to be used initially during plant installation shall be furnished by the CONTRACTOR. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

F. Sod Placement:

1. Immediately before sod is placed, 8-8-8 fertilizer shall be applied at the rate of approximately 500 pounds per acre, by broadcasting and raking into the planting area.
2. Sod shall be firmly embedded by light tamping. Wherever necessary to prevent an erosion condition caused by vertical edges at the outer limits of the sodded area, the sod shall be tamped so as to produce a featheredge at the outer limits. The sod shall be kept in a moist condition after it is planted. Water shall not be applied between the hours of 8 A.M. and 4 P.M., or when there is danger of freezing.

G. Maintenance: CONTRACTOR shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT, CURB AND SIDEWALK REMOVAL

A. Pavement materials shall be removed and separated from other excavated materials. Prior to removal, asphaltic and Portland cement materials shall be saw cut to neat lines parallel to the trench and sufficiently remote from the edge of the trench to prevent settling or breaking off.

3.03 TESTS

A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the OWNER and at such locations as may be recommended by the ENGINEER. If the densities as determined by the specified tests fall below the required minimums, the CONTRACTOR shall pay for all retests.

END OF SECTION

SECTION 02802 – IDENTIFICATION TAPE/WIRE FOR BURIED PIPE

PART 1 – GENERAL

1.01 DESCRIPTION

A. Furnish and install identification tape over the centerline of all buried potable water lines, wastewater force mains, gravity sewers and wastewater reuse mains.

1.02 SUBMITTALS

A. Submit manufacturer's descriptive literature, illustrations, specifications and other pertinent data.

PART 2 – PRODUCTS

2.01 IDENTIFICATION TAPE

A. Identification Tape for Ductile Iron and Steel Pipe: Identification tape shall be non-metallic, manufactured of inert polyethylene so as to be highly resistant to alkalies, acids and other destructive agents found in soil, and shall have a minimum thickness of 6 mils with a minimum tensile strength of 22 pounds per inch and a maximum adhesive factor of 40 ounces per inch. Tape width shall be 2 inches and shall have background color specified below, imprinted with black letters. Imprint shall be as specified below and shall repeat itself a minimum of once every 2 feet for entire length of tape.

B. Identification Tape for Polyvinyl Chloride Pipe: Identification tape shall be non-metallic and manufactured of polyethylene with a minimum thickness of 4 mils. The tape shall be highly resistant to alkalies, acids and other destructive agents found in soil. Tape width shall be 3 inches and shall have background color specified below, imprinted with black letters. Imprint shall be as specified below and shall repeat itself a minimum of once every 2 feet for entire length of tape.

C. Tape background colors and imprints shall be as follows:

Imprint	Background Color
"Caution Caution – Potable Water Line Buried Below"	Blue
"Caution Caution – Wastewater Force Main Buried Below"	Green
"Caution Caution – Sewer"	Green
“Caution Caution – Reuse Water Main Buried Below”	Lavender
“Caution Caution – Raw Water Main Buried Below”	White

D. Identification tape shall be "Terra Tape" as manufactured by Reef Industries, Inc., Houston, TX, (800) 231-6074; Seton, Branford, CT, (800) 571-2596; Pro-Line Safety Products, W. Chicago, IL, (800) 554-3424.

2.02 LOCATE WIRE FOR PIPE INSTALLED BY OPEN CUT

A. In addition to the warning tape, there should be installed a 10-gage single-strand THWN solid copper-clad steel tracing wire. The wire shall be encapsulated in a 30-mil HDPE jacket, shall have break load of 513 pounds and color coded to match the pipe color.

B. The locate wire shall be connected with either high split bolt connector (Granger GAUGO or equal) and shrink-wrapped to encapsulate the connection. A Proline Dryconn® connector or Copperhead Dryconn Direct Bury Log may also be used.

C. Color of wire shall match the color coding shown on the table under Paragraph 2.01 of this Specification Section.

2.03 LOCATE WIRE FOR PIPE INSTALLED BY DIRECTIONAL DRILL

A. Locate wire for directional drill pipe installation shall be a steel core 10-gage, single strand THWN solid copper tracing wire. The wire shall be encapsulated in a 45-mil HDPE jacket color coded to match the color of the pipe. Tracing wire breakload shall be 1,150 pounds.

B. Three (3) wires shall be installed for each drill.

C. Color of wire shall match the color coding shown on the table under Paragraph 2.01 of this Specification Section.

PART 3 – EXECUTION

3.01 INSTALLATION OF IDENTIFICATION TAPE

A. Identification tape shall be installed for all buried pressure mains in accordance with the manufacturer's installation instructions and as specified herein.

B. For potable, raw, reuse water and force mains, identification tape shall be installed 12 inches above the pipe.

C. For wastewater or gravity sewers, identification tape shall be continuously spiral-wrapped around the pipe with the bands 12 to 18 inches apart.

3.02 INSTALLATION OF LOCATE WIRE

A. Install wire as shown on the detail drawings of this project.

B. Test the locate wire for continuity and submit report documenting the continuity testing. Repair or replace locate wire at failed test locations as directed by OWNER.

C. CONTRACTOR shall provide the name of the wire testing company to the OWNER for approval.

END OF SECTION

SECTION 02936 – SEEDING & MULCH

PART 1 – GENERAL

1.01 SCOPE

A. Requirements specified in Conditions of Contract and Division 1 form a part of this Section. The work in this Section consists of furnishing all labor, materials and equipment to replace and maintain all areas disturbed during construction by establishing a stand of grass, within the areas called for, by furnishing and placing grass sod, seeding or seeding and mulching.

1.02 SECTION INCLUDES

A. Preparation of subsoil.

B. Placing topsoil.

C. Seeding mulching and fertilization.

D. Maintenance.

1.03 RELATED SECTIONS

A. Section 02300: Earthwork

B. Section 02938: Sodding

1.04 DEFINITIONS

A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

B. Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer and pesticides.

1.05 QUALITY ASSURANCE

A. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

1.06 REGULATORY REQUIREMENTS

A. Comply with regulatory agencies for fertilizer and herbicide composition.

B. Provide certificate of compliance from State Department of Agriculture and Consumer Services indicating approval of seed mixture.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products to site under the provisions of Division 1 of these Specifications.

B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.

C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.08 COORDINATION

A. Coordinate work under provisions of General Conditions.

1.09 MAINTENANCE SERVICE

A. Maintain seeded areas immediately after placement until grass is well established and exhibits a vigorous growing condition until final acceptance.

1.10 REFERENCES

A. Fertilizers, Mixed, Commercial.

PART 2 – PRODUCTS

2.01 SEED SUPPLIERS

A. To be submitted for approval to the ENGINEER and CITY.

2.02 SEED MIXTURE

A. Seed Mixture:

1. Bahia disturbed areas not specified as requiring sod.

2.03 SOIL MATERIALS

A. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from well drained site; free of subsoil, clay or impurities, plants, weeds and roots; pH value of minimum 6.0 and maximum 7.0.

2.04 ACCESSORIES

A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay is acceptable.

B. Fertilizer: As recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil to the following proportions: Nitrogen 6 percent, phosphoric acid 6 percent, soluble potash 6 percent.

C. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of grass.

D. Erosion Fabric: Jute geotextile matting, open weave or approved equal as noted per plan.

E. Herbicide: Submit manufacturing data.

F. Stakes: Softwood lumber, chisel pointed.

G. String: Inorganic fiber.

H. Edging: As noted per plan.

2.05 TESTS

A. Provide analysis of topsoil fill by testing in accordance with the local Soil Conservation Service testing method for pH, fertilizer and soil texture.

B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, trace elements, soluble salt content, organic matter content, and pH value.

C. Submit minimum 12 oz. sample of topsoil proposed. Forward sample to approved testing laboratory in sealed containers to prevent contamination.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Verify that prepared soil base is ready to receive the work of this Section.

3.02 PREPARATION OF SUBSOIL

A. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.

B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated sub-soil.

C. Scarify subsoil to a depth of 3 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted sub-soil.

3.03 PLACING TOPSOIL

A. Spread topsoil to a minimum depth of 4 inches over area to be seeded. Rake until smooth.

B. Place topsoil during dry weather and on dry subgrade.

C. Remove vegetative matter and foreign non-organic material from topsoil while spreading.

D. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.

E. Install edging at periphery of seeded areas in straight lines to consistent depth where indicated on drawings.

3.04 FERTILIZING

A. Apply fertilizer at a rate of 700 pounds per acre or 16 pounds per 1,000 square feet.

B. Apply after smooth raking of topsoil and prior to roller compaction.

C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
D. Mix thoroughly into upper 4 inches of topsoil.

E. Lightly water to aid the dissipation of fertilizer.

3.05 SEEDING

A. Apply seed at a rate of 4.50 lbs. per 1,000 sq. ft. evenly in two intersecting directions. Rake in lightly.

B. Do not seed areas in excess of that which can be mulched on same day.

C. Planting Season: To be determined.

D. Do not sow immediately following rain, when ground is too dry, or during windy periods.

E. Roll seeded area with roller not exceeding 150 lbs.

F. Immediately following seeding and compacting, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.

G. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

3.06 MAINTENANCE

A. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing. Maintenance of grass shall be included through final acceptance of the project.

B. Neatly trim edges and hand clip where necessary.

C. Immediately remove clippings after mowing and trimming.

D. Water to prevent grass and soil from drying out.

E. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.

F. Immediately reseed areas which show bare spots.

END OF SECTION

SECTION 02938 – SODDING

PART 1 – GENERAL

1.01 SCOPE

A. Requirements specified in Conditions of Contract and Division 1 form a part of this Section. The work in this Section consists of furnishing all labor, materials and equipment to replace and maintain all areas disturbed during construction by establishing a stand of grass, within the areas called for, by furnishing and placing grass sod, seeding or seeding and mulching.

1.02 SECTION INCLUDES

A. Preparation of subsoil.

B. Placing topsoil.

C. Fertilizing.

D. Sod installation.

E. Maintenance.

1.03 RELATED SECTIONS

A. Section 02300: Earthwork

B. Section 02936: Seeding

1.04 REFERENCES

A. ASPA (American Sod Producers Association) - Guideline Specifications to Sodding.

B. Fertilizers, Mixed, Commercial.

1.05 DEFINITIONS

A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.06 MAINTENANCE DATA

A. Operation Data: Submit for continuing OWNER maintenance.

B. Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer; and pesticides.

1.07 QUALITY ASSURANCE

A. Sod: Minimum age of 18 months, with root development that will support its own weight without tearing, when suspended vertically by holding the upper two corners.

B. Submit sod certification for grass species and location of sod source.

1.08 QUALIFICATIONS

A. Sod Producer: Company specializing in sod production and harvesting with minimum five years experience, and certified by the State of Florida.

1.09 REGULATORY REQUIREMENTS

A. Comply with regulatory agencies for fertilizer and herbicide composition.

B. Provide certificate of compliance from State Dept. of Agriculture and Consumer Services indicating approval of fertilizer and herbicide mixture.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products to site under provisions of General Conditions.

B. Deliver sod on pallets. Protect exposed roots from dehydration by water as necessary.

C. Do not deliver more sod than can and will be laid within 24 hours of delivery.

1.11 COORDINATION

A. Coordinate work under provisions of General Conditions of these Specifications.

1.12 MAINTENANCE SERVICE

A. Maintain sodded areas immediately after placement until grass is well established and exhibits a vigorous growing condition or until final completion.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Sod: ASPA Certified cultivated grass sod matching the type being replaced with strong fibrous root system, free of stones, burned or bare spots; containing no more than 10 weeds per 1,000 sq ft.

B. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from a well drained site; free of subsoil, clay, or impurities, plants, weeds and roots; pH value of minimum 6.0 and maximum 7.0.

C. Fertilizer: as recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil to the following proportions: nitrogen 6 percent, phosphoric acid 6 percent, soluble potash 6 percent.

D. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of grass.

2.02 ACCESSORIES

A. Wood Pegs: Softwood, sufficient size and length to ensure anchorage of sod on slope.

B. Edging: As noted per plan.

C. Herbicide: Submit manufacturer's data.

2.03 HARVESTING SOD

A. Machine cut sod and load on pallets in accordance with ASPA Guidelines.

B. Cut sod in area not exceeding 1 sq. yd., with minimum 1/2 inch maximum 1 inch topsoil base.

2.04 TESTS

A. Provide analysis of topsoil fill under provisions of Division 1.

B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, trace elements soluble salt content, organic matter content, and pH value.

C. Submit minimum 12 oz. sample of topsoil proposed. Forward sample to approved testing laboratory in sealed containers to prevent contamination.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Sodding shall be provided in all areas requiring restoration due to construction activities which are as indicated on the Drawings.

3.02 PREPARATION OF SUBSOIL

A. Prepare sub-soil and eliminate uneven areas and low spots.

B. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.

C. Remove foreign materials and undesirable plants and their roots. Do not bury foreign material beneath areas to be sodded.

D. Remove contaminated subsoil.

E. Scarify sub-soil to a depth of 4 inches where topsoil is to be placed.

F. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.

3.03 PLACING TOPSOIL

A. Spread topsoil to a minimum depth of 4 inches over area to be sodded.

B. Place topsoil during dry weather and on dry subgrade.

C. Remove vegetative matter and foreign non-organic material from topsoil while spreading.

D. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.

E. Install edging as noted on plans at periphery of sodded areas in straight lines to consistent depth.

3.04 FERTILIZING

A. Apply fertilizer at a rate of 700 pounds per acre or 16 pounds per 1,000 square feet.

B. Apply after smooth raking of topsoil and prior to installation of sod.

C. Apply fertilizer no more than 48 hours before laying sod, mix thoroughly into upper 4 inches of topsoil and lightly water to aid the dissipation of fertilizer.

3.05 LAYING SOD

A. Moisten prepared surface immediately prior to laying sod.

B. Lay sod within 24 hours after harvesting to prevent deterioration.

C. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.

D. Lay smooth. Align with adjoining grass areas.

E. Place top elevation of sod 1/2 inch below adjoining paving.

F. On slopes 4 inches per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 8 feet on center. Drive pegs flush with soil portion of sod.

G. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.

H. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities. Roll sodded areas with roller not exceeding 150 lbs.

3.06 MAINTENANCE

A. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing. Maintain sod until final acceptance.

B. Neatly trim edges and hand clip where necessary.

C. Immediately remove clippings after mowing and trimming.

D. Water to prevent grass and soil from drying out.

E. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.

F. Immediately replace sod to areas which show deterioration or bare spots.

END OF SECTION

DIVISION 3

CONCRETE

SECTION 03300 – CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Code references

1. Florida Building Code (FBC) 2020 Edition.
2. ACI 301, "Structural Concrete for Buildings."
3. ACI 318, "Building Code Requirements for Reinforced Concrete."
4. ACI 350, "Code Requirements for Environmental Engineering Concrete Structures

1.02 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:

1. Minor equipment pads and pipe encasements.
2. Structural Concrete – All other concrete.

B. Related Sections:

1. Section 02220 "Earthwork”

1.03 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

1.04 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Submittals:

1. Design Mixtures: Submit concrete mixture proportions, characteristics and location for use for each concrete mixture. Submittal shall include documentation indicating the proposed concrete proportions will produce an average compressive strength equal to or greater than the required average compressive strength and shall consist of field strength records (field test data) or trial mixtures in accordance with ACI 301, 4.2.3.4.a or 4.2.3.4.b, respectively. Submit alternate design mixtures when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

2. Indicate amounts of mixing water to be withheld for later addition at Project site.

C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.

1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.

E. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

1. Location of construction joints is subject to approval of the ENGINEER.

F. Samples: None.

1.05 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer, manufacturer and testing agency.

B. Welding certificates.

C. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Form materials and form-release agents.
4. Steel reinforcement and accessories.
5. Curing compounds.
6. Bonding agents.
7. Adhesives.
8. Repair materials.

D. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:

1. Aggregates. Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.

E. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.

F. Field quality-control reports.

G. Minutes of pre-installation conference.

1.06 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

E. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."

F. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301, "Specifications for Structural Concrete."
2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
3. ACI 318, "Building Code Requirements for Reinforced Concrete."
4. ACI 350, "Environmental Engineering Concrete Structures."
5. ACI 305, "Hot Weather Concreting."
6. ACI 306, "Cold Weather Concreting."

G. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

H. Mockups: None.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement, if applicable.

B. Waterstops: Store water stops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.01 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.
2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

a. High-density overlay, Class 1 or better.
b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
c. Structural 1, B-B or better; mill oiled and edge sealed.
d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.

D. Pan-Type Forms: Glass-fiber-reinforced plastic or formed steel, stiffened to resist plastic concrete loads without detrimental deformation.

E. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.

F. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.

G. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.

H. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

I. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.
3. Furnish ties for liquid containment structures that have an integral water stop that is tightly welded to the tie.
4. Furnish ties for exposed concrete that are the cone-washer type. The cones shall be made of approved wood or plastic. Common wire will not be allowed for form ties

2.02 STEEL REINFORCEMENT

A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of pre-consumer recycled content not less than 25 percent.

B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

C. Low-Alloy-Steel Reinforcing Bars: None.

D. Galvanized Reinforcing Bars: None.

E. Epoxy-Coated Reinforcing Bars: None.

F. Stainless-Steel Reinforcing Bars: None.

G. Steel Bar Mats: None.

H. Plain-Steel Wire: ASTM A 82/A 82M. None.

I. Deformed-Steel Wire: ASTM A 496/A 496M.

J. Epoxy-Coated Wire: None.

K. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.

L. Deformed-Steel Welded Wire Reinforcement: None.

M. Galvanized-Steel Welded Wire Reinforcement: None.

N. Epoxy-Coated Welded Wire Reinforcement: None.

2.03 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), plain-steel deformed bars, cut true to length with ends square and free of burrs.

B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

2.04 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type II, gray, no substituted are allowed. Cement replacement by weight can be up 20% of the total weight, replace with Fly Ash and/or Slag.

a. Fly Ash: ASTM C 618, Class F.
b. Slag: ASTM 989, Grade 120

2. Blended Hydraulic Cements: ASTM C595, Type IP (MS), specifically excluding type IS (>=70) which is not intended as principal cementing constituents in concrete. ASTM C595 cements that incorporate ASTM 1157 cements are not allowed.

B. Normal-Weight Aggregates: ASTM C 33, Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.

1. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement. Use Clean, sharp, natural silica sand free of loam, clay, lumps, and other deleterious substances. Dune sand, bank run sand, and manu-factured sand are not acceptable.

2. Coarse Aggregate: Clean, uncoated, processed aggregate containing no clay, mud, loam, or foreign matter. Coarse aggregate shall comply with the following:

a. Crushed stone, processed from natural rock or stone.
b. Washed gravel, either natural or crushed. Slag, pit gravel, and bank-run gravel are not allowed.
c. Coarse Aggregate Size: ASTM C33/C33M, No. 57 stone, unless otherwise approved by ENGINEER.

C. Water: ASTM C 94/C 94M and potable.

2.05 ADMIXTURES

A. Air-Entraining Admixture: ASTM C 260.

B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.06 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating. Allowed for non-liquid containment structures.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. BASF Construction Chemicals - Building Systems; Kure 200.
b. ChemMasters; Safe-Cure Clear.
c. Conspec by Dayton Superior; W.B. Resin Cure.
d. Dayton Superior Corporation; Day-Chem Rez Cure (J-11-W).
e. Edoco by Dayton Superior; Res X Cure WB.
f. Euclid Chemical Company (The), an RPM company; Kurez W VOX; TAMMSCURE WB 30C.
g. L&M Construction Chemicals, Inc.; L&M Cure R.
h. Meadows, W. R., Inc.; 1100-CLEAR.
i. SpecChem, LLC; Spec Rez Clear.
j. Symons by Dayton Superior; Resi-Chem Clear.

2.07 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: Provide preformed expansion joint filler complying with ASTM D 1752, Type I (spong rubber) or Type II (cork).

B. Semi rigid Joint Filler: Two-component, semi rigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 aromatic polyurea with a Type A shore durometer hardness range of 90 to 95 per ASTM D 2240.

C. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:

1. Types I and II, non-load bearing and Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

E. Reglets: Fabricate reglets of not less than 0.022 thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.

F. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

2.08 REPAIR MATERIALS

A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.

1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
4. Compressive Strength: Not less than 4500 psi at 28 days when tested according to ASTM C 109/C 109M.

B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.

1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than 4500 psi at 28 days when tested according to ASTM C 109/C 109M.

2.09 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301. Reference Section 1.04.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Use fly ash and/or slag as needed to reduce the total amount of portland cement, which would otherwise be used. Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash only: 20 percent by weight.
2. Slag only: 20 percent by weight.
3. Fly Ash + Slag: 20 percent by weight.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.

D. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.42.
4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.

E. Color Pigment: If required by Architectural contract drawings, add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.10 CONCRETE MIXTURES

A. Minor equipment pads and pipe encasements:

1. Minimum Compressive Strength: 3000 psi at 28 days.
2. Concrete mixture proportions in accordance with accepted design mixes. Reference Section 1.04.

B. Structural Concrete:

1. Minimum Compressive Strength: Reference Design Criteria Sheet S-01.
2. Concrete mixture proportions in accordance with accepted design mixes. Reference Section 1.04.
3. Concrete mixes at walls, foundations that are subjected to hydrostatic pressures and water bearing walls and slabs at containment structures shall have Xypex Admin C-500 Red Admixture with Red Oxide pigment for confirmation. Dosage rate shall meet the manufacturer’s recommendation of 1% to 1.5% by weight of cement.

2.11 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.12 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 – EXECUTION

3.01 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

1. Class A, 1/8 inch for smooth-formed finished surfaces.
2. Class B, 1/4 inch for rough-formed finished surfaces.

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
2. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

H. Chamfer exterior corners and edges of permanently exposed concrete.

I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.02 REMOVING AND REUSING FORMS

A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations and curing and protection operations need to be maintained.

1. Leave formwork for beam soffits, joists, slabs, and other structural elements that supports weight of concrete in place until concrete has achieved at least 75 percent of its 28-day design compressive strength.
2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by ENGINEER.

3.03 VAPOR RETARDERS

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.

1. Lap joints 6 inches and seal with manufacturers recommended tape.

B. Bituminous Vapor Retarders: if applicable.

3.04 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

F. Zinc-Coated Reinforcement: Repair cut and damaged zinc coatings with zinc repair material according to ASTM A 780. Use galvanized steel wire ties to fasten zinc-coated steel reinforcement.

3.05 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by ENGINEER.

C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit

duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Maintain reinforcement in position on chairs during concrete placement.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleed water appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

G. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is CONTRACTOR's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.06 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations:

1. Coordinate sizes and locations of concrete bases with actual equipment provided.
2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 12-inch centers around the full perimeter of concrete base.
3. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base, and anchor into structural concrete substrate.
4. Prior to pouring concrete, place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
5. Cast anchor-bolt insert into bases. Install anchor bolts to elevations required for proper attachment to supported equipment.

3.07 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
   a. Water.
   b. Continuous water-fog spray.
   c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.08 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by ENGINEER. Remove and replace concrete that cannot be repaired and patched to ENGINEER’s approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by ENGINEER.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to ENGINEER’s approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to ENGINEER’s approval.

3.09 FIELD QUALITY CONTROL

A. Testing and Inspecting: OWNER will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Testing and Inspecting: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

C. Inspections:

1. Steel reinforcement placement.
2. Steel reinforcement welding.
4. Verification of use of required design mixture.
5. Concrete placement, including conveying and depositing.
6. Curing procedures and maintenance of curing temperature.
7. Verification of concrete strength before removal of shores and forms from beams and slabs.

D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.

    a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
6. Compression Test Specimens: ASTM C 31/C 31M.

    a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
    b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.

7. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.

    a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.

b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, CONTRACTOR shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
10. Test results shall be reported in writing to ENGINEER, concrete manufacturer, and CONTRACTOR within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
11. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by ENGINEER but will not be used as sole basis for approval or rejection of concrete.
12. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by ENGINEER. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by ENGINEER.
13. Additional testing and inspecting, at CONTRACTOR's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
14. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

E. Measure floor and slab flatness and levelness according to ASTM E 1155 (ASTM E 1155M) within 48 hours of finishing.

END OF SECTION

SECTION 03450 – PRE-CAST CONCRETE STRUCTURES

PART I – GENERAL

1.01 DESCRIPTION

A. Scope of Work: The work under this Section includes the design, casting, delivery, and erection of concrete structures as indicated on the Drawings.

1.02 QUALITY ASSURANCE

A. Standards: Unless otherwise indicated, all materials, workmanship and practices shall be in accordance with the current editions of the following standards:

1. ACI 318, Building Code Requirements for Reinforced Concrete.

2. PCI MNL 116, Manual for Quality Control for Plants and Production of Precast Concrete Products.

3. ANSI/ASTM C55 – Concrete Building Brick.

4. ASTM A48 – Gray Iron Castings.

5. ASTM C478 – Precast Reinforced Concrete Manhole Sections.

6. ASTM C923 – Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes

1.03 SUBMITTALS

A. The following information shall be submitted for approval. Fabrication shall not begin until submission has been approved.

1. Quality Control: Satisfactory evidence shall be submitted that plant and production methods meet the requirements of PCI MNL 116.

2. Submit under provisions of Division 1.

3. Shop Drawings: Complete fabrication and erection drawings shall be submitted. All drawings shall bear the seal of a Professional Engineer registered in the State of Florida.

B. Manufacturer’s data sheets shall be submitted on the following:

1. Joint mastic and gaskets.
2. Pipe connections.
3. Grout material.
4. Hatches and manhole covers.

1.04 DELIVERY, STORAGE AND HANDLING

A. Transportation and erection shall be done by qualified personnel using proper equipment. Lifting and supporting shall be done only at points indicated on the shop drawings.

PART 2 – PRODUCTS

2.01 MATERIALS AND FABRICATION

A. Precast Concrete Structures:

1. Design loads shall consist of dead load, live load, impact, soil loads and loads due to water table, as well as other loads which may be imposed upon the structure. Wetwells and manholes shall be designed in accordance with ASTM C-478. The minimum wall thickness for wetwells up to 7 feet I.D. shall be 8 inches. The minimum wall thickness for wetwells 8 feet 0 inches to 12 feet 0 inches I.D. shall be 10 inches. The minimum wall thickness for 4 foot I.D. manholes shall be 5 inches. The minimum wall thickness for valve vaults shall be 8 inches. Minimum wall thickness for inlets shall be as shown on the Drawings.

2. Forms used for precast concrete shall be of metal and sufficiently designed and braced to maintain their alignment under pressures of the concrete during placing. Base and first section of precast structures shall be an integral cast.

3. Aggregates: All aggregates, fine and coarse, other than lightweight aggregate shall conform to ASTM C33. Lightweight aggregates, fine and coarse, shall conform to ASTM C330. Aggregates shall be free of deleterious substances causing reactivity with oxidized hydrogen sulfide. Both types of aggregate shall be graded in a manner so as to produce a homogenous concrete mix. All materials are to be accurately weighed at a central batching facility for mixing.

4. Cement shall be Portland cement Type II.

5. Minimum compressive strength of concrete used for precast concrete structures shall be 4000 psi at 28 days.

6. Placing. All concrete shall be handled from the mixer or transport vehicle to the place of final deposit in a continuous manner, as rapidly as practicable, and without segregation or loss of ingredients, until the approved unit is completed. Maximum elapsed time from batching to placement shall be 2 hours. Concrete shall be placed in layers not over 2 feet deep. Each layer shall be compacted by mechanical internal or external vibrating equipment. Duration of the vibration cycle shall be limited to the time necessary to produce satisfactory consolidation without causing objectionable segregation.

7. Curing:

   a. For purposes of early reuse of forms, precast concrete may be steam cured after an initial set has taken place. The steam temperature shall not exceed 160°F, and the temperature shall be raised from normal ambient temperatures at a rate not to exceed 40°F per hour.

   b. The steam cured unit shall not be removed from the forms until sufficient strength is obtained for the unit to withstand any structural strain to which it may be subjected during the form stripping operation. After the stripping of forms, further curing by means of water spraying or a membrane curing compound may be used, and shall be of a clear or white type, conforming to ASTM C309.

8. Reinforcing steel shall be sufficiently tied to withstand any displacement during the pouring operation. All bars shall be Grade 60.

9. Joints shall be tongue and groove pipe ends sealed by a flexible preformed bitumastic sealing material equal to Ram-Nek as manufactured by R.K. Snyder and Co., Houston, Texas. Adequate material shall be applied so that “squeeze out” occurs at the interior and exterior of the joint. Flexible preformed bitumastic sealing material shall be provided by the manhole manufacturer.

10. Eccentric precast concrete cone sections shall be manufactured of precast concrete with reinforcing and joints as specified above for straight riser.

11. Lifting holes through the structures are not permitted. Equally spaced lifting lugs, rings or non-penetrating lift inserts shall be provided.

12. Top slabs for shallow manholes, valve vaults, and pumping station wet wells may be precast or cast-in-place. Steel reinforcing shall be as required for the dead load of the slab plus an H-20 designation live load. Concrete for top slabs shall have a compressive strength of 4000 psi at 28 days. Thickness of concrete for top slabs shall be a minimum of 6 inches for shallow manholes and valve vaults and 8 inches for pumping station wet wells.

13. Manholes inverts shall be constructed in the field. The drop from inlet to outlet shall be a minimum of one inch unless approved by the ENGINEER. The channel height of the manhole invert shall match the crown of the exit sewer. Manhole benches shall be sloped a minimum of two inches per foot from the outside periphery of the manhole to the edge of the invert channel.

B. Sealing Compound and Grout: Plastic sealing compound shall comply with Federal Specification SS-SS-00210. Mortar shall comply with ASTM C387, Type S.

C. Pipe Connections:

1. Pipe connections for wet wells and manholes shall be resilient, waterproof connections designed in accordance with ASTM C923 “Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes”. Resilient pipe connectors shall either be cast into the manhole wall or installed following casting in a cored section of the manhole wall. Resilient connectors shall be a flexible neoprene boot with stainless steel clamps equal to KOR-N-Seal System as manufactured by the Dukor Corporation. When the pipe is installed in the resilient manhole connector, the pipe shall be capable of 20° minimum deflection in any direction.

2. Pipe connections for wall penetrations for valve vaults and for manholes and wetwells where resilient connectors cannot be used shall be provided with wall sleeves and link seals.

D. Frames and Covers: Cast iron manhole frames and covers shall be provided for manholes and aluminum access hatches shall be provided for wetwells and valve vaults as specified below:

1. Standard Manhole Frames and Covers: Shall be gray iron castings conforming to ASTM A48, Class 30B for Gray Iron Castings; and shall be smooth, true to pattern, free from blow holes, sand holes, projections and other harmful defects. The seating surfaces of both the frame and cover shall be machined so that the cover will not rock after it has

been seated. The cover shall be provided with a precisely machined dovetail groove with a neoprene O-ring gasket to provide a self sealing cover. The gasket shall be glued in place at the foundry. The manhole cover shall be solid with two non-penetrating pick holes. Manholes frames and covers shall be coated on all non-machined surfaces with three coats of coal tar epoxy. Manhole frames and covers shall be U.S. Foundry and Manufacturing Corp. No. 227-AS-ORS for built-up type manholes; No. 1295-AS-ORS for stab-type manholes or an equal approved by the ENGINEER.

2. Aluminum Access Hatches: Aluminum hatches shall be provided for wetwells and valve vaults sized and specified on the Drawings.

E. Coatings:

1. Interior and exterior surfaces of precast sanitary structures shall be coated as per the details shown on the Drawings.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Earthwork: The CONTRACTOR shall prepare an excavation large enough to accommodate the structure and permit sealing of openings, waterproofing and backfilling operations. Earthwork shall conform to the applicable section of Division 2.

B. Installation of Precast Concrete Structures: Precast concrete structures shall be constructed in a workmanlike manner at the locations and dimensions indicated on the Drawings. Precast structures shall be set on foundation of crushed stone, 9 inches thick. Crushed stone material shall be a well graded crushed stone or crushed gravel meeting the requirements of ASTM C33, Gradation No. 67 (3/4 inch to No. 4 sieve). The precast structures shall be constructed such that the structure will not transmit dead or live loads to the piping. Care shall be taken to prevent earth and other material from entering precast structures.

C. Sealing and Grouting: Fill all interior and exterior joints between precast sections with a joint sealant, as recommended by the structure manufacturer.

D. Installing Precast Sections:

1. Set each precast concrete unit plumb on a bed of sealant to make a watertight joint at least ½ inch thick with the concrete base or with a preceding unit. Point the inside joint and wipe off the excess sealant.

2. Assemble units so that the cover conforms to the elevations shown on the Drawings.

3. Pipe connections at precast structures shall be provided at the locations shown on the Drawings. Connections shall be resilient and waterproof.

4.

E. Manhole Flow Channels and Bench Walls:

1. Unless prior approval is obtained from the ENGINEER, manhole flow channels and bench walls shall be constructed in the field. Invert channel bottoms shall be smooth and semicircular in shape conforming to inside of adjacent sewer sections. Changes in direction of flow shall be made with a smooth curve of as large a radius as the size of manhole will permit. Changes in size and grade of channels shall be made gradually and evenly to give a smooth uninterrupted flow pattern through the manhole. Channel height shall match the crown of the connection sewer pipe exiting the manhole. Manhole bench walls shall be smooth and shall slope two inches per foot from the edge of the invert channel to the precast manhole wall. Invert channels may be constructed by forming in concrete or by building up brick and mortar to form the manhole bench walls on each side of the channel, and plastering over bricks with cement mortar with a minimum thickness of ½ inch. Manhole invert construction shall only be performed by experienced and qualified workmen.

2. Bricks used to construct manhole invert channels and bench walls shall be standard size (2½ in. H X 4 in. W X 8 in. L) brick in conformance with ASTM C32 “Sewer and Manhole Brick (Made From Clay and Shale)”, Grade MS. Mortar used for masonry work shall be prepared by thoroughly mixing: One (1) volume of Type II Portland Cement with three (3) volumes of sand and sufficient clean water to produce a rich mass of approved consistency. Mixing mortar on the ground or any paved surface shall not be permitted. Sand to the used in making mortar shall be clean, well-graded, and shall pass a standard No. 4 sieve.

F. Setting Frames and Covers:

1. Unless otherwise indicated on the Drawings in unpaved areas the tops of manholes shall be set 0.2 feet above finished grade and the tops of wetwells and valve vaults shall be set flush with finished grade.

2. The top of all precast manholes may be brought to proper grade for receiving manhole frame by using not more than four courses of precast concrete grade rings. Precast concrete grade rings shall be precast with steel reinforcement in conformance with ASTM C478 and concrete with a compressive strength of 4000 psi in 28 days. Precast concrete grade rings shall be manufactured in half annular shapes for ease of handling. The grade ring dimensions shall be 2 inches thick with an annular width of 8 inches and an inside diameter of 24 inches.

3. Masonry construction shall be performed by experienced and qualified workmen only. All work shall be laid plumb, straight, level, square and true. Brick shall be laid in full beds of mortar and shoved into place. All joints shall be full and not more than ½ inch in thickness. The CONTRACTOR shall set in place and bond in the masonry all necessary anchor bolts and miscellaneous items specified elsewhere. The masonry walls shall be plastered on the inside and outside with a one-half inch coat of Portland cement mortar.

4. Following curing of any masonry construction required for manhole top adjustment, set manhole frame in a bed of mortar. Seal the flange of the manhole ring to the top of the manhole with cement mortar.

G. Interior Lining: The interior coating system shall be applied following installation of the precast structures and any piping or equipment, which will penetrate or attach to the walls. Surface preparation and application of the coating system shall be in strict accordance with the manufacturer’s recommendations.

H. Backfill: After the structure and all appurtenances are in place and approved, backfill shall be placed to the original ground line or to the limits designated on the Drawings. Backfill material shall consist of sand or loose earth, free form stones, clods, or other deleterious material. It shall be placed in horizontal layers not exceeding 12 inches in depth, and shall be moistened and thoroughly compacted to a minimum relative density conforming to the requirements of Division 2.

END OF SECTION

SECTION 03600 – GROUTING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. This Section includes grouting of equipment bases and such locations as shown on the Drawings and as specified.

B. The types of grouting include the following:

1. Portland Cement Grout
2. Non-shrink, Non-expanding Grout

1.02 DELIVERY AND STORAGE

A. Prevent damage to or contamination of grouting materials during delivery, handling and storage.

B. Store all grouting materials in undamaged condition with seals and labels intact as packaged by the manufacturer.

1.03 SUBMITTALS

A. All submittals shall be in accordance with Specification 01310 – Administrative Requirements.

PART 2 - PRODUCTS

2.01 PREMIXED GROUTS

A. Portland Cement Grout

B. (For grouting CMU cells and similar items – f'c=3000 psi minimum)

1. Portland Cement: ASTM C150, Type II
2. Sand: ASTM C33, Fine Aggregate
3. Water: Potable
4. Pea Gravel: ASTM C33. Coarse aggregate, graded so that at least 90% passes 3/8-inch sieve and 90% is retained by a number 4 sieve.

C. (Grout Mortar for use as fillets and leveling)

1. Portland Cement: ASTM C150, Type II
2. Sand: ASTM C33, Fine Aggregate (Marson's sand)
3. Water: Potable
4. Mix 1-part Portland cement to 3-parts sand.

D. Pre-Mixed non-shrink, Non-expanding Grout (Nonmetallic). Non-shrink grout as shown on the Drawings shall be a mixture of selected silica sands, Portland cement, water reducing agents, plasticizing and shrinkage compensating agents. Grout shall be nonmetallic non-corrosive, non-staining and comply with CRD-C-588, Type D.

E. The grout shall be non-shrink in accordance with ASTM C827, ASTM C191, and ASTM C109. The water-grout ratio shall be approximately 8 to 10 quarts of water per cubic foot of grout adjustable for varying job conditions.

F. Grout shall not contain calcium chloride or other salt; aluminum or other metals; chemical additives, gypsum or expansive cements. Grout shall not expand after set.

G. Grout shall be used and applied in accordance with the manufacturer's written instructions.

H. Subject to compliance with requirements provide from the following:

1. L&M Construction Chemicals, Inc. – Crystex
2. Grout Corp. - Five Star Non-shrink Grout or equivalent

2.02 NONSHRINK GROUT

A. Non-shrink grout shall conform to the following requirements:

1. Manufactured under rigid quality control specifically for grout used in transferring heavy loads.
2. Contain nonmetallic aggregates specially graded to minimize bleeding.
3. Have an initial setting time of approximately one hour at 70°F.
4. Produce no settlement or drying shrinkage at 3 days or later.
5. Have higher strength at all ages than plain cement grout of the same flowability.
6. Resist attack by oil and water and have lower absorption than plain cement grout of the same flowability.
7. Minimum compressive strength, in accordance with ASTM C-109, shall be 2500 psi after 1 day and 7000 psi after 28 days.

2.03 MIXES

A. For less than 2-inch clearance, or where size or shape of space makes grouting difficult, grout mix shall consist of Portland cement, fine aggregate and water.

B. For greater than 2-inch clearances where coarse aggregate will not obstruct free passage of the grout, extend grout by adding 50 pounds of pea gravel per 100 pounds grout material.

C. Use minimum amount of water necessary to produce a flowable grout without causing either segregation or bleeding.

D. Portland cement mortar for raked-out edges of non-shrink grout: one part Portland cement, two parts sand and 0.50 part water by weight.

2.04 MIXING

A. Mix grout in accordance with manufacturer's printed specifications.

B. Mix grouting materials and water in a mechanical mixer for no less than 3-minutes.

C. Mix grout as close to the work area as possible and transport the mixture quickly and in a manner that does not permit segregation of materials.

D. After the grout has been mixed, do not add more water for any reason.

PART 3 – EXECUTION

3.01 PROCEDURES

A. Installation methods and procedures shall be approved by ENGINEER and shall be in accordance with manufacturer's printed specifications before work is begun.

3.02 SURFACE PREPARATION

A. Surface preparation shall be in accordance with manufacturer's printed specifications.

B. Remove defective concrete, laitance, dirt, oil, grease and other foreign material from concrete surfaces by bush-hammering, chipping, or other similar means, until a sound, clean concrete surface is achieved.

C. Lightly roughen the concrete, but not enough to interfere with the proper placement of grout. Cover concrete areas with waterproof membrane until ready to grout. Immediately before grouting remove waterproof membranes and clean any contaminated surfaces.

D. Remove foreign materials from metal surfaces in contact with grout. Align, level and maintain final positioning of all components to be grouted.

E. Saturate concrete surfaces with clean water; remove excess water and leave none standing.

3.03 PLACING

A. Placing shall be in accordance with manufacturer's printed specifications.

B. Place non-shrink grouting material quickly and continuously by the most practical means permissible; pouring, pumping or under gravity pressure.

C. Do not use either pneumatic-pressure or dry packing methods without written permission of the ENGINEER.

D. Apply grout from one side only to avoid entrapping air.

E. Final installation shall be thoroughly compacted and free from air pockets.

F. Do not vibrate the placed grout mixture or allow it to be placed if the area is being vibrated by nearby equipment.

G. Do not remove leveling shims for at least 48 hours after grout has been placed. After shims have been removed, fill voids with plain cement-sand grout.

H. After non-shrink grout has reached initial set, rake out exposed edges approximately 1-inch into the grouted area and paint with Portland cement mortar.

3.04 CURING

A. Cure grout for 3-days after placing by keeping wet and covering with curing paper or by another approved method.

END OF SECTION

DIVISION 15
MECHANICAL

SECTION 15000 – MECHANICAL – GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. All equipment furnished and installed under this Contract shall conform to the general stipulations set forth in this Section except as otherwise specified in other Sections.
2. CONTRACTOR shall coordinate all details of equipment with other related parts of the Work, including verification that all structures, piping, wiring, and equipment components are compatible. CONTRACTOR shall be responsible for all structural and other alterations in the Work required to accommodate equipment differing in dimensions or other characteristics from that contemplated in the Contract Drawings or Specifications.

B. Related Work Described Elsewhere: Other sections directly referenced in this section include the following:

1. General Requirements: Division 1.
2. Concrete: Division 3 (if applicable).
3. Painting: Division 9 (if applicable).

C. Contract Drawings and Specifications: The Contract Drawings and Specifications shall be considered as complementary, one to the other, so that materials and work indicated, called for, or implied by the one and not by the other shall be supplied and installed as though specifically called for by both. The Contract Drawings are to be considered diagrammatic, not necessarily showing in detail or to scale all of the equipment or minor items. In the event of discrepancies between the Contract Drawings and Specifications, or between either of these and any regulations or ordinances governing work of these specifications, the bidder shall notify the Owner/Engineer in ample time to permit revisions.

1.02 QUALITY ASSURANCE

A. Materials and Equipment: Unless otherwise specified, all materials and equipment furnished for permanent installation in the work shall conform to applicable standards and specifications and shall be new, unused, and undamaged when installed or otherwise incorporated in the work. No such material or equipment shall be used by the CONTRACTOR for any purpose other than that intended or specified, unless such use is specifically authorized in writing by the OWNER. No material shall be delivered to the work site workout prior acceptance of drawings and data by the Owner/Engineer.

B. Equivalent Materials and Equipment:

1. Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' products will be accepted provided sufficient information is submitted to allow the Owner/Engineer to determine that the products proposed are equivalent to those named. Such items shall be submitted for review in accordance with the General Conditions.

2. Requests for review of equivalency will not be accepted from anyone except the CONTRACTOR and such requests will not be considered until after the Contract has been awarded.

C. Governing Standards: Equipment and appurtenances shall be designed in conformity with ANSI, ASME, ASTM, IEEE, NEMA, OSHA, AGMA, and other generally accepted applicable standards. They shall be of rugged construction and of sufficient strength to withstand all stresses which may occur during fabrication, testing, transportation, installation, and all conditions or operations. All bearings and moving parts shall be adequately protected against wear by bushings or other acceptable means. Provisions shall be made for adequate lubrication with readily accessible means.

D. Tolerances: Machinery parts shall conform to the dimensions indicated on the drawings within allowable tolerances. Protruding members such as joints, corners, and gear covers shall be finished in appearance. All exposed welds shall be ground smooth and the corners of structural shapes shall be rounded or chamfered.

E. Clearances: Ample clearances shall be provided for inspection and adjustment. All equipment shall fit the allotted space and shall leave reasonable access room for servicing and repairs. Greater space and room required by substituted equipment shall be provided by the CONTRACTOR and at his expense.

F. Testing:

1. When the equipment is specified to be factory tested, the results of the tests shall be submitted to the Owner/Engineer and approval of the test results shall be obtained before shipment of the equipment.
2. When an item of equipment, including controls and instrumentation, has been completely erected, the CONTRACTOR shall notify the Owner/Engineer, who will designate a time to make such tests as required, and operate the item to the satisfaction of the Construction Inspector. All testing shall be done in the presence of the Construction Inspector. "Completely erected" shall mean that the installation is erected, all necessary adjustments have been made, all required utility connections have been made, required lubricants and hydraulic fluid have been added and the unit has been cleaned and painted.

G. Pressure Test:

1. After installation, all piping shall be pressure tested. Piping shall be tested in accordance with Section 02661: Pressure Testing of Piping.
2. All tests shall be made in the presence of and to the satisfaction of the Construction Inspector and also, to the satisfaction of any local or state inspector having jurisdiction.

    a. Provide not less than three days notice to the Construction Inspector and the authority having jurisdiction when it is proposed to make the tests.

    b. Any piping or equipment that has been left unprotected and subject to mechanical or other injury in the opinion of the Construction Inspector shall be retested in part or in whole as directed by the Construction Inspector.

    c. The piping systems may be tested in sections as the work progresses but no joint or portion of the system shall be left untested.

3. All elements within the system that may be damaged by the testing operation shall be removed or otherwise protected during the operation.
4. All defects and leaks observed during the tests shall be corrected and made tight in an approved manner and the tests repeated until the system is proven tight.
5. Repair all damage done to existing or adjacent work or materials due to or on account of the tests.
6. Provide test pumps, gauges, or other instruments and equipment required for the performance of all tests. Provide all temporary bracing, test plugs, additional restraint, and thrust blocking which may be required for test pressures above normal working pressures.
7. All tests shall be maintained for as long a time as required to detect all defects and leaks but not less than the duration specified for each type of pipe or piping system in this Division.

H. Failure of Test:

1. Defects: Any defects in the equipment, or deviations from the guarantees or requirements of the Specifications, shall be promptly corrected by the CONTRACTOR by replacements or otherwise. The decision of the Owner/Engineer as to whether or not the CONTRACTOR has fulfilled his obligations under the Contract shall be final and conclusive. If the CONTRACTOR fails to correct any defects or deviations, or if the replaced equipment when tested shall fail again to meet the guarantees or specified requirements, the OWNER, notwithstanding his having made partial payment for work and materials which have entered into the manufacturer for such equipment, may reject that equipment and order the CONTRACTOR to remove it from the premises at the CONTRACTOR'S expense.
2. Rejection of Equipment: In case the OWNER rejects a particular item of equipment, then the CONTRACTOR hereby agrees to repay to the OWNER all sums of money paid to him to deliver to the CONTRACTOR a bill of sale of all his rights, title, and interest in and to the rejected equipment provided, however that the equipment shall not be removed from the premises until the OWNER obtains from other sources other equipment to take the place of that rejected. The bill of sale shall not abrogate the OWNER'S right to recover damages for delays, losses or other conditions arising out of the basic Contract. The OWNER hereby agrees to obtain the alternate equipment within a reasonable time and the CONTRACTOR agrees that the OWNER may use the original equipment furnished by him without rental or other charge until the other equipment is obtained.

I. Responsibility During Tests: The CONTRACTOR shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the OWNER formally takes over the operation thereof.

J. Acceptance of Materials:

1. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the CONTRACTOR shall be subject to the inspection and acceptance of the OWNER. No material shall be delivered to the work without prior submittal approval of the Owner/Engineer.
2. The CONTRACTOR shall submit to the Owner/Engineer data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Owner/Engineer to identify the particular product and to form an opinion as to its conformity to the Specifications.

3. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the CONTRACTOR. If the Owner/Engineer requires, either prior to beginning or during the progress of the work, the CONTRACTOR shall submit samples of materials for such special test as may be necessary to demonstrate that they conform to the Specification. Such sample shall be furnished, stored, packed, and shipped as directed at the CONTRACTOR'S expense. Except as otherwise noted, the OWNER will make arrangements for and pay for tests.
4. The CONTRACTOR shall submit data and samples sufficiently early to permit consideration and acceptance before materials are necessary for incorporation in the work.

K. Safety Requirements:

1. In addition to the components shown and specified, all machinery and equipment shall be safeguarded in accordance with the safety features required by the current codes and regulations of ANSI, OSHA, and local industrial codes.
2. The CONTRACTOR shall provide for each V-belt drive or rotating shaft a protective guard which shall be securely bolted to the floor or apparatus. The guard shall completely enclose drives and pulleys and be constructed to comply with all safety requirements.
3. For double inlet fans, the belt guard shall be arranged so as not to restrict the air flow into the fan inlet. Guards shall not interfere with lubrication of equipment.

1.03 SUBMITTALS (See Section 01310: Administrative Requirements)

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Packaging: All equipment shall be suitably packaged to facilitate handling and protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept thoroughly dry at all times.

B. Protection: All machined surfaces and shafting shall be cleaned and protected from corrosion by the proper type and amount of coating necessary to assure protection during shipment and prior to installation. Painted surfaces shall be protected against impact, abrasion, discoloration, and other damage as specified in Sections 09900: Painting and Special Coatings and 09905: Piping and Equipment Identification System (if applicable). All painted surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of Owner/Engineer.

C. Lubrication: Grease and lubricating oil shall be applied to all bearings and similar items as necessary to prevent damage during shipment and storage.

D. Marking: Each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

E. Fabricated sub-assemblies, if any, shall be shipped in convenient sections as permitted by carrier regulations and shall be properly match-marked for ease of field erection.

F. Responsibility:

1. The CONTRACTOR shall be responsible for all material, equipment, and supplies sold and delivered to the site under this Contract until final inspection of the work and acceptance thereof by the OWNER. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, the CONTRACTOR shall replace same without additional cost to the OWNER.
2. Should the CONTRACTOR fail to take proper action on storage and handling of equipment supplied under this Contract within seven days after written notice to do so has been given, the OWNER retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the CONTRACTOR'S Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering, and any other costs associated with making the necessary corrections.

G. Delivery: The CONTRACTOR shall arrange deliveries of products in accordance with construction schedules and coordinate to avoid conflict with work and condition at the site.

1. The CONTRACTOR shall deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
2. Immediately on delivery, the CONTRACTOR shall inspect shipments to assure compliance with requirements of Contract Documents and accepted submittals, and that products are properly protected and undamaged.
3. Under no circumstances shall the CONTRACTOR deliver equipment to the site more than one month prior to installation without written authorization from the Construction Inspector. Operation and maintenance data shall be submitted to the Owner/Engineer for review prior to shipment of equipment.

H. Storage and Protection of Products:

1. The CONTRACTOR shall furnish a covered, weather-protected storage structure providing a clean, dry noncorrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be in strict accordance with the "Instructions for Storage" of each equipment supplier and manufacturer including connection of space heaters, and placing of storage lubricants in equipment. Corroded, damaged, or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.

    a. The CONTRACTOR shall store products subject to damage by the elements in weathertight enclosures.

    b. The CONTRACTOR shall maintain temperature and humidity within the ranges required by manufacturer's instructions.

    c. The CONTRACTOR shall store fabricated products above the ground, on blocking or skids, to prevent soiling or staining. The CONTRACTOR shall cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.

    d. The CONTRACTOR shall store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

2. All materials and equipment to be incorporated in the work shall be handled and stored by the CONTRACTOR before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft, or damage of any kind whatsoever to the material or equipment.
3. Cement, sand, lime shall be stored under a roof and off the ground, and shall be kept completely dry at all times. All structural and miscellaneous steel and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt, or grease, and in a position to prevent accumulations of standing water, staining, chipping, or cracking. Brick, block, and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking, and spalling to a minimum.
4. All materials which, in the opinion of the Construction Inspector, have become damaged and are unfit for the use intended or specified, shall be promptly removed from the site of the work, and the CONTRACTOR shall receive no compensation for the damaged material or its removal.
5. The CONTRACTOR shall arrange storage in a manner to provide easy access for inspection. The CONTRACTOR shall make periodic inspections of stored products to assure products are maintained under specified conditions, and free from damage or deterioration.
6. Protection After Installation: The CONTRACTOR shall provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. The CONTRACTOR shall remove covering when no longer needed.

1.05 WARRANTY AND GUARANTEES

A. The manufacturer's written warranty shall be submitted for all major pieces of equipment, as specified in Section 01740: Warranties. The manufacturer's warranty period shall be concurrent with the CONTRACTOR'S correction period for one year after the time of completion and acceptance.

PART 2 – PRODUCTS

2.01 FABRICATION AND MANUFACTURE

A. Workmanship and Materials:

1. CONTRACTOR shall guarantee all equipment against faulty or inadequate design, improper assembly or erection, defective workmanship or materials, and leakage, breakage or other failure. Materials shall be suitable for service conditions.
2. All equipment shall be designed, fabricated, and assembled in accordance with recognized and acceptable engineering and shop practice. Individual parts shall be manufactured to standard sizes and gages so that repair parts, furnished at any time, can be installed in the field. Like parts of duplicate units shall be interchangeable. Equipment shall not have been in service at any time prior to delivery, except as required by tests.

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

SECTION 15100 - VALVES AND SPECIALTIES - GENERAL

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Furnish, install, support, and test valves, gates, cocks, stops, and faucets, when applicable, (hereinafter referred to as ("valves") in the location(s) and of the size(s) and quantities shown on the Drawings and/or as directed by the Owner/Engineer.

B. Related Work Described Elsewhere:

1. Mechanical - General Requirements: Section 15000
2. Gate Valves and Appurtenances: Section 15101
3. Plug Valves and Appurtenances: Section 15102
4. Air Release and Vacuum Relief Valves: Section 15122

1.02 QUALITY ASSURANCE

A. Qualifications:

1. All equipment furnished under this Specification shall be new and unused and shall be a standard product which has a successful record of reliable service in similar installations for a minimum of five (5) years.
2. All valves of same type and duty shall be furnished by a single manufacturer.

B. Standards:

1. ANSI
2. AISI
3. SSPC
4. AWWA

1.03 SUBMITTALS

A. Materials and Shop Drawings: Copies of all materials required to establish compliance with the Specification shall be submitted in accordance with the provisions of Section 01310: Administrative Requirements. Submittals shall include at least the following:

1. Certified shop drawings showing all important details of construction, dimensions (including laying length), and weight.
2. Descriptive literature, bulletins, and/or catalogs showing all valve parts, and describing material of construction by material and specification (e.g., AISI).
3. Valve coatings and linings, if any.
4. A complete total bill of materials for all equipment.
5. See individual sections for additional requirements.

B. Operating Instructions: Copies of operating and maintenance instructions shall be furnished in accordance with Section 01730: Operation and Maintenance Data. These shall include equipment lists, descriptions, and information necessary to instruct operating and maintenance personnel unfamiliar with the valves.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Shipping:

1. All parts shall be properly protected so that no damage or deterioration will occur during a prolonged delay from the time of shipment until installation is completed.
2. Factory assembled parts and components shall be dismantled for shipment unless permission is received in writing from the Owner/Engineer.
3. Finished surfaces of all exposed openings shall be protected by wooden blanks, strongly built and securely bolted thereto.
4. Finished iron or steel surfaces not painted shall be properly protected to prevent rust and corrosion.
5. After hydrostatic or other tests, all entrapped water shall be drained prior to shipment, and proper care shall be taken to protect parts from the entrance of water during shipment, storage and handling.
6. Each box or package shall be properly marked to show its net weight in addition to its contents.

B. Storage:

1. Store valves and accessories in an area on the construction site protected from weather, moisture, or possible damage.
2. Do not store valves or accessories directly on the ground.

C. Handling:

1. Handle valves and accessories to prevent damage of any nature.
2. Carefully inspect all materials for:

a. Defects in workmanship and materials.

b. Removal of debris and foreign material in valve openings and seats.

c. Proper functioning of all operating mechanisms.

d. Tightness of all nuts and bolts.

1.05 WARRANTY AND GUARANTEES (See Section 01740: Warranties).

PART 2 – PRODUCTS

2.01 MATERIALS

A. Materials shall be as indicated in specific sections, or on the Drawings, and compatible with intended use.

B. Valves shall have the name of the manufacturer and the size of the valve cast or molded onto the valve body or bonnet or shown on a permanently stainless steel attached plate.

C. Bolts, washers, nuts, and gaskets for flanged valves shall be as described in the specific piping sections.

D. Coat metal valves located above grade or in vaults and structures the same as the adjacent piping. Apply the specified prime coat at the place of manufacture. Apply finish coat in field. Finish coat shall match color of the adjacent piping.

PART 3 – EXECUTION

3.01 PREPARATION

A. Apply a shop coat finish of asphalt varnish to:

1. Interior surfaces of all valves except corrosion resistant or specially coated valves as specified.
2. Exterior surfaces of buried or submerged valves.
3. Miscellaneous piping appurtenances.

B. Apply coats of paint primer and enamel to parts customarily finished at the shop.

C. Apply a shop coat of grease or other suitable rust resistant coating to ferrous surfaces obviously not to be painted.

D. Do not apply any coatings to valves that have a factory-applied epoxy coating inside and out.

3.02 INSTALLATION

A. Install valves and accessories in strict accordance with manufacturer's instruction and recommendations, as shown on the Drawings and/or as directed by the Owner/Engineer.

B. Carefully erect all valves and support them in their respective positions free from distortion and strain.

C. Bolt holes of flanged valves shall straddle the horizontal and vertical centerlines of the pipe run to which the valves are attached. Clean flanges by wire brushing before installing flanged valves. Clean flange bolts and nuts by wire brushing, lubricate threads with oil and graphite, and tighten nuts uniformly and progressively. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.

D. Support all valves connected to pumps and equipment, and in piping systems that cannot support valves.

E. Repair any scratches, marks and other types of surface damage etc., with original coating as supplied by the factory.

3.03 INSPECTION AND TESTING

A. Check and adjust all valves and accessories for smooth operation.

B. Test valves for leakage at the same time that connecting pipelines are tested. See Section 02661: Pressure Testing of Piping, for pressure testing requirements. Protect or isolate any parts of valves, operators, or control and instrument systems whose pressure rating is less than the pressure tests.

C. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reseat or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints.

END OF SECTION

SECTION 15101 - GATE VALVES AND APPURTENANCES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: The CONTRACTOR shall furnish and install all gate valves and appurtenances as shown on the Drawings and specified herein.

1.02 GENERAL REQUIREMENTS

A. The CONTRACTOR'S attention is directed to the requirements of Section 15000 in regard to the general requirements for all equipment furnished and installed under this section of the specifications.

B. The valves shall be furnished with end connections as shown on the Drawings. Flanged valves shall be faced and drilled to the ANSI B16.1-latest, Class 125 Standard. Mechanical joint and bell ends shall conform to ANSI A21.11 latest Standard. Threaded ends shall conform to ANSI B2.1-latest NPT Standard.

C. All exposed nuts, bolts, springs, washers, etc., shall be 316 SS on above ground service and 316 SS on buried or submerged service.

D. When extension stems are required, substantial, adjustable wall brackets and extension stems shall be furnished and located as directed. Extension stems shall be provided on all buried valves when the operating nut is deeper than 4 feet below the final grade.

PART 2 – PRODUCTS

2.01 GATE VALVES

A. Gate valves 2 to 48 inches in diameter shall be designed for 250 psi maximum working pressure. When full open, gate valves shall have a clear waterway equal to the nominal diameter of the pipe. Valves, 2-inch to 48-inch shall be iron body, resilient-wedge gate valves with non-rising stems. All valves shall open by turning in a counter-clockwise direction. Valves shall have O-ring seals. Valves 2-inch to 48-inch shall conform to ANSI/AWWA C515. The operating nut or wheel shall have an arrow cast in the metal indicating the direction of opening. Each valve shall have the manufacturer's name, pressure rating, and year of manufacture cast on the body. Prior to shipment from the factory, each valve shall be tested by applying to it a hydraulic pressure equal to twice the specified working pressure.

B. Gate valves smaller than 2 inches, unless otherwise noted on the Drawings, shall be all bronze/brass construction and shall conform to Federal Specification WW-V-54.

C. All gate valves smaller than 2 inches shall be handwheel operated and if installed below ground shall have an adjustable valve box with cover. Minimum weight of valves shall be as follows:

VALVE SIZE IN INCHES	VALVE WEIGHT IN POUNDS
1/2	1.0
3/4	1.3
1	2.5
1-1/4	3.8
1-1/2	5.2

D. Buried Valves: Gate valves larger than 2" in size shall be mechanical joint and equipped with a two-inch operating nut and adjustable valve box and cover.

E. Above Grade Valves: Gate valves located above grade or inside structures shall be handwheel operated, non-rising stem type with flanged ends.

F. Valve Joints: All gate valves shall have either mechanical joint ends, flanged ends, or screw joints to fit the pipe run in which they are to be used, except valves installed on slip joint pipe shall have mechanical joint ends, unless otherwise specified.

G. Manufacturers shall be limited to the following:

1. Mueller Models A-2360, A-2361.
2. M&H Model 4067, 7000.
3. Kennedy KS-FW, KS-RW, R/W.
4. American Flow Control Series 2500

2.02 ACCESSORIES

A. Valve Boxes

1. General: The CONTRACTOR shall furnish, assemble and place a valve box for each buried valve.
2. Valve Boxes: Adjustable screw type valve boxes of suitable length shall be used, having cast iron base, 5-1/4" shaft, center section and top section with cover. Cover shall be marked "Water" or "Sewer" as appropriate. The top section shall be adjustable for elevation and shall be set to allow equal movement above and below finished grade. The base shall be centered over the valve and shall be approximately on line with nut at top of valve stem and the entire assembly shall be plumb. The castings shall be manufactured of clean, even grain, gray cast iron conforming to ASTM Designation A48, Class 20B, Gray Iron Castings. The casting shall be smooth, true to pattern, free from blow holes, sand holes, projections, or other harmful defects. The valve boxes shall be coated with a single thin coat of coal tar pitch varnish before machining, so that machined seating surfaces will be free of any coating. The seating surfaces of both the cover and the jacket shall be machined to fit so that the cover will not rock after it has been seated in any position in its associated jacket.
3. The CONTRACTOR shall mount the valve box in a concrete collar with bronze disc giving the nomenclature of the valve. Refer to detail Drawings.

B. Valve Coatings: All interior and exterior surfaces of valves for buried service shall have a factory-applied epoxy coating. The exterior of all above ground valves shall be shop painted with two coats of a primer compatible with the finish paint schedule.

PART 3 – EXECUTION

3.01 CLEANING AND FLUSHING

A. All gate valves shall be thoroughly cleaned of all dirt, dust, oil, grease, and other foreign matter. This work shall be done with care to avoid damage to any inside coating.

B. All gate valves shall be thoroughly flushed with clean water to clear the lines of foreign matter.

C. After cleaning, gate valves shall be tested for pressure and leakage.

3.02 FIELD TESTING

A. All gate valves shall be tested in accordance with the requirements of AWWA Standard C-515 and C-600.

END OF SECTION

SECTION 15122 - AIR RELEASE AND VACUUM RELIEF VALVES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: This work under this Section includes materials and installation of air and vacuum valves, air release valves, combination air release valves, slow-closing air and vacuum valves, and slow-closing combination air release valves for wastewater service.

B. Related Work Described Elsewhere:

1. Section 02661: Pressure Testing of Piping
2. Section 15000: Mechanical - General Requirements

1.02 QUALITY ASSURANCE

A. Qualifications:

1. The specified equipment shall be the standard product of manufacturers who regularly engage in the production of this type of equipment and who are fully experienced, reputable, and qualified in the manufacture of the equipment to be furnished. The equipment shall be designed, constructed, delivered, and installed in accordance with the best practices and methods.

2. Each component and ancillary equipment item furnished under this specification shall be new and unused, and the product of manufacturer having a successful record of operation, manufacturing and servicing the equipment for a minimum of five years.

B. All air and vacuum release valves shall be manufactured by one (1) manufacturer.

C. Acceptable Manufacturers:

1. Val-Matic
2. APCO
3. A.R.I.

1.03 SUBMITTALS

A. Materials and Shop Drawings: Copies of all materials required to establish compliance with the Specification shall be submitted in accordance with Section 01310: Administrative Requirements.

PART 2 – PRODUCTS

2.01 COMPONENTS

A. Clean Water Service:

1. Air Release Valves:

a. 3/4 inch and smaller:

(1) Simple-lever type.

(2) Cast iron body ASTM A-48, Class 35, 316 stainless steel trim, viton orifice button.
(3) Valves shall have a working pressure rating of at least 150 psi.
(4) Val-Matic No. 22, 25; APCO Model 55, 65 or equal.

b. 1 inch or larger:

(1) Valves to have heavy duty compound lever operating mechanism with stainless steel pivot pins and 316 stainless steel retaining rings.
(2) Valves to be constructed of cast iron ASTM A-48, Class 35 with 316 stainless steel trim and float.
(3) Valves to have an adjustable orifice button, constructed of 316 stainless steel with viton or Buna-N seating.
(4) 1/2 inch threaded outlet and stainless steel plug for top cover and body drain.
(5) Valves shall have a working pressure rating of at least 300 psi.
(6) Val-Matic No. 38, 45; APCO Model 200; ARI D-040-C with one-way valve (for use on pipe exposed to atmosphere), ARI D-040 with one-way valve (for use on pipe in valve vaults).

B. Wastewater Service

1. Air Release Valves:

a. 2-inch to 4-inch

(1) Spring loaded joint between the stem and the upper float. Funnel-shaped lower body.

(2) All inner metal parts made of stainless steel.

(3) Available in either flange or threaded inlets.

(4) Valve shall be constructed of rilsan with enamel coating.

(5) Valve shall have a working pressure range to 360 psi.

(6) A.R.I. S-020 with one-way valve on force main systems.

C. Valve End Connections:

1. Valves smaller than 3 inches shall have threaded ends. Valves 3 inches or larger shall have flanged ends.
2. Flanges for Class 150 valves shall comply with ANSI B-16.1, Class 125.
3. Flanges for Class 300 valves shall comply with ANSI B-16.1, Class 250.
4. Threaded ends shall comply with ANSI B-2.1.

D. Bolts and Nuts for Flanged Valves:

1. Bolts and nuts for flanged valves located outdoors above ground shall be Type 316 stainless steel conforming to ASTM A-183, Grade B&M for bolts, and ASTM A-194, Grade 8M for nuts.

E. Gaskets: Gaskets for flanged end valves shall be described in the detail piping specifications.

2.02 ACCESSORIES

A. All air release and vacuum release valves shall be isolated from the service line with a stainless steel ball valve for valves up to 2 inches, and a flanged body butterfly valve for valves greater than 2 inches (provide a spacer plate if required to clear the rotation of the butterfly disc).

PART 3 – EXECUTION

3.01 INSTALLATION

A. Install valves in accordance with manufacturer's instructions and recommendations and as shown in the Drawings.

B. Install all valves in the vertical position and allow sufficient clearance around valve for proper maintenance and removal.

C. Clean flanges by wire brushing before installing flanged valves. Clean flange bolts and nuts by wire brushing, lubricate threads with oil and graphite, and tighten nuts uniformly and progressively. If flanges leak under pressure testing, loosen and remove the nuts and bolts, reseat or replace the gasket, reinstall or re-tighten the bolts and nuts, and retest the joints. Joints shall be watertight.

D. Clean threaded joints by wire brushing and swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.

E. Valve Pressure Testing: Test valves at the same time that the connecting pipelines are pressure tested. Refer to Section 02661: Pressure Testing of Piping for pressure testing requirements. Protect or isolate any parts of valves, operators, or control and instrumentation systems whose pressure rating is less than the test pressure.

3.02 STARTUP

A. Check all air release valves for proper operation in the presence of the Owner/Engineer.

END OF SECTION

SECTION 15130 – PRESSURE GAUGES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: This section includes materials and installation of pressure gauges and accessories.

B. Related Work Described Elsewhere:

1. Section 15000: Mechanical - General Requirements

C. General Design: Gauges and tools shall be as manufactured by Ashcroft, Crosby, Marshalltown, Marsh, or equal.

1.02 SUBMITTALS

A. Materials and Shop Drawings:

1. Submit Shop Drawings in accordance with Section 01310: Administrative Requirements.
2. Submit manufacturer's catalog data and descriptive literature. Call out materials of construction by ASTM reference and grade. Submit manufacturer's certificate of compliance with the referenced ANSI standards.

PART 2 – PRODUCTS

2.01 GENERAL

A. Gauge Design: Gauges shall comply with ANSI B40.1, Grade 2A. Gauges shall incorporate the following features.

1. Solid or open front with side or rear blowout relief.
2. Pressure tight.
3. 270 degree arc with adjustable pointer.
4. Stem mounted.
5. Liquid filled unless specified otherwise.
6. Size of gauge shall be a minimum of 4 inches for all process liquid and 6 inches for process air unless otherwise indicated on the Drawings.
7. Stem or connection size shall be ¼-inch.
8. For potable water, provide a gauge having a pressure range determined by the greater of the following two criteria:

   a. Two times the normal operating pressure; and

   b. One and one-third times the test pressure. (Test pressure is defined as the pressure shown in Section 02661: Pressure Testing of Piping).

9. For sewage force mains, provide a gauge having a pressure range determined by the greater of the following two criteria:

   a. Two times the normal operating pressure; and

   b. Two-thirds the test pressure. (Test pressure is defined as the pressure shown in Section 02661: Pressure Testing of Piping).

2.02 MATERIALS

A. Materials of construction shall be as shown in the following table:

1.	Case	Stainless steel	AISI 316
2.	Bourdon tube	Stainless steel	AISI 316
3.	Windows	Glass	--------
4.	Ring	Stainless steel	AISI 316
5.	Stem	Stainless steel	AISI 316
6.	Dial face	Aluminum with clear baked-on acrylic coating	6061-T6, ASTM B 209

2.03 ACCESSORIES

A. Pipe Nipples and Fittings: Nipples for connecting gauges to piping shall be Schedule 80S, Grade TP 316 seamless stainless steel, conforming to ASTM A 312. Fittings shall conform to ASTM A 403, Class WP316. Threads shall conform to ANSI B2.1. Size of pipe nipple shall be as shown on the Drawings.

B. Tools for Gauges: Provide one gauge tool kit, containing a hand jack set, screwdriver, five reamers (minimum), two pin vise holders, wiggler, tweezer, and carrying case.

C. Gauge Protectors (For use in process piping containing liquids having a solids concentration greater than 0.50 percent or on raw sewage lines).

1. Gauge protectors shall consist of an interchangeable top housing and diaphragm capsule.
2. A fill / bleed connection shall be provided, which permits filling the seal and instrument simultaneously after evacuation.
3. An O-ring, compatible with all standard fill liquids and a Teflon back-up ring shall provide a seal between the diaphragm capsule and the top housing.
4. The diaphragm shall be Teflon coated, thus assuring a leak-tight connection between the diaphragm and bottom housing.
5. Protector shall be Ashcroft Type 100 or approved equivalent.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Install gauges before conducting pressure tests. Ream, clean, and remove burrs from threaded piping before making up joints. Apply thread lubricant to threaded ends before assembling.

3.02 INSPECTION AND TESTING

A. Compare pressure readings of permanent gauges with hydrostatic test gauge.

END OF SECTION

DIVISION 16

ELECTRICAL

SECTION 16635 – PULL BOXES, SPLICE BOXES, JUNCTION BOXES AND FIBER OPTICE SPLICE VAULTS

635-1 Description.

Furnish and install pull boxes, splice boxes, junction boxes, and fiber optic splice vaults as shown in the Plans.

635-2 Materials.

635-2.1 Pull Boxes, Splice Boxes, and Fiber Optic Splice Vaults:
635-2.2.1 General: Ensure the bodies and covers of these products are free of flaws such as cracks, sharp, broken, or uneven edges, and voids.
635-2.2.2 Marking: Mark boxes in accordance with the Standard Details.
635-2.2 Junction Boxes:
635-2.2.1 Fabrication: Provide aluminum or NEMA 4X non- metallic junction boxes. Ensure all attachment hardware is Type 316 or 304, passivated stainless steel.

Ensure the outside surface has a smooth, uniform finish. Ensure boxes are free of burrs, pits, sharp corners and dents. Ensure all welds are neatly formed and free of cracks, blow holes, and other irregularities.

635-2.3.1.1 Embedded Junction Boxes: Provide weatherproof embedded junction boxes for use in concrete structures or traffic railings. Include gasketed weatherproof covers made of the same material as the box and stainless steel, tamper resistant screws for securing the cover.

For embedded junction boxes not exposed to vehicular impacts, provide the following types of junction boxes. Where the structure's environmental classification is slightly or moderately aggressive, provide a NEMA 4X (non-metallic) box, as approved by the Engineer. Where the structure's environmental classification is extremely aggressive, provide a NEMA 4X (non-metallic) box, unless otherwise directed by the Engineer. For embedded junction boxes exposed to vehicular impacts, provide a traffic rated NEMA 4X (non-metallic) box.

635-3.1 General: Do not install power and communication cables in the same box unless otherwise shown in the Plans. When signal or 120-volt (or greater) power is present, ground all metal covers in accordance with Section 620 of FDOT Specifications. Ensure metal junction boxes are grounded and bonded in accordance with the NEC Section 314.4.

Covers must be flush mounted with the concrete apron or sidewalk. Do not install within roadways, driveways, parking areas, public sidewalk curb ramps, or in low-lying locations with poor drainage. Do not subject the cable to a bend radius less than 14 times the diameter of the cable.

635-3.1.1 Placement and Spacing: Place fiber optic splice boxes as shown in the Plans. Place splice boxes as shown in the Plans and at the following locations:

1. At each end of the Horizontal Directional Drill on each side of the river crossing.

635-3.2 Fiber Optic Splice Boxes: Install splice boxes in accordance with Detail Drawings.

635-4 Warranty.

Ensure all pull, splice, and junction boxes have a manufacturer's warranty covering defects for a minimum of one year from the date of final acceptance in accordance with the General Conditions. Ensure the warranty includes providing replacements, within 30 calendar days of notification, for defective parts and equipment during the warranty period at no cost to the OWNER or the maintaining agency.

END OF SECTION

633-1 Description.

Furnish and install underground fiber optic communication cable as shown in the Plans and Standard Details. Fiber Optic Cable shall be furnished in one continuous length with no intermediate terminations.

633-2 Materials.

633-2.1 Fiber Optic Cable and Connections.

633-2.1.1 Single Mode Fiber Optic Cable: Provide all-dielectric, dry-filled, loose-tube, dispersion-unshifted, single-mode fiber (SMF) with low water peak, gel free, and suitable for underground (i.e., in conduit) installation. All fiber optic cable shall be splice-compatible with the Department's existing dispersion-unshifted SMF and require no electronic equipment for dispersion compensation between new and existing fiber. Ensure that all components that comprise a single length of cable are continuous and of the same material. Furnish only commercial off-the-shelf materials, equipment, and components.

633-2.1.1.1 Optical Fiber: Ensure that the optical fibers used in the cable meet or exceed the Telecommunications Industry Association (TIA) TIA-492-CAAB specification, U.S. Department of Agriculture Rural Utilities Service (RUS) 7 CFR 1755.902, and International Telecommunication Union ITU-T G.652.D requirements. Use only optical fibers meeting the additional requirements as follows:

Table 633-1
Geometry
Core-to-Cladding Concentricity: ≤0.5 μm
Cladding Noncircularity: ≤0.7%
Mode Field Diameter: 1,550 nm; 10.4 μm, ±0.5 μm
Optical
Cabled Fiber Attenuation: 1,310 nm, ≤0.35 dB/km; 1,550 nm, ≤0.25 dB/km
Dispersion: 1,550 nm ≤18.0 ps/(nm·km)
Polarization Mode Dispersion Link Design Value (PMDQ): $\leq 0.04 \frac{ps}{\sqrt{km}}$

Ensure that all fiber in the buffer tube is usable fiber that complies with attenuation requirements. Ensure that fibers do not adhere to each other. Ensure that the fiber is free of surface imperfections and inclusions. Ensure that all fiber optic core glass is from the same manufacturer.

633-2.1.1.2 Buffer Tubes: Ensure that the fiber optic cable includes loose buffer tubes that isolate internal optical fibers from outside forces and provide protection from physical damage as well as water ingress and migration. Ensure that buffer tubes provide freedom of movement for internal optical fibers. Ensure buffer tubes allow for expansion and contraction of the cable without damage to internal optical fiber. Ensure that fiber does not adhere to the inside of the tube. Ensure that buffer tubes permit intentional scoring and breakout without damage to the fiber.

Ensure that each fiber optic cable buffer tube contains 12 fibers per tube unless otherwise shown in the Plans.

633-2.1.1.3 Color Code: Ensure that the marking and color-coding of the fibers and buffer tubes conforms to the TIA-598-D standard.

Ensure that colors are permanent and stable during temperature cycling, and not subject to fading or smearing onto each other or into the water-blocking material. Ensure that fibers are colored with UV curable inks that remain clearly distinguishable as the intended color.

633-2.1.1.4 Strength Member: Ensure that the fiber optic cable contains a dielectric central and outside elements that prevent buckling of the cable and provide tensile strength. Ensure that the fiber optic cable can withstand a pulling tension of 600 lbs. without damage to any components of the fiber optic cable.

633-2.1.1.5 Water Blocking Compound: Ensure that the fiber optic cable contains a dry water-blocking material to prevent the ingress of water within the outer cable jacket. Ensure that water-blocking materials are non-nutritive, dielectric, and homogeneous, and free from dirt and foreign matter. Use dry water-blocking material for fiber optic cables used for either aerial or underground installations. Apply dry water-blocking compound longitudinally around the outside of the central buffer tubes. Construct all cables with water-blocking material that complies with the requirements of the EIA/TIA-455-81B standard and is subjected to water penetration tests as defined in the EIA/TIA-455-82B standard.

633-2.1.1.6 Ripcord: Ensure that the cable contains at least one ripcord under the sheath or alternate method that allows the removal of the sheath by hand or with pliers.

633-2.1.1.7 Filler: Fillers or rods may be included in the cable core to lend symmetry to the cable cross section if required.

633-2.1.1.8 Outer Jacket: Ensure that the fiber optic cable is jacketed with medium density polyethylene (MDPE) that is free of blisters, cracks, holes, and other deformities. Ensure that the nominal jacket thickness is a minimum of 0.03 inches. Ensure the outer jacket provides UV protection and does not promote the growth of fungus.

Mark the jacket with the cable manufacturer's name, fiber type, fiber count, date of manufacture, the words "FDOT FIBER OPTIC CABLE" unless otherwise shown in the Plans, and the sequential cable lengths marked in feet. Ensure that the actual length of the cable is within 1% of the length indicated by the marking. Provide legible marking with contrasting color to that of the cable jacket.

633-2.1.1.9 Performance Requirements:

633-2.1.1.9.1 Operating Temperature: Ensure that the shipping and the operating temperature range of fiber optic cable meets or exceeds minus 40º to 158º F. Ensure that the installation temperature range of fiber optic cable meets or exceeds minus 22º to 158ºF.

633-2.1.1.9.2 Bend radius: Ensure that the fiber optic cable is capable of withstanding a minimum unloaded bend radius of 10 times the cable diameter and a minimum loaded bend radius of 20 times the cable diameter when loaded to pulling tension of 600 pounds. Test the cable as required in the TIA -455-33B standard. Ensure that bending the fiber optic cable up to the minimum bend radius does not affect the optical characteristics of the fiber.

633-2.1.1.9.3 Cable Strength: Ensure that the fiber optic cable is capable of withstanding a pulling tension of 600 pounds during installation. Ensure that optical fiber is proof fiber is proof-tested by the fiber manufacturer at a minimum of 100 kilo pounds per square inch. Ensure that the cable will withstand 25 impact cycles and the change in attenuation does not exceed 0.2 decibel at 1,550 nanometers when tested according to the requirements as detailed in the TIA-455-25D standard. Ensure that the fiber optic cable can withstand a minimum compression load of 125 pounds per square inch when applied uniformly over the length of the sample at the rate of 0.15 inches to 0.8 inches per minute and maintained for 10 minutes as defined in the TIA/EIA-455-41A standard.

633-2.1.1.9.4 Water Penetration: Ensure that the fiber optic cable is capable of withstanding the tests for water penetration defined in the TIA/EIA-455-82B standard. Ensure that a one-meter length of cable is able to withstand a one-meter static head of water applied at one end for 24 hours without water leaking through the other open cable end.

633-2.1.2 Fiber Optic Connection Hardware: Ensure that all splice enclosures, organizers, cable end preparation tools, and procedures are compatible with the fiber optic cable, and are approved by the Engineer.

633-2.1.2.1 Splice Enclosures: Contain all optical fiber splices within a splice enclosure. Ensure that the enclosures provide storage for splices, fiber, and buffer tubes. Ensure that the splice enclosure restores the mechanical and environmental integrity of the fiber optic cable, encases the sheath opening in the cable, and organizes and stores optical fiber.

Ensure all hinges and latching devices are stainless steel. Ensure that the enclosure is airtight and prevents water intrusion. Ensure that the splice enclosure can accommodate pressurization and has the ability to be reentered without requiring specialized tools or equipment. Ensure that the enclosure provides fiber and splice organizers including splice trays and strain relief.

Ensure that splice enclosures are hermetically sealed to protect internal components from environmental hazards such as moisture, insects, and UV light. Fiber optic splice enclosures shall also:

Comply with the Telcordia Technologies' GR-771-CORE standard and all applicable NEC requirements.

Provide space for future expansion equal to 100% of the initial utilization.

Provide fiber optic cable penetration end caps to accommodate a minimum installation of two trunk fiber optic cables and two fiber optic drop cables. Ensure that the enclosure end caps are factory-drilled to the proper diameter to accept and seal the fiber optic cable entries. Ensure that the cable entry locations can accommodate an assortment of cables with outside diameters ranging from 0.45 inch to 0.75 inch, plus 10%, without jeopardizing the waterproof characteristics of the enclosure.

Ensure that splice enclosures are permanently labeled using machine printed, waterproof labels suitable for outside plant applications.

633-2.1.2.2 Splice Trays: Ensure that splice trays are securely attached and accessible and provide sufficient storage for the fiber cable. Ensure splice trays provide access to individual fibers without disrupting other fibers in the tray. Ensure that splice trays hold the buffer tubes rigidly in place and provide protection for fusion splices. Ensure that the raceway accommodates the minimum bend radius of the fiber. Ensure that splice trays allow visible inspection of the fiber. Ensure that splice trays include a cover with a locking mechanism to hold it in place.

633-2.1.3 Cable Terminations: Use Type LC connectors for all new network installations. Use Type ST, SC, or FC connectors only for connections to existing equipment or as specified in the Plans or by the Engineer. Use ultra physical contact (UPC) pre-terminated cable assemblies with factory-installed connectors for all new network installations. Use UPC field-installed connectors only for connections or temporary repairs to existing equipment as specified in the Plans or by the Engineer. Ensure that all connectors include a ceramic ferrule and provide a strain relief mechanism when installed on a single fiber cable that contains strength elements. Ensure that ST and FC connectors include a metallic body. Ensure that all connectors provide a minimum 11-pound pullout strength. Ensure that the optical fiber within the body of all connectors is mechanically isolated from cable tension, bending, and twisting.

Ensure that all connectors are compliant with the TIA/EIA-604 standards, as applicable, and are tested according to the Telcordia/Bellcore GR-326-CORE standard. When tested according to the TIA and EIA's Fiber Optic Test Procedure (FOTP)-171 (TIA/EIA-455- 171B) at the manufacturer, ensure that the connectors have an insertion loss, as reflected on the manufacturer data sheet, less than or equal to 0.30 decibel for pre-terminated cable assemblies with factory-installed connectors and a maximum loss of less than or equal to 0.50 decibel for field-installed temporary connectors. Test the connectors as detailed in FOTP-107 (TIA -455- 107A) to reflectance values of less than or equal to minus 45 decibels.

633-2.1.3.1 Pre-terminated Connector Assemblies (Pigtails): Ensure that pre-terminated cable assemblies consist of fiber optic cables with factory-installed connectors on one end of

the cable and an un-terminated optical fiber on the other. Ensure that the pre-terminated connector assemblies are installed with fusion splices. Ensure that all buffer tubes and fibers are protected once the attachment of pre-terminated connector assemblies is complete.

633-2.1.3.2 Buffer Tube Fan-out Kits: Ensure that a buffer tube fan-out kit is installed when fiber optic cables are terminated. Use a kit compatible with the fiber optic cable being terminated and that is color-coded to match the optical fiber color scheme. Ensure that the buffer tube fan-out kit supports 12 fiber strands. Ensure that output tubing and the fiber strands contained therein are of sufficient length for routing and attachment of fiber optic cable to connected electronics or as directed by the Engineer. Ensure that the kit and the connectors are supplied by the same manufacturer.

633-2.1.6 Handling:

633-2.1.6.1 Cable End Sealing: Ensure that fiber optic cable ends are capped or sealed to prevent the entry of moisture during shipping, handling, storage, and installation. Equip one end of the fiber optic cable with flexible pulling eyes.

633-2.1.6.2 Protective Wrap: Ensure that the fiber optic cable is shipped and stored with a protective wrap or other approved mechanical reel protection device over the outer turns of the fiber optic cable on each reel. Ensure that the wrap is weather resistant and protects the cable reel from environmental hazards. Ensure that the cable reel remains wrapped until cable is to be installed.

633-2.1.6.3 Packaging, Shipping and Receiving: Ensure that the packaging and delivery of fiber optic cable reels comply with the following minimum requirements:

1. Ensure cable is shipped on reels of marked continuous length.
2. Ensure each cable is shipped on a separate, strongly constructed reel designed to prevent damage to the cable during shipment and installation.
3. Ensure each reel has a minimum of 6 feet on each end of the cable available for testing.
4. Ensure that all fiber optic cables are continuous and free from damage.
5. Ensure no point discontinuities greater than 0.1 decibel per reel.
6. Submit the transmission loss test results as required by theTIA-455-78 standard, as well as results from factory tests performed prior to shipping.
7. Ensure that the manufacturer submits the date of manufacture; product and serial numbers; cable data, including the reel length; refraction index; the project name and location; type of fiber and quantity of strands used; technical product data sheets; and reel numbers.

633-2.1.7 Manufacturer Testing and Certification: Submit documentation of all factory tests performed by the manufacturer for all fiber optic cable, splicing material, cable terminations, and patch panels.

633-3 Installation Requirements.

633-3.1 Fiber Optic Cable Installation: Install all materials and equipment according to the latest version of the manufacturer's installation procedures. Ensure that all materials and installation practices are in accordance with the applicable OSHA requirements as found in 29 CFR Part 1926, Safety and Health Standards for Construction. In addition, perform the following:

1. Ensure conduit and inner duct is clean and free from damage prior to installing fiber optic cable.
2. Document the sequential cable length markings at each splice box and pull box wall that the cable passes through and include the information with the as-built documentation.

Provide all incidental parts needed to complete the installation, but not specified in the Plans, as necessary for a complete and properly operating system.

633-3.1.1 Cable Identification: Develop a nomenclature plan for identification of fiber optic cable. Submit the nomenclature plan to the Engineer for approval. Use approved cable nomenclature to create cable tags for the identification of fiber optic cable. Provide cable tag identification on all test results or fiber related documents submitted to the Engineer.

Install cable tags within 1 foot of each splice and/or termination point indicating the cable type, fiber count, and each fiber optic cable origination and termination points. Ensure that the cable tags are machine printed, waterproof, and permanent labels suitable for outside plant applications and are affixed to all fiber optic cables. Ensure that lettering is in permanent ink and displays the phrase “FDOT FIBER OPTIC CABLE”.

633-3.1.2 Pulling: Install the fiber optic cable by hand or by using a mechanical pulling machine. If a mechanical pulling machine is used, equip the machine with a monitored or recording tension meter. Ensure that at no time the manufacturer’s recommended maximum pulling tension is exceeded. Ensure that the central strength member and aramid yarn are attached directly to the pulling eye during cable pulling. Use pulling attachments, such as “basket grip” or “Chinese finger” type, to ensure that the optical and mechanical characteristics are not degraded during the fiber optic cable installation.

Ensure that excess cable is coiled in a figure eight and fed manually when pulling through pull boxes and splice boxes by hand. If pulleys and sheaves will be used to mechanically pull through pull boxes and splice boxes, submit a drawing of the proposed layout showing that the cable will never be pulled through a radius less than the manufacturer’s minimum bend radius. Use large diameter wheels, pulling sheaves, and cable guides to maintain the appropriate bend radius. Provide tension monitoring at all times during the pulling operation. Ensure that cable pulling lubricant used during installation is recommended by the optical fiber cable manufacturer.

633-3.1.3 Blowing: Use either the high airspeed blowing (HASB) method or the piston method. When using the HASB method, ensure that the volume of air passing through the conduit does not exceed 600 cubic feet per minute or the conduit manufacturer’s recommended air volume, whichever is more restrictive. When using the piston method, ensure that the volume of air passing through the conduit does not exceed 300 cubic feet per minute or the conduit manufacturer’s recommended air volume, whichever is more restrictive.

633-3.1.4 Slack Cable Storage: Provide and store fiber optic cable at each pull box and splice box to allow for future splices, additions, or repairs to the fiber network. Store the fiber optic cable without twisting or bending the cable below the minimum bend radius.

Store a total of 200 feet of fiber optic backbone cable in splice boxes, with 100 feet of cable on each side of the cable splice point or as shown in the Plans.

Store a minimum of 100 feet of fiber optic drop cable in splice boxes or as shown in the Plans.

Store 50 feet of spare fiber optic cable in pull boxes.

633-3.1.8 Installation Testing: Notify the Engineer of cable testing at least 14 calendar days in advance. Submit the testing procedures to the Engineer for approval prior to commencement of testing. Perform all tests at 1,310 and 1,550 nanometer wavelengths and include the last calibration date of all test equipment with the test parameters set on the equipment in the test documentation. Ensure that the last calibration date of all test equipment is within the last 12 months and that the calibration certificate is maintained in the test equipment case or provided electronically when requested. Test all installed fibers (terminated and un- terminated) using methods identified in this Section. All tests must be conducted with a launch box.

Fibers containing splices, fibers terminated on both ends, terminated on one end, or backbone fibers (inside project limits and continuing outside of project limits) must be bidirectionally tested.

Drop fibers without splices (inside project limits and continuing outside of project limits), with only terminations on one end, and bare fiber on the other must be tested unidirectionally at a minimum, unless otherwise specified in the Contract Documents.

Drop fibers without splices which are unterminated on both ends (inside project limits and

continuing outside of project limits) must be tested using a bare fiber adapter and tested unidirectionally at a minimum, unless otherwise specified in the Contract Documents.

Present the results of the OTDR testing (i.e., traces for each fiber) and a loss table showing details for each splice and termination tested to the Engineer in an approved electronic format. Ensure all OTDR testing complies with the EIA/TIA-455-78 standard.

633-3.1.8.1 Optical Time Domain Reflectometer (OTDR) Attenuation Testing: Perform testing on all fibers to ensure that attenuation does not exceed allowable loss (0.35 db/km for 1310 nanometer wavelength, 0.25 db/km for 1550 nanometer wavelength, plus 0.5 db for any connectors and 0.1 db for splices). Repair or replace cable sections exceeding allowable attenuation at no cost to the Department.

633-3.1.8.1.1 OTDR Tracing: Test all fibers with an optical time domain reflectometer (OTDR) at wavelengths of 1310 and 1550 nanometer.

633-4 Warranty.

Ensure that the fiber optic cable, the enclosures, terminations, and twisted pair cables and connectors have a manufacturer's warranty covering defects for a minimum of 2 years from the date of final acceptance. Ensure the warranty includes providing replacements, within 10 calendar days of notification, for defective parts and equipment during the warranty period at no cost to the Department or the maintaining agency.

633-5 Fiber Optic Cable Locator.

Locate and mark all existing Department owned or maintained fiber optic facilities within project limits prior to performing any subsurface work.

Locate and mark as necessary to ensure that all fiber optic facilities are located and visibly marked at all times.

END OF SECTION

APPENDIX A

PERMITS

APPENDIX B
GEOTECHNICAL REPORT

April 18, 2025

Mr. Scott Spooner
McKim & Creed, Inc.
1365 Hamlet Avenue
Clearwater, Florida 33756

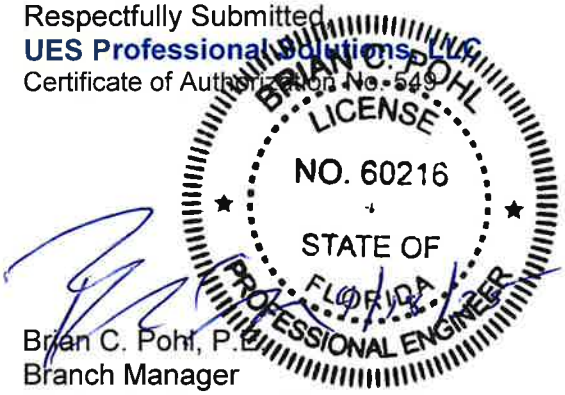
Reference: **GEOTECHNICAL EVALUATION**
Ormond Beach Subaqueous River Crossing
Ormond Beach, Volusia County, Florida
UES Project No. 0430.2500052.0000
UES Report No. 2134565

Dear Mr. Spooner:

UES Professional Solutions, LLC has completed the geotechnical evaluation for the subject project. This report contains the results of our evaluation, an engineering interpretation of these with respect to the project characteristics described to us, and recommendations for underground utility installation by methods of jack and bore, directional drill and open cut.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully Submitted,
UES Professional Solutions, LLC
Certificate of Authorization No. 549



Brian C. Pohl, P.E.
Branch Manager
Florida Registration No. 60216

Michael A. Navarra, E.I.
Project Manager

Attachments

CDW/MAN/cme

GEOTECHNICAL EVALUATION

Ormond Beach Subaqueous River Crossing
Ormond Beach, Volusia County, Florida

UES Project No. 0430.2500052.0000
UES Report No. 2134565

April 18, 2025

Prepared For:

Mr. Scott Spooner
McKim & Creed, Inc.
1365 Hamlet Avenue
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Prepared By:

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1.0 PROJECT DESCRIPTION

Project information has been provided to us during correspondence with you. We were provided with the requested boring locations by you. We understand the proposed project will consist of installing new force main, reclaimed water main and fiber optic conduit. The utilities that will be routed along North Beach Street from the intersection of Granada Boulevard and North Beach Street to the intersection of Tomoka Avenue and South Beach Street. The utilities will also be routed from the east end of Tomoka Avenue under the Halifax River to the west end of Casements Drive. We understand that the proposed utilities will be installed by methods of jack and bore, direction drilling and open cut. We have not been provided with the utility bearing depths at this time. Once the proposed utility depths become available, UES should be provided with the depths to review and possible amend our recommendations, if necessary.

Our recommendations are based on the above considerations. If any of this information is incorrect, or if you anticipate any changes, inform UES Professional Solutions, LLC so we may review our recommendations.

2.0 PURPOSE AND SCOPE

2.1 PURPOSE

The purposes of this investigation were:

- to investigate the general subsurface conditions at the site;
- to interpret and review the subsurface conditions with respect to the proposed construction; and
- to provide geotechnical engineering recommendations for underground utility installation.

This report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. UES Professional Solutions, LLC would be pleased to perform these services, at your request.

Our investigation was confined to the zone of soil likely to be stressed by the proposed construction. Our work did not address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. A deep geological evaluation requires a more extensive range of field and engineering services than performed for this study.

2.2 FIELD INVESTIGATION

2.2.1 Borings

The subsurface conditions were investigated with:

- Two (2) Standard Penetration Test (SPT) borings advanced to depths of approximately 65 and 70 feet each below existing grade on the north and south side of the Granada Boulevard Bridge (designated B-1 and B-2);
- Two (2) SPT borings advanced to depths of approximately 50 feet each below existing grade on the east end of Tomoka Avenue and the west end of Casements Drive (designated B-4 and B-8);
- Two (2) SPT borings advanced to depths of approximately 10 feet each below existing grade on the east end of Tomoka Avenue and the west end of Casements Drive (designated B-3 and B-9); and,
- Three (3) in-water SPT borings advanced to depths of approximately 100 feet below mudline within the Halifax River (designated B-5 through B-7).

We performed the SPT borings according to the procedures of ASTM D-1586.

The borings were located using handheld Global Positioning System (GPS) Unit. The approximate locations of the borings are presented on the attached Boring Location Plan in Appendix A.

Samples obtained from the borings were transported to our laboratory for further evaluation. Samples of the soil encountered will be held in our laboratory for your inspection for 60 days unless we are notified otherwise.

2.3 SOIL CLASSIFICATION

The soil samples recovered from the soil borings were returned to our laboratory and then a UES engineer visually examined and reviewed the field descriptions. The soil was classified in accordance with the USCS soil classification system. Tests consisting of percent passing the No. 200 sieve were performed on samples to help aid in the classification process of the soils.

3.0 FINDINGS

3.1 SUBSURFACE CONDITIONS

The boring location and detailed subsurface conditions are illustrated in Appendix A: Boring Location Plan and Subsurface Profiles. The classifications and descriptions shown on the profiles are based upon visual characterizations of the recovered soil samples and laboratory tests. Also, see Appendix A: Key to Borings Log, for further explanation of the symbols and placement of data on the Profiles. The discussion below summarizes the soil conditions encountered during our exploration.

The SPT borings performed on land, B-1, B-2, B-3, B-4, B-8 and B-9, generally indicated approximately 12 inches of topsoil underlain by intermittent layers of very loose to dense fine sand with trace silt (SP), fine sand with silt (SP-SM), silty fine sand (SM) and clayey fine sand (SC) to the deepest boring termination depth of approximately 70 feet below existing grade.

The SPT borings performed within the Halifax River, B-5, B-6 and B-7, generally indicated intermittent layers of very loose to dense fine sand with trace silt (SP), fine sand with silt (SP-SM), silty fine sand (SM), and sandy shell to a depth of approximately 48.5 feet below mudline. These soils are underlain by intermittent layers of loose to medium dense fine sand with silt (SP-SM), clayey fine sand (SC) and soft to medium stiff clay (CL) to depths varying between approximately 88.5 and 93.5 feet below mudline. These layers are further underlain by soft weathered limestone to the boring termination depth of approximately 100 feet below mudline.

3.2 GROUNDWATER

The groundwater level was encountered at depths varying between approximately 2.5 and 5.0 feet below existing grade at our boring locations performed on land. As an exception, groundwater was not encountered at Boring Location B-3. The depths of the measured groundwater levels are noted on the Subsurface Profiles. It should be anticipated the groundwater levels will fluctuate due to seasonal climatic variations, tidal fluctuations, surface water runoff patterns, construction operations, and other interrelated factors.

4.0 DIRECTIONAL DRILLING RECOMMENDATIONS

Based on the results of the borings, it is our opinion the results of the borings are suitable for directional drilling procedures. The directional drilling procedures should be performed in accordance with FDOT Index No. 555.

5.0 JACK AND BORE DRILL RECOMMENDATIONS

Based on the results of the borings, it is our opinion the results of the borings are suitable for Jack and Bore drilling procedures. The Jack and Bore drilling procedures should be performed in accordance with FDOT Index No. 556.

6.0 UNDERGROUND UTILITY INSTALLATION RECOMMENDATIONS

6.1 GENERAL

It is anticipated the proposed utility pipelines that will be installed via open cut will bear within the upper eight feet of existing grade. The soils within this zone generally consist of loose to medium dense fine sand with trace silt (SP), fine sand with silt (SP-SM) and clayey fine sand (SC). The clayey soils as encountered at B-2 are typically difficult to compact in confined spaces, thus it is not conducive for backfill. Additional backfill soil may be required within this area.

6.2 SITE PREPARATION RECOMMENDATIONS

We recommend the following site preparation procedures to preclude significant settlement of the pipeline alignment section:

1. Implement temporary groundwater control measures as necessary. It is recommended the groundwater be maintained at least 18 inches below compacted surfaces, and also 18 inches below the depths of excavation required. Temporary groundwater control measures should be the responsibility of the contractor. The majority of the encountered soils along the corridor consisted of clean “free draining” material, which will result in copious amounts of groundwater presence, if depth of excavation is below the groundwater level. The contractor should take the varying conditions into consideration.

2. Excavate to the proposed utility bearing level. FDOT No. 57 stone placed below the pipeline bearing depths in a thickness of one foot can be used in lieu of compacted structural backfill if necessary. It is recommended the stone be fully wrapped with a geotextile filter fabric such as Contech C 31NW or equivalent. The excavations should be performed in accordance with OSHA specifications.

3. Compact the exposed surface of sandy soils within the excavations with lightweight, hand equipment until a density of at least 95 percent of the Modified Proctor maximum dry density (ASTM D-1557) is achieved within the upper one foot. Also, as discussed, No. 57 stone can be used. We recommend the compacted soils have moisture content within 2 percent of the optimum value as determined by the Modified Proctor maximum dry density (ASTM-D1557).

   Should the soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated and (1) the disturbed soils removed and backfilled with dry structural fill soils which are then compacted, or (2) the excess moisture content within the disturbed soils allowed to dissipate before recompacting.

4. Test the compacted surface within the upper one foot for density at a frequency of not less than one test per 200 linear feet of pipeline.

5. Place fill material, as required. The fill should consist of "clean," fine sand with less than 5 percent soil fines. You may use fill materials with soil fines between 5 percent and 10 percent, but strict moisture control may be required. Place fill in uniform 10 to 12-inch loose lifts and compact each lift to a minimum density of 95 percent of the Modified Proctor maximum dry density. We recommend the compacted soils have moisture

content within 2 percent of the optimum value as determined by the Modified Proctor maximum dry density (ASTM-D1557).

6. Perform compliance tests within each lift of fill at a frequency of not less than one test per 200 linear feet of pipeline.

7.0 CONSTRUCTION RECOMMENDATIONS

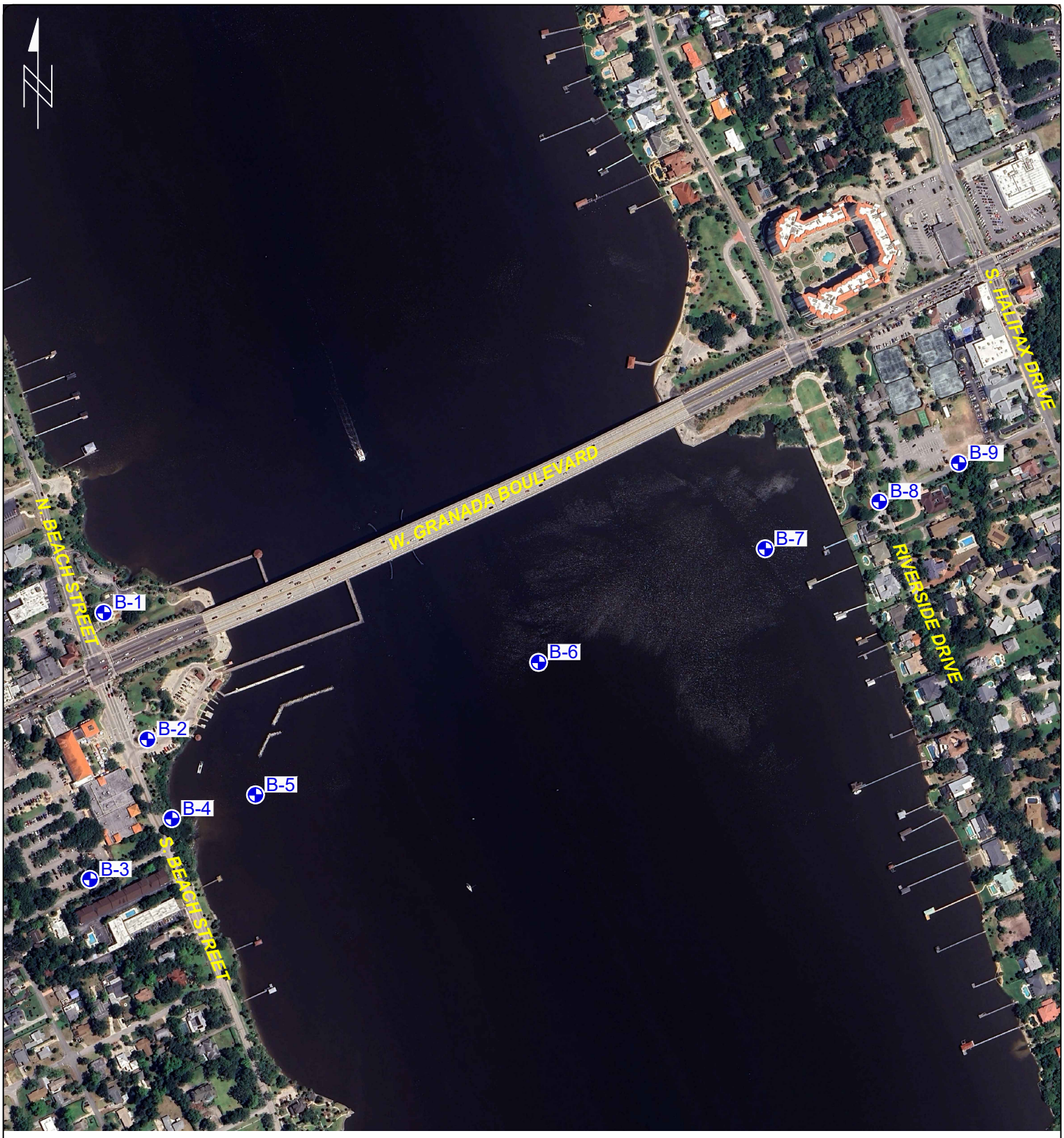
We recommend the owner retain UES Professional Solutions, LLC to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation subgrades by monitoring filling operations and performing quality assurance tests on the placement of compacted natural soils and structural fill. We can also perform concrete testing, pavement section testing, structural steel testing and other construction materials testing services.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

8.0 LIMITATIONS

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. An Association of Engineering Firms Practicing in the Geosciences (ASFE) publication, "Important Information about Your Geotechnical Engineering Report" appears in Appendix B and will help explain the nature of geotechnical issues. Further, we present documents in Appendix B: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

APPENDIX A



GRAPHIC SCALE

0 250 500

(IN FEET)

1 INCH ≈ 500 ft.

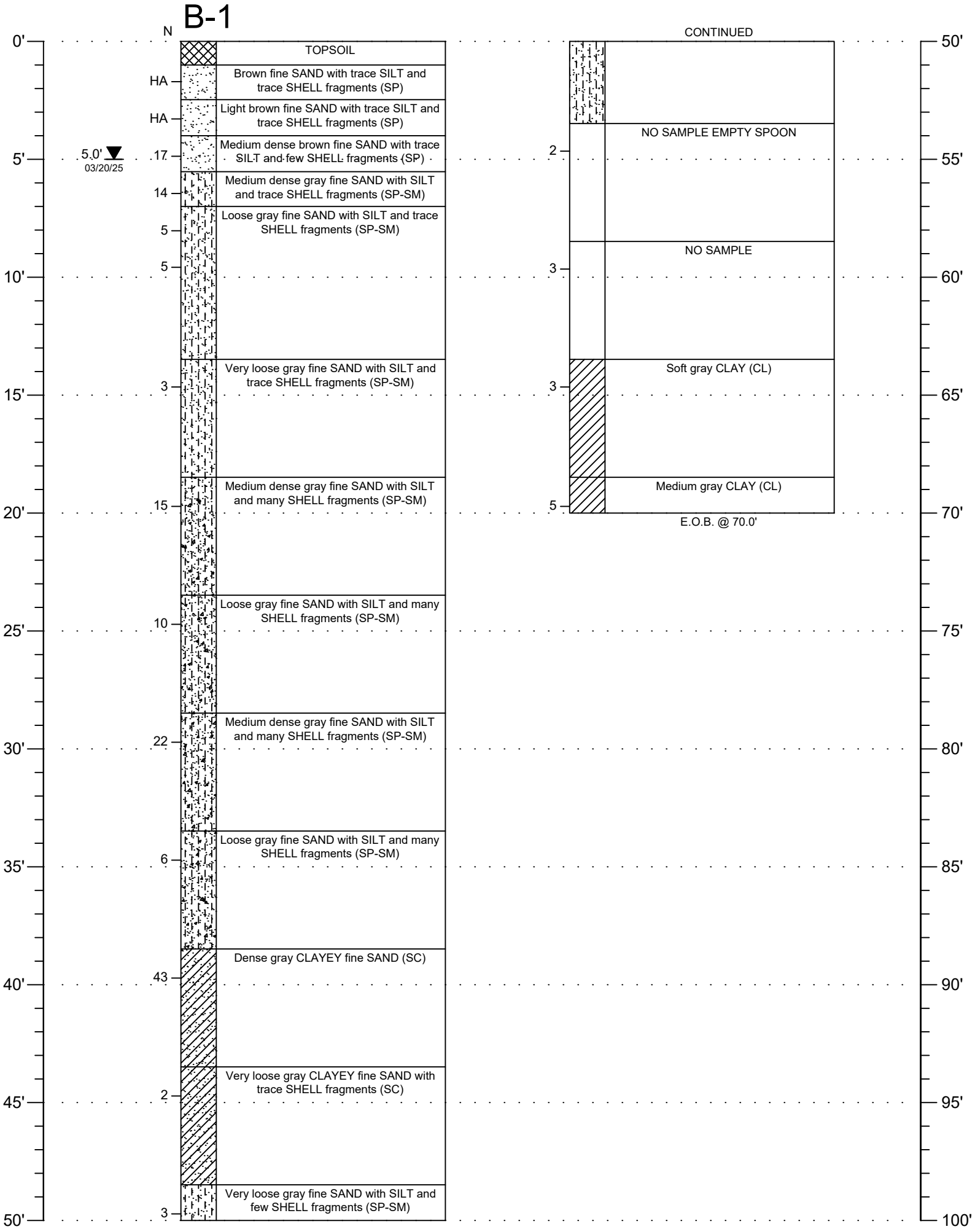
LEGEND

APPROXIMATE LOCATION OF STANDARD PENETRATION TEST (SPT) BORING

UES™

TITLE: BORING LOCATION PLAN			SCALE: 1" ≈ 500'
PROJECT: GEOTECHNICAL EVALUATION ORMOND BEACH SUBAQUEOUS ORMOND BEACH, FLORIDA			PAGE/FIG. NO.: A-1
DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .	

B-1



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

CLAYEY fine SAND (SC)

CLAY (CL)

LIMEROCK

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve

UES

PROJECT:

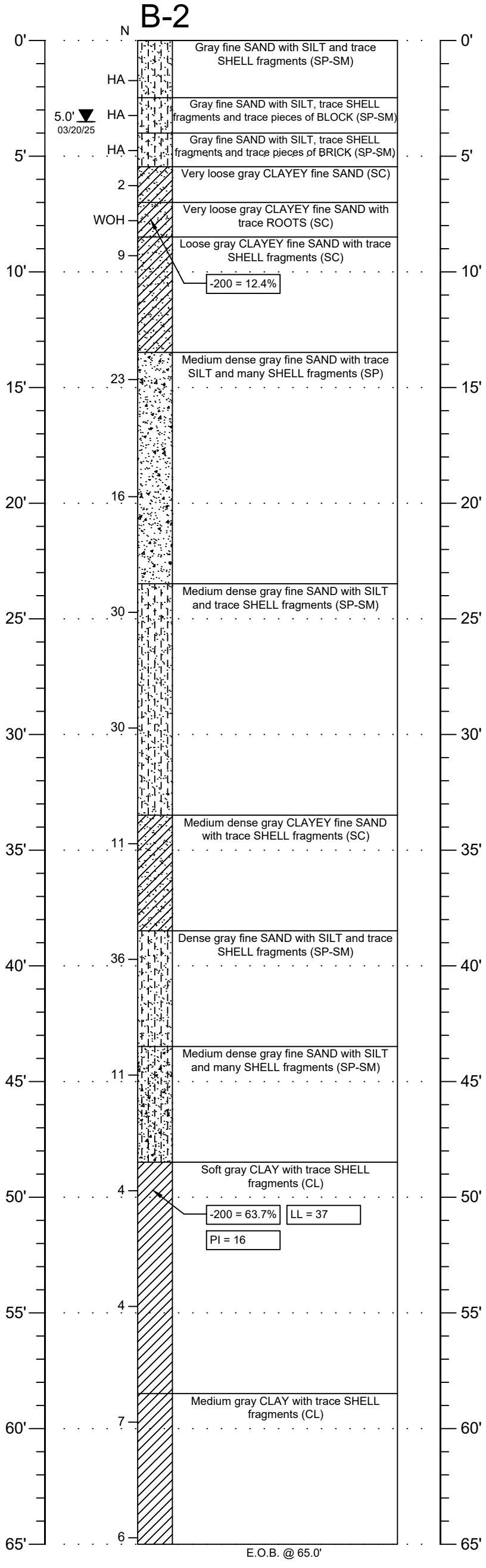
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:

SUBSURFACE PROFILE

DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-2
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		

B-2



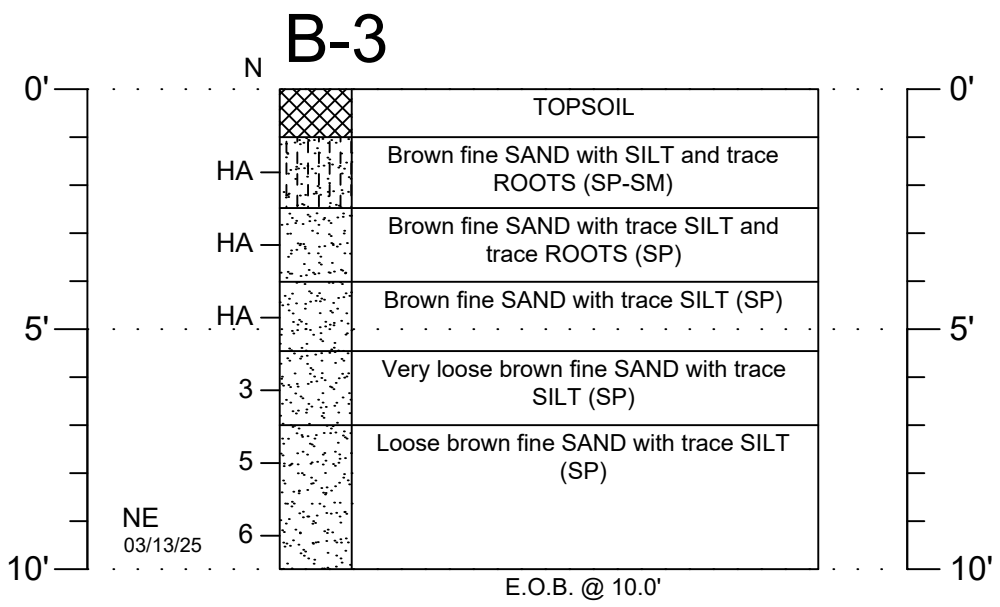
NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve
LL	Liquid Limit
PI	Plasticity Index

- Fine SAND (SP)
- Fine SAND with some to many SHELL fragments (SP)
- SHELL
- Fine SAND with SILT (SP-SM)
- SILTY fine SAND (SM)
- CLAYEY fine SAND (SC)
- CLAY (CL)
- LIMEROCK
- Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

UES™

PROJECT: GEOTECHNICAL EVALUATION ORMOND BEACH SUBAQUEOUS ORMOND BEACH, FLORIDA				TITLE: SUBSURFACE PROFILE	
DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000		SCALE: NA (in feet)	PAGE/FIG. NO.: A-3
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .			



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

CLAYEY fine SAND (SC)

CLAY (CL)

LIMEROCK

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve

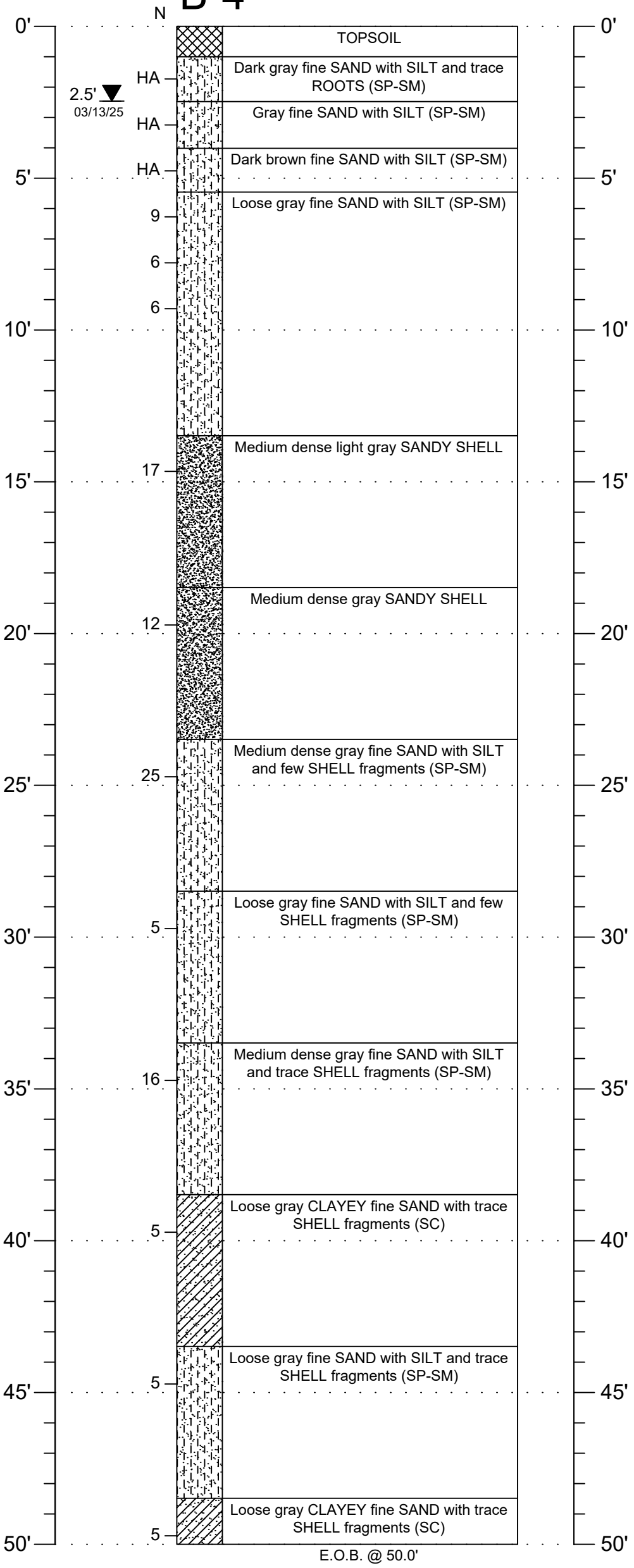
UES

PROJECT:
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:
SUBSURFACE PROFILE

DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-4
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		

B-4



NOTES:

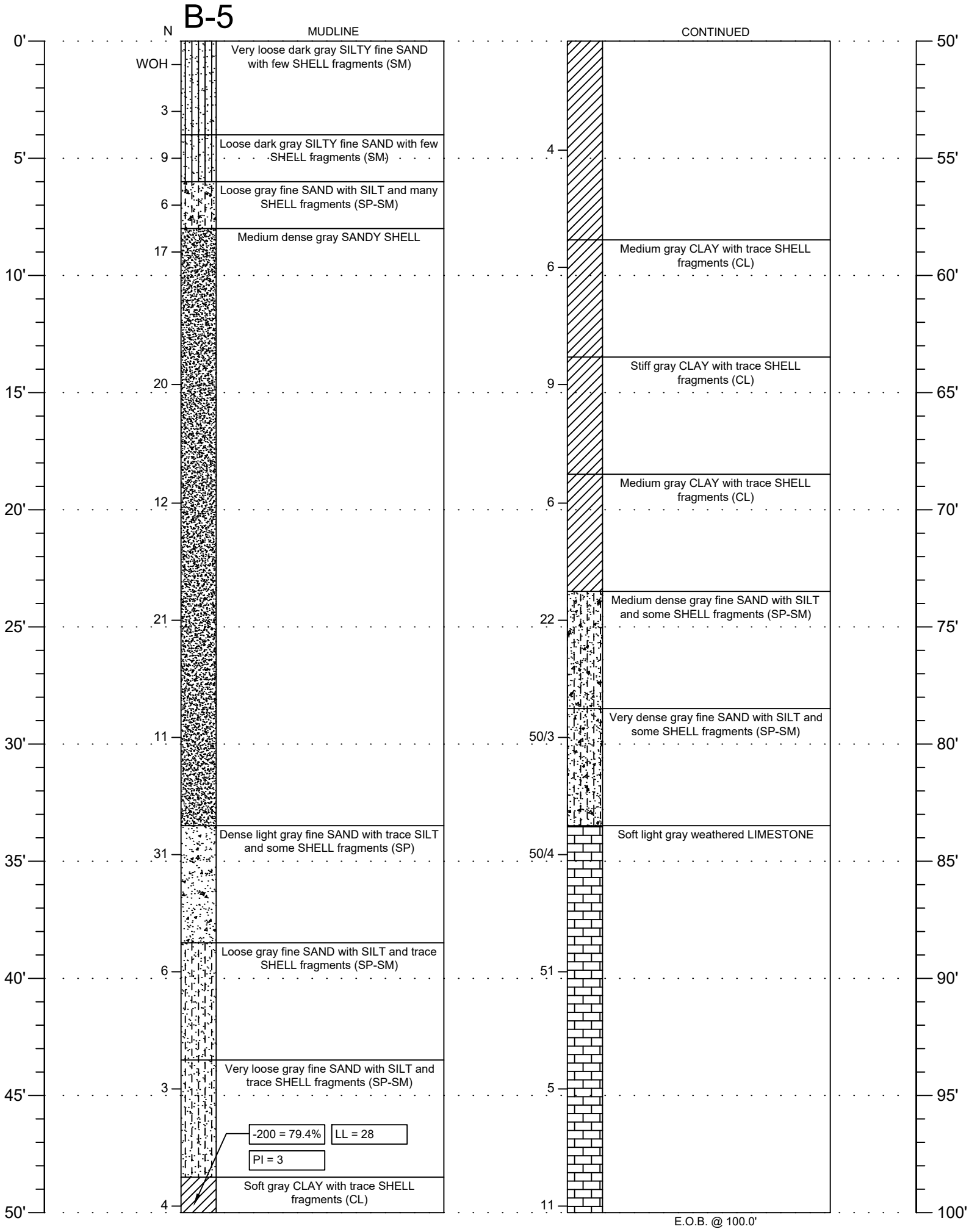
▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve

- Fine SAND (SP)
- Fine SAND with some to many SHELL fragments (SP)
- SHELL
- Fine SAND with SILT (SP-SM)
- SILTY fine SAND (SM)
- CLAYEY fine SAND (SC)
- CLAY (CL)
- LIMEROCK
- Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

UES™

PROJECT: GEOTECHNICAL EVALUATION ORMOND BEACH SUBAQUEOUS ORMOND BEACH, FLORIDA				TITLE: SUBSURFACE PROFILE	
DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000		SCALE: NA (in feet)	PAGE/FIG. NO.: A-5
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .			

B-5



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

CLAYEY fine SAND (SC)

CLAY (CL)

LIMEROCK

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve
LL	Liquid Limit
PI	Plasticity Index

UES

PROJECT:

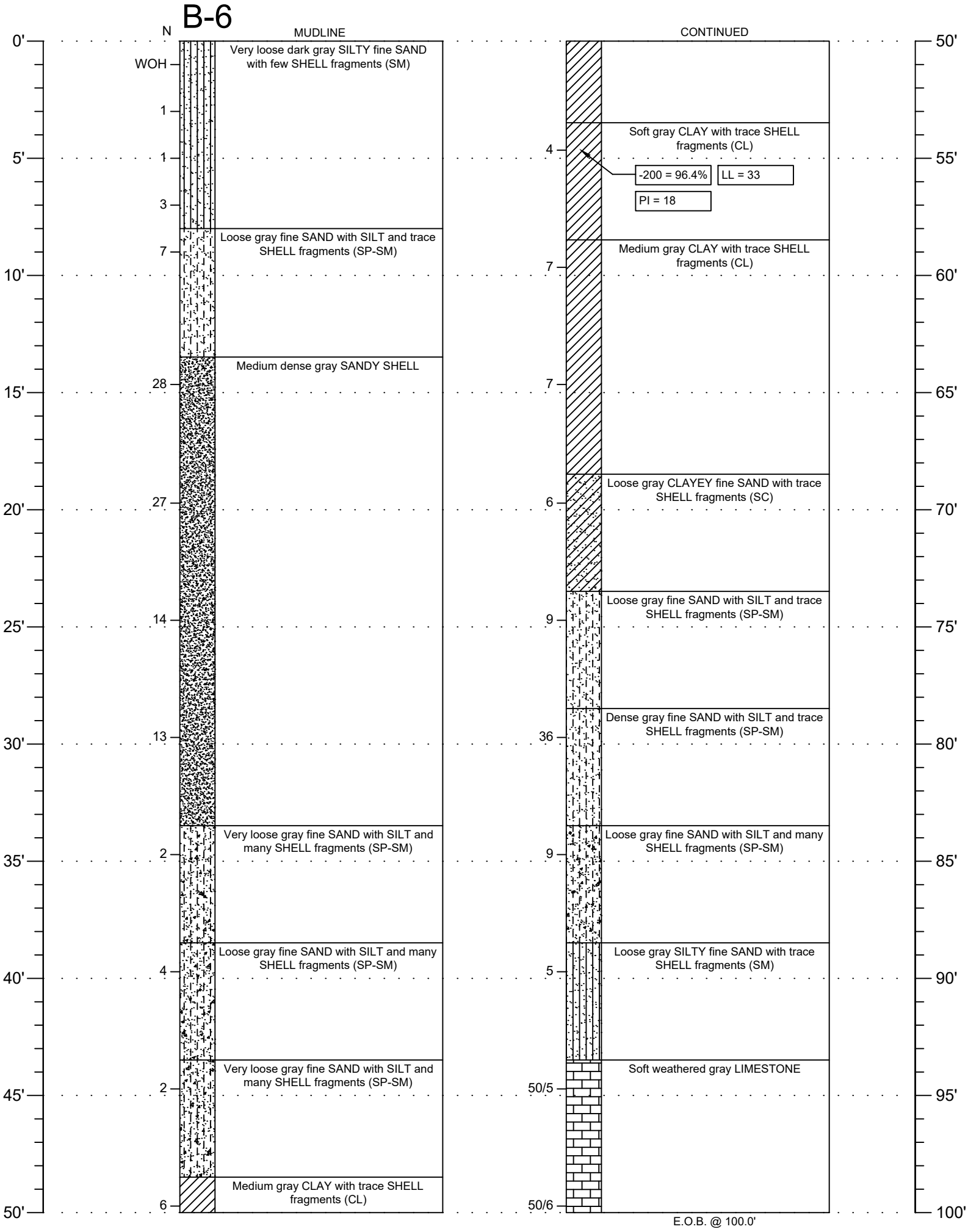
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:

SUBSURFACE PROFILE

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CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		

B-6



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

CLAYEY fine SAND (SC)

CLAY (CL)

LIMEROCK

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve
LL	Liquid Limit
PI	Plasticity Index

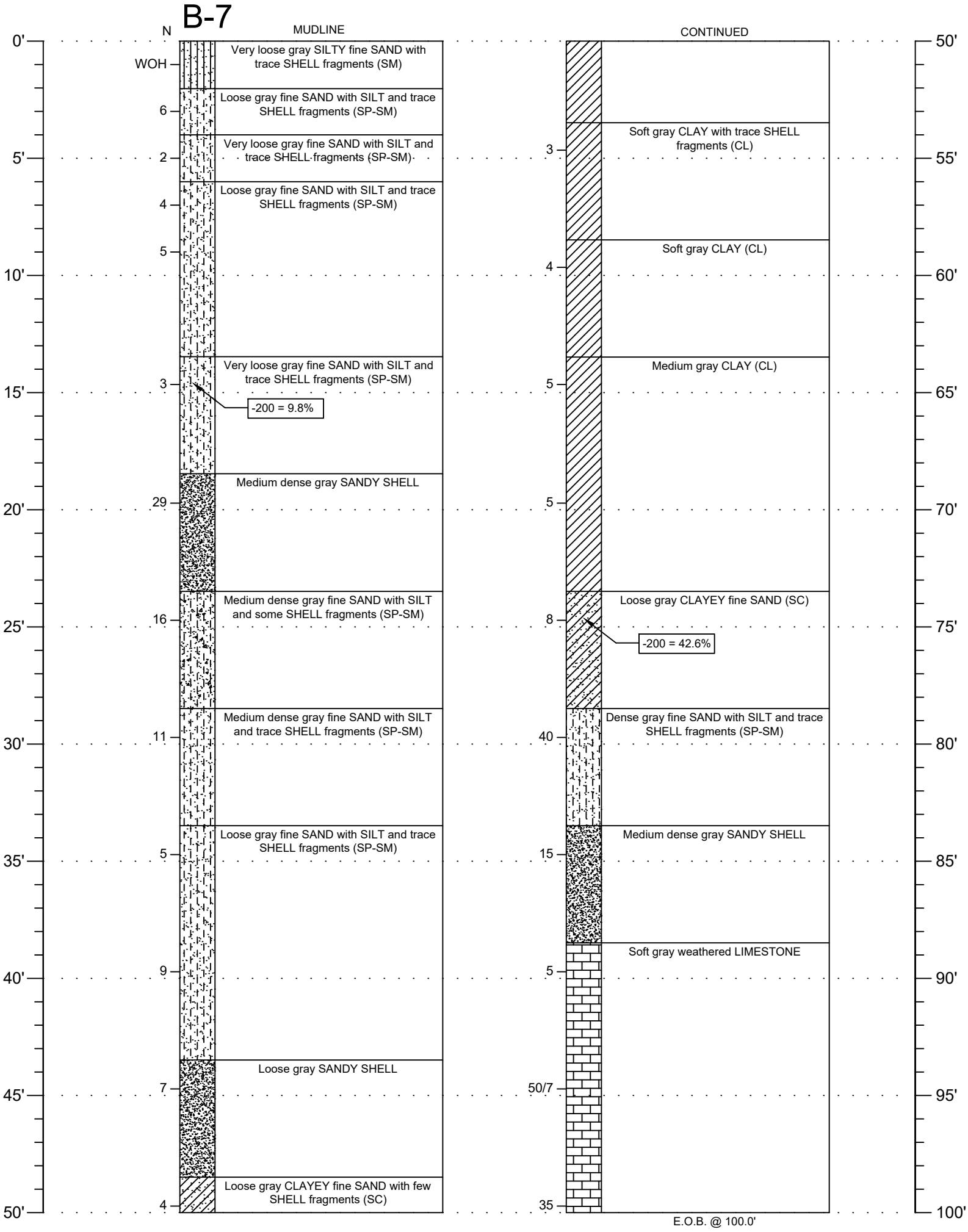
UES

PROJECT:
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:
SUBSURFACE PROFILE

DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-7
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		

B-7



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

CLAYEY fine SAND (SC)

CLAY (CL)

LIMEROCK

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve

UES™

PROJECT:

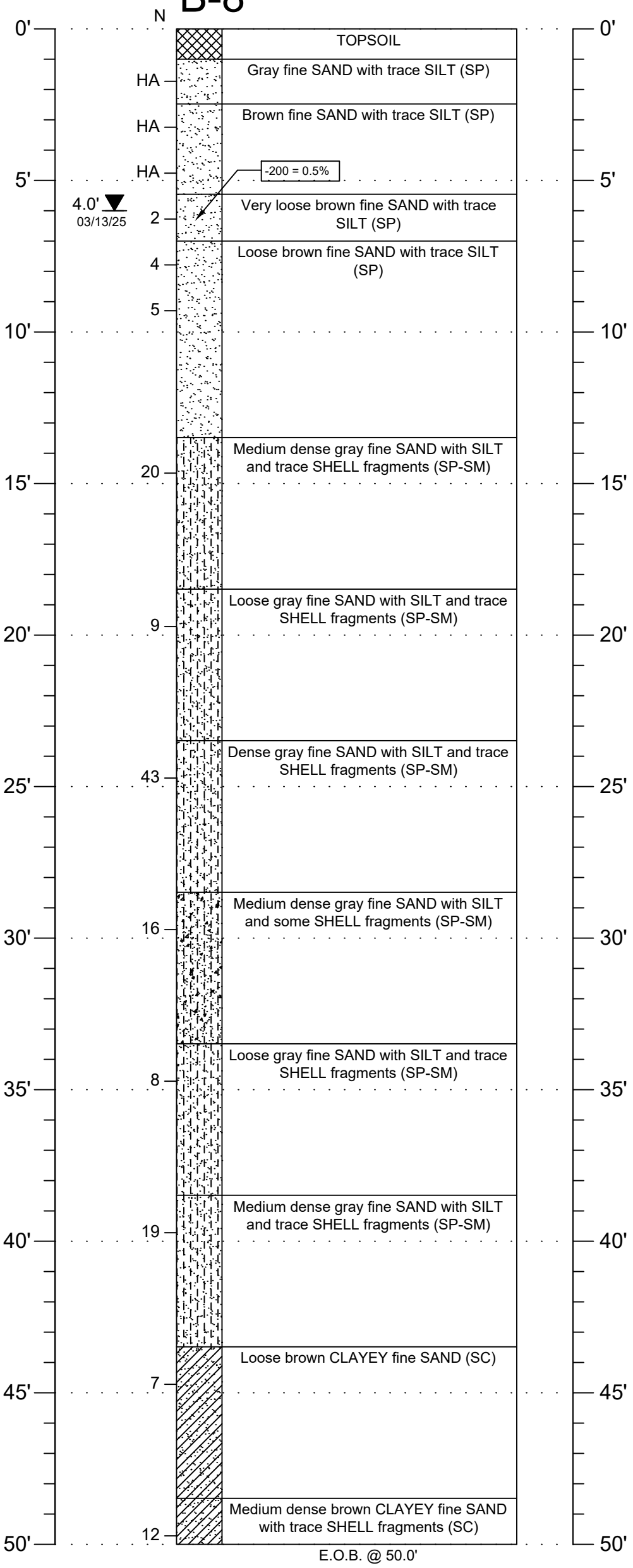
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:

SUBSURFACE PROFILE

DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-8
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		

B-8



NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve

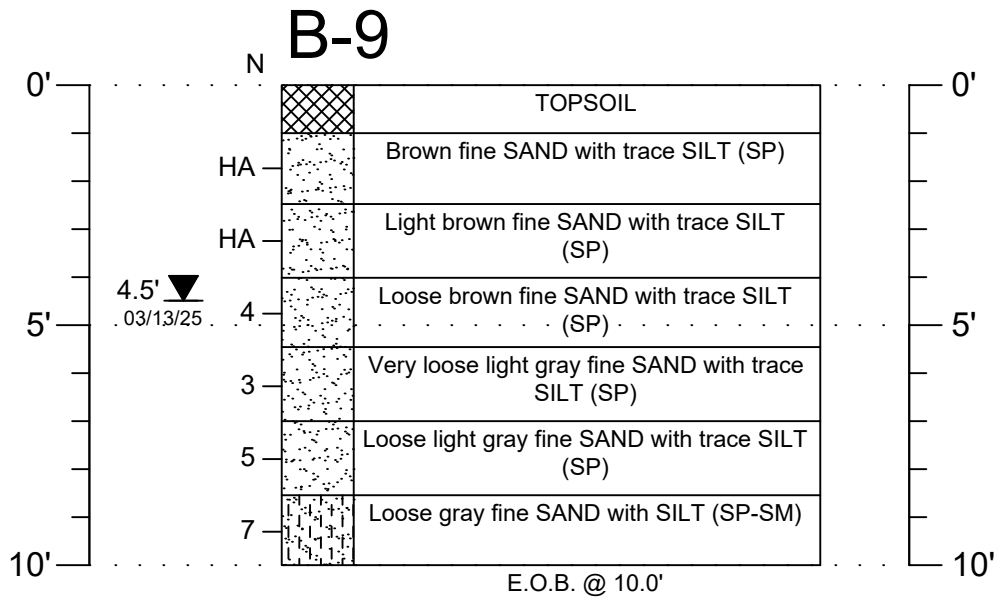
- Fine SAND (SP)
- Fine SAND with some to many SHELL fragments (SP)
- SHELL
- Fine SAND with SILT (SP-SM)
- SILTY fine SAND (SM)
- CLAYEY fine SAND (SC)
- CLAY (CL)
- LIMEROCK
- Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

UES

PROJECT:
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:
SUBSURFACE PROFILE

DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-9
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

CLAYEY fine SAND (SC)

CLAY (CL)

LIMEROCK

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve

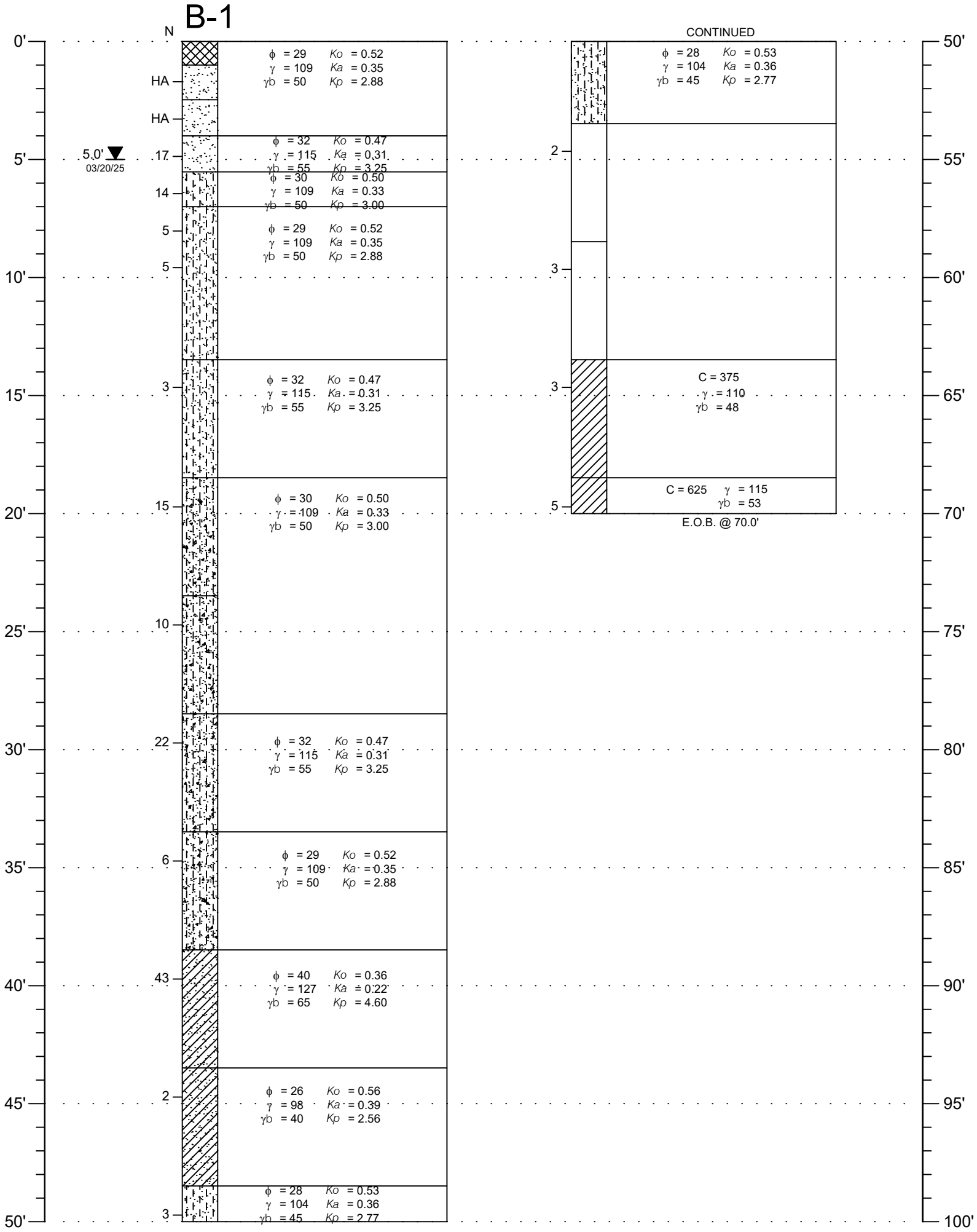
UES

PROJECT:
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:
SUBSURFACE PROFILE

DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-10
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		

B-1



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

CLAYEY fine SAND (SC)

CLAY (CL)

LIMEROCK

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

ϕ = Angle of Internal Friction (degrees)
γ = Effective Unit Weight (PCF)
γb = Unit Weight Below Water Table (PCF)
Ka = Coefficient of Active Lateral Earth Pressure
Kp = Coefficient of Passive Lateral Earth Pressure
Ko = Coefficient at Rest Lateral Earth Pressure
C = Cohesion (psf)

NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve

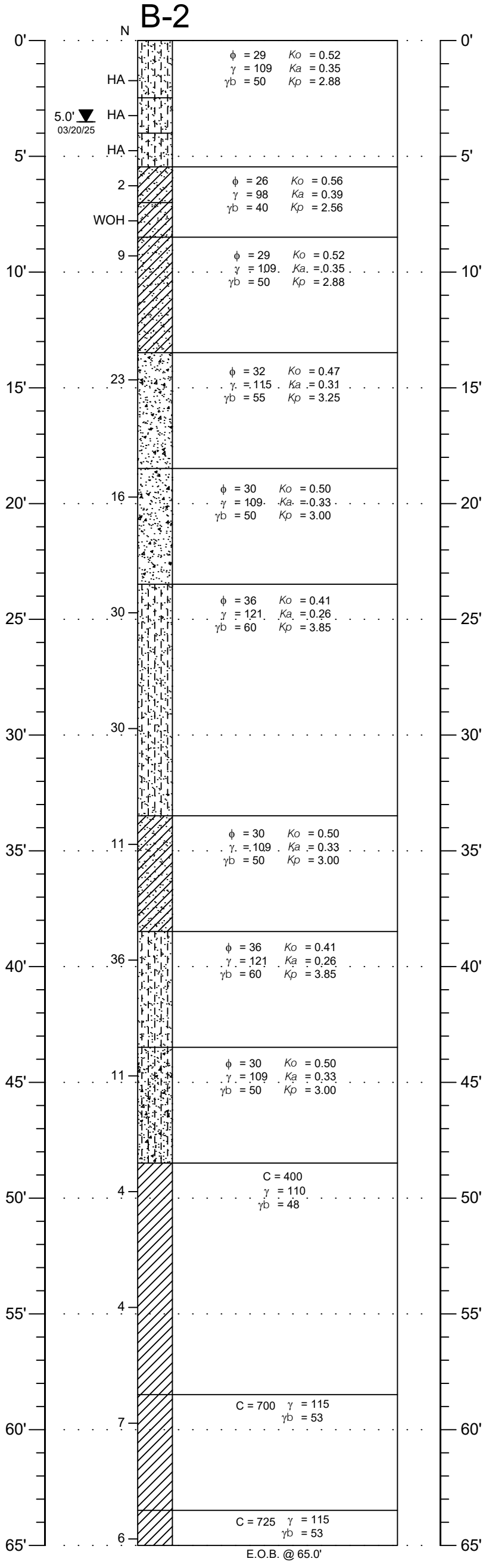
UES™

PROJECT:
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:
SOIL DESIGN PARAMETERS

DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-11
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		

B-2



ϕ = Angle of Internal Friction (degrees)
γ = Effective Unit Weight (PCF)
γb = Unit Weight Below Water Table (PCF)
Ka = Coefficient of Active Lateral Earth Pressure
Kp = Coefficient of Passive Lateral Earth Pressure
Ko = Coefficient at Rest Lateral Earth Pressure
C = Cohesion (psf)

NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve
LL	Liquid Limit
PI	Plasticity Index

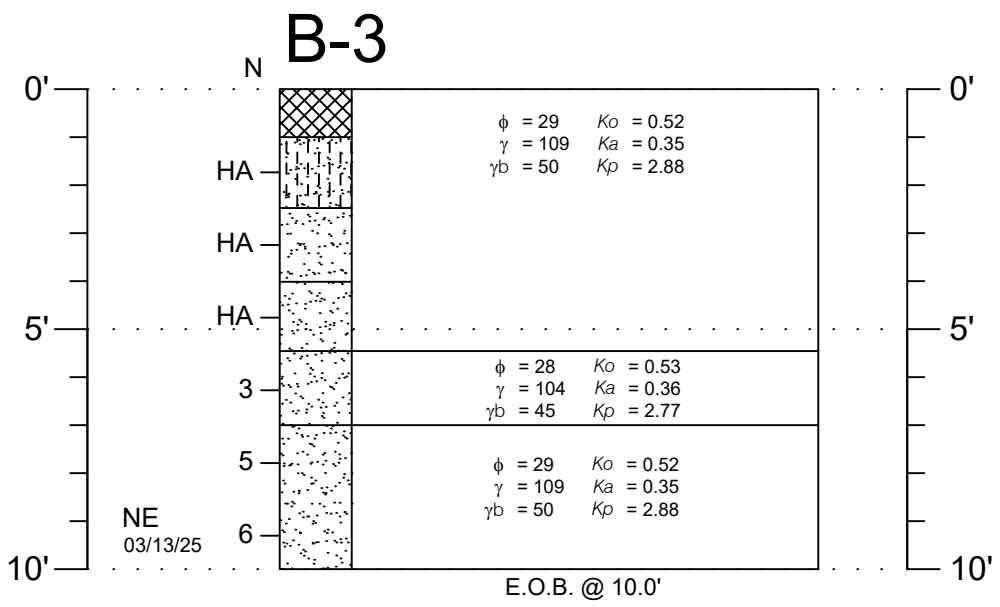
- Fine SAND (SP)
- Fine SAND with some to many SHELL fragments (SP)
- SHELL
- Fine SAND with SILT (SP-SM)
- SILTY fine SAND (SM)
- CLAYEY fine SAND (SC)
- CLAY (CL)
- LIMEROCK
- Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

UES™

PROJECT:
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:
SOIL DESIGN PARAMETERS

DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-12
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

CLAYEY fine SAND (SC)

CLAY (CL)

LIMEROCK

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

ϕ = Angle of Internal Friction (degrees)
γ = Effective Unit Weight (PCF)
γb = Unit Weight Below Water Table (PCF)
Ka = Coefficient of Active Lateral Earth Pressure
Kp = Coefficient of Passive Lateral Earth Pressure
Ko = Coefficient at Rest Lateral Earth Pressure
C = Cohesion (psf)

NOTES:

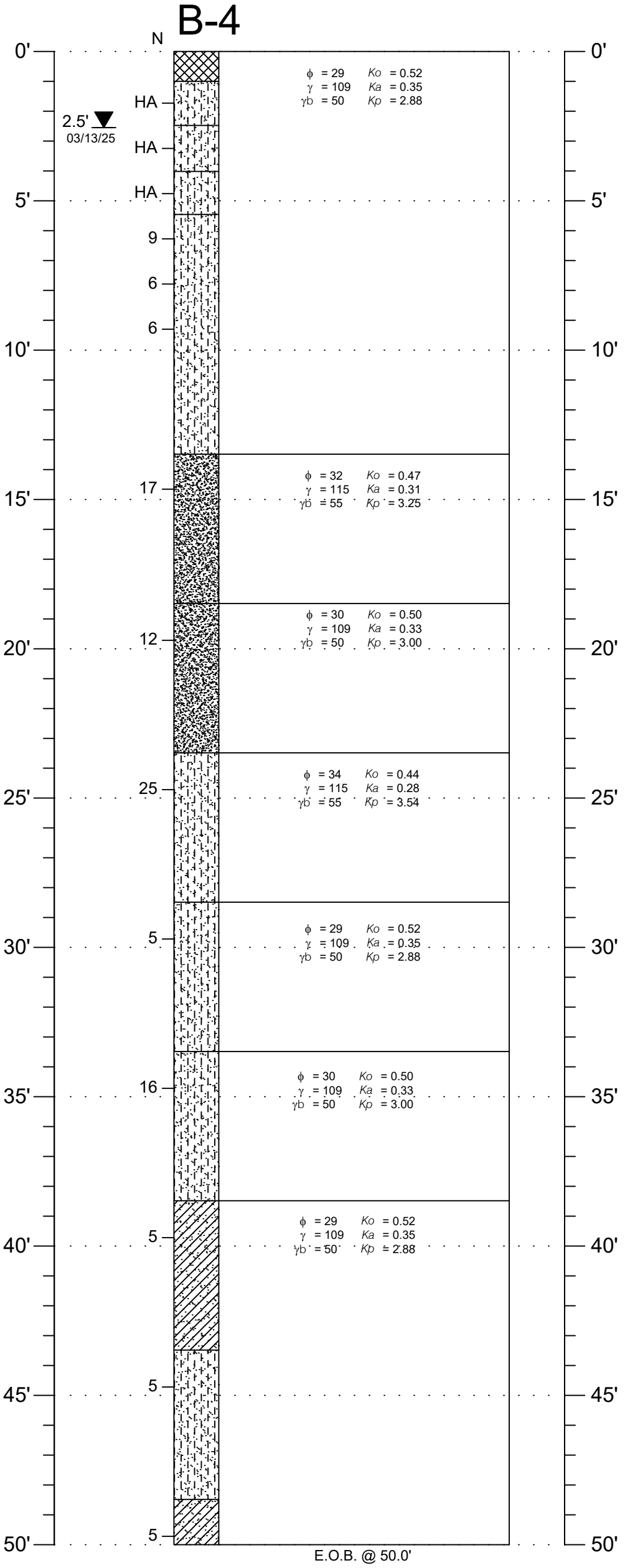
▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve

UES

PROJECT:
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:
SOIL DESIGN PARAMETERS

DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-13
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		



ϕ = Angle of Internal Friction (degrees)
γ = Effective Unit Weight (PCF)
γb = Unit Weight Below Water Table (PCF)
Ka = Coefficient of Active Lateral Earth Pressure
Kp = Coefficient of Passive Lateral Earth Pressure
Ko = Coefficient at Rest Lateral Earth Pressure
C = Cohesion (psf)

NOTES:

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(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
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Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve

Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

CLAYEY fine SAND (SC)

CLAY (CL)

LIMEROCK

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

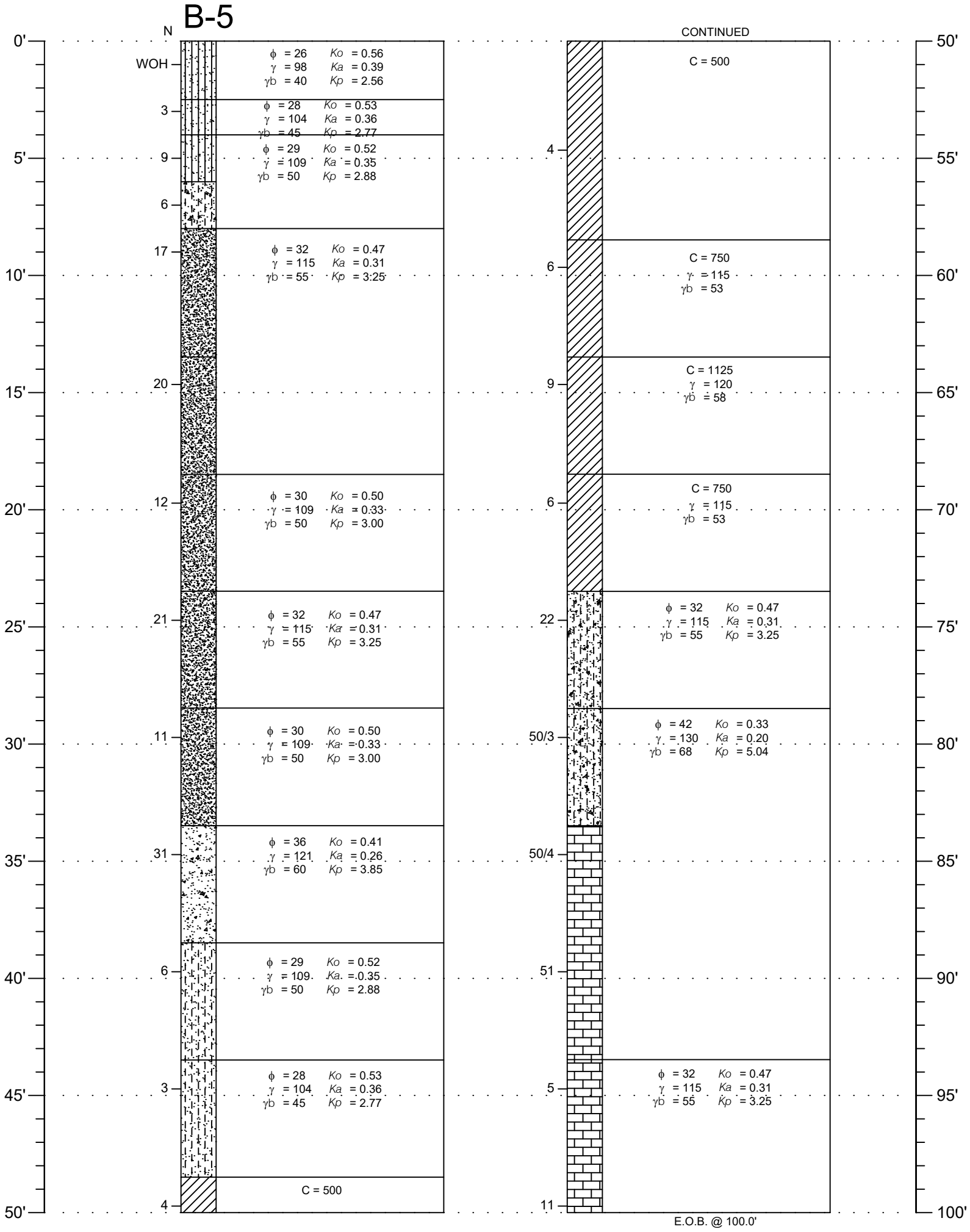
UES

PROJECT:
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:
SOIL DESIGN PARAMETERS

DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-14
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		

B-5



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

CLAYEY fine SAND (SC)

CLAY (CL)

LIMEROCK

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

ϕ = Angle of Internal Friction (degrees)
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Ko = Coefficient at Rest Lateral Earth Pressure
C = Cohesion (psf)

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HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve
LL	Liquid Limit
PI	Plasticity Index

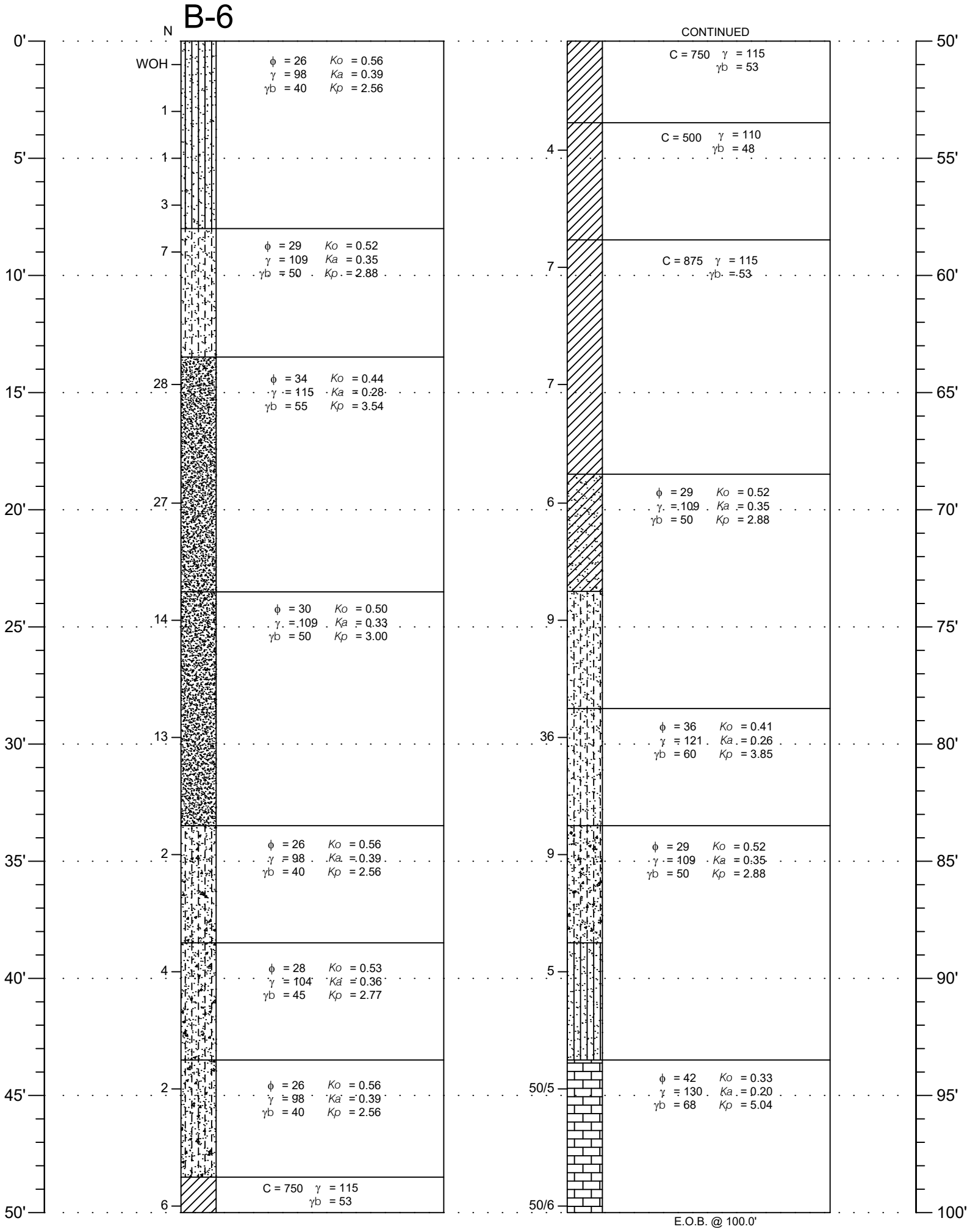
UES

PROJECT:
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:
SOIL DESIGN PARAMETERS

DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-15
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		

B-6



ϕ = Angle of Internal Friction (degrees)
γ = Effective Unit Weight (PCF)
γb = Unit Weight Below Water Table (PCF)
Ka = Coefficient of Active Lateral Earth Pressure
Kp = Coefficient of Passive Lateral Earth Pressure
Ko = Coefficient at Rest Lateral Earth Pressure
C = Cohesion (psf)

Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

CLAYEY fine SAND (SC)

CLAY (CL)

LIMEROCK

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
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-200	% Passing No. 200 Sieve
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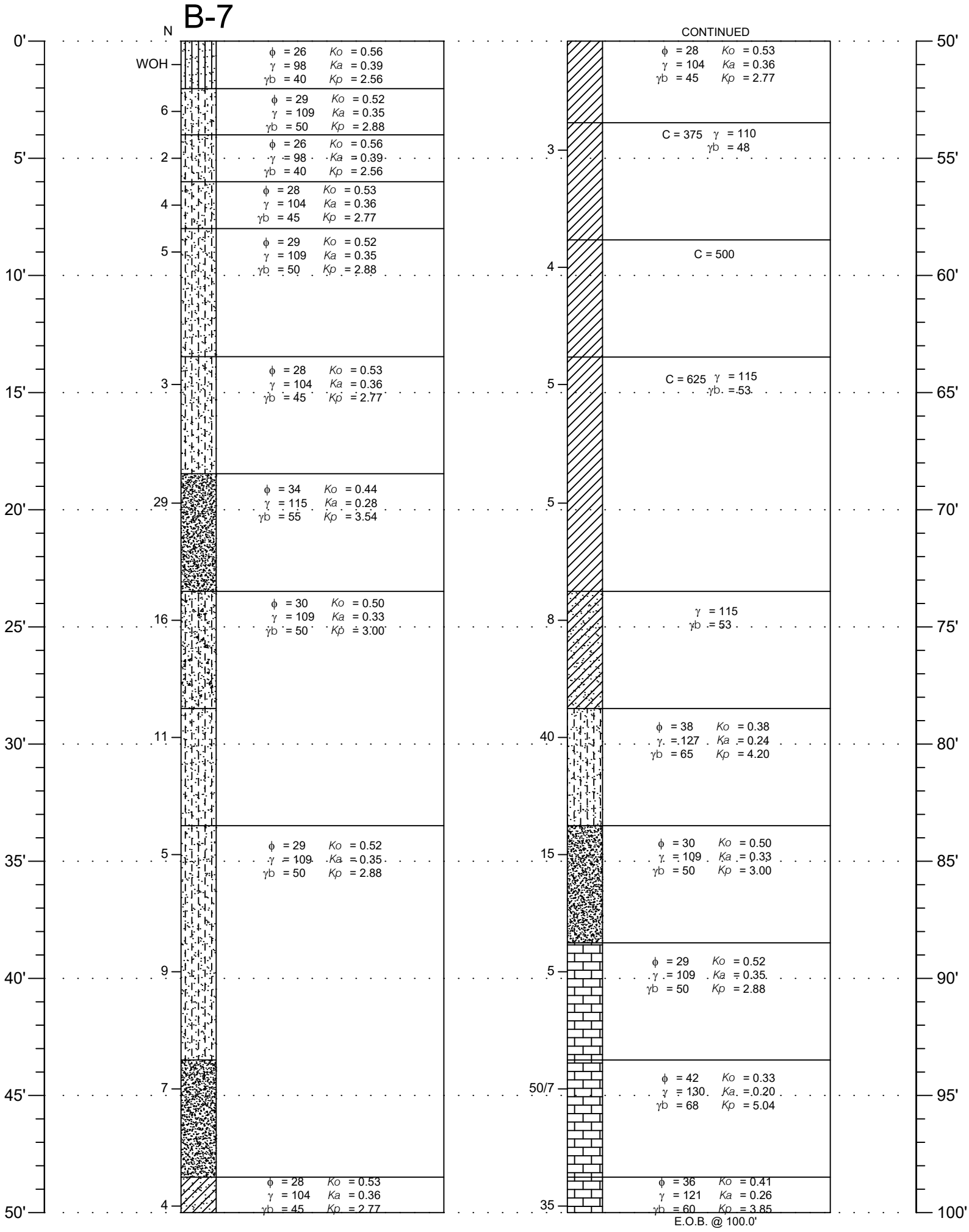
UES

PROJECT:
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:
SOIL DESIGN PARAMETERS

DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-16
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		

B-7



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

CLAYEY fine SAND (SC)

CLAY (CL)

LIMEROCK

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

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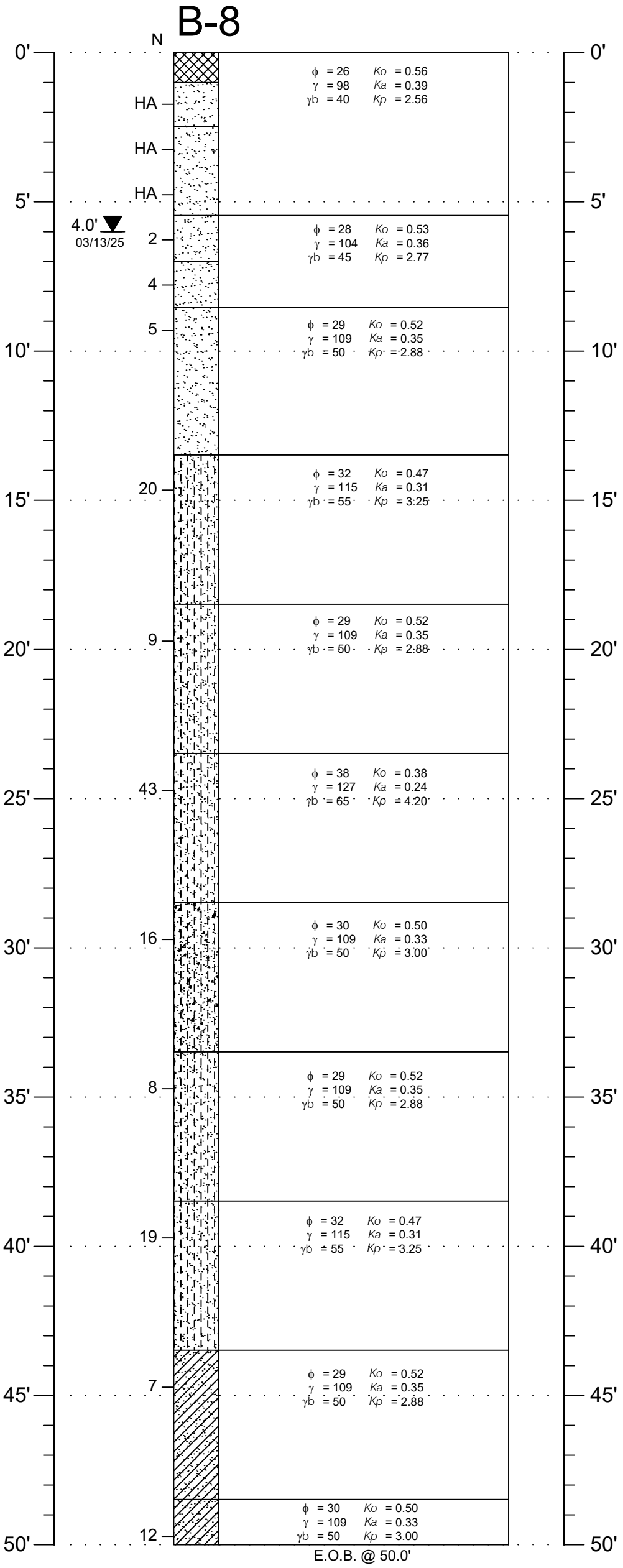
▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve

UES™

PROJECT:
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:
SOIL DESIGN PARAMETERS

DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-17
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		



ϕ = Angle of Internal Friction (degrees)
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Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

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Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

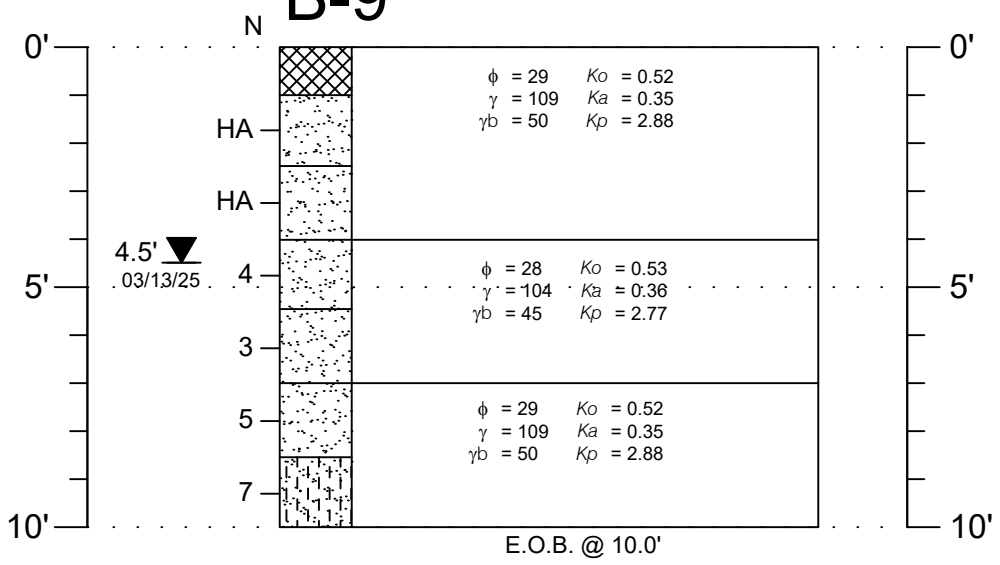
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PROJECT:
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:
SOIL DESIGN PARAMETERS

DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-18
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		

B-9



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

CLAYEY fine SAND (SC)

CLAY (CL)

LIMEROCK

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

ϕ = Angle of Internal Friction (degrees)
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HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve

UES™

PROJECT:
GEOTECHNICAL EVALUATION
ORMOND BEACH SUBAQUEOUS
ORMOND BEACH, FLORIDA

TITLE:
SOIL DESIGN PARAMETERS

DRAWN BY: MKL	DATE: 04/17/25	PROJECT NO.: 0430.2500052.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-19
CHECKED BY: BP	DATE: 04/17/25	REPORT NO.: .		

KEY TO BORING LOGS

SYMBOLS AND ABBREVIATIONS

SYMBOL	DESCRIPTION
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
	Sample from Auger Cuttings
	Standard Penetration Test Sample
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)
RQD	Rock Quality Designation
	Stabilized Groundwater Level
	Seasonal High Groundwater Level (also referred to as the W.S.W.T.)
NE	Not Encountered
GNE	Groundwater Not Encountered
BT	Boring Terminated
-200 (%)	Fines Content or % Passing No. 200 Sieve
MC (%)	Moisture Content
LL	Liquid Limit (Atterberg Limits Test)
PI	Plasticity Index (Atterberg Limits Test)
NP	Non-Plastic (Atterberg Limits Test)
K	Coefficient of Permeability
Org. Cont.	Organic Content
G.S. Elevation	Ground Surface Elevation

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE GRAINED SOILS More than 50% retained on the No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels and gravel-sand-silt mixtures
			GC	Clayey gravels and gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS 5% or less passing No. 200 sieve	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Poorly graded sands and gravelly sands, little or no fines
		SANDS with 12% or more passing No. 200 sieve	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SIOLS 50% or more passes the No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic silts, micaceous or diamicaceous fine sands or silts, elastic silts
			CH	Inorganic clays or clays of high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
			PT	Peat, muck and other highly organic soils

*Based on the material passing the 3-inch (75 mm) sieve
** Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

RELATIVE DENSITY
(Sands and Gravels)
Very loose – Less than 4 Blow/Foot
Loose – 4 to 10 Blows/Foot
Medium Dense – 11 to 30 Blows/Foot
Dense – 31 to 50 Blows/Foot
Very Dense – More than 50 Blows/Foot

CONSISTENCY
(Silts and Clays)
Very Soft – Less than 2 Blows/Foot
Soft – 2 to 4 Blows/Foot
Firm – 5 to 8 Blows/Foot
Stiff – 9 to 15 Blows/Foot
Very Stiff – 16 to 30 Blows/Foot
Hard – More than 30 Blows/Foot

RELATIVE HARDNESS
(Limestone)
Soft – 100 Blows for more than 2 Inches
Hard – 100 Blows for less than 2 Inches

MODIFIERS

These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample
Trace – 5% or less
With Silt or With Clay – 6% to 11%
Silty or Clayey – 12% to 30%
Very Silty or Very Clayey – 31% to 50%

These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample
Trace – Less than 3%
Few – 3% to 4%
Some – 5% to 8%
Many – Greater than 8%

These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample
Trace – 5% or less
Few – 6% to 12%
Some – 13% to 30%
Many – 31% to 50%

APPENDIX B

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

GEOTECHNICAL BUSINESS COUNCIL
of the Geoprofessional Business Association

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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CONSTRAINTS & RESTRICTIONS

The intent of this document is to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.



APPENDIX C
SUBSURFACE REPORTS

TEST HOLE REPORT

FORM BY/TECHS: DATE: 9-1-2025

SHEET/DRAWING #: 1 TH# 1

PROJECT: Halifax River Test Holes

CLIENT: A.D.S.

UTILITY LOCATED: REC. WATER **WATER** ELECTRIC TELEPHONE COMMUNICATION SANITARY GAS
STORM IRRIGATION UNKNOWN

CONDITION: POOR **FAIR** GOOD

MATERIAL FOUND: **CI** DI STEEL RCP PVC POLY AC PCCP ROUGH POUR
SMOOTH POUR DB CBL VCPX TILE DUCT T.COTTA OTHER:

SOIL CONDITION: MOIST WET **DRY** **SANDY** ROCKY DEBRIS SUBMERGED

VISUALLY VERIFIED? **YES** NO

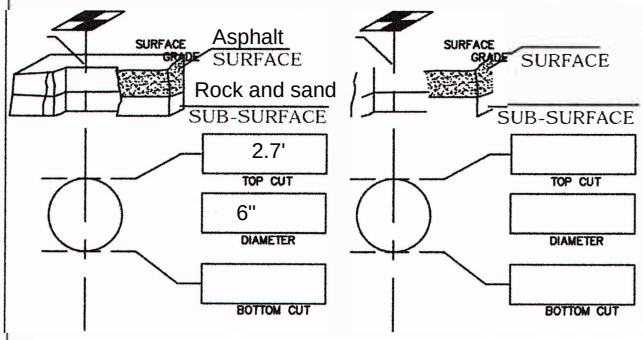
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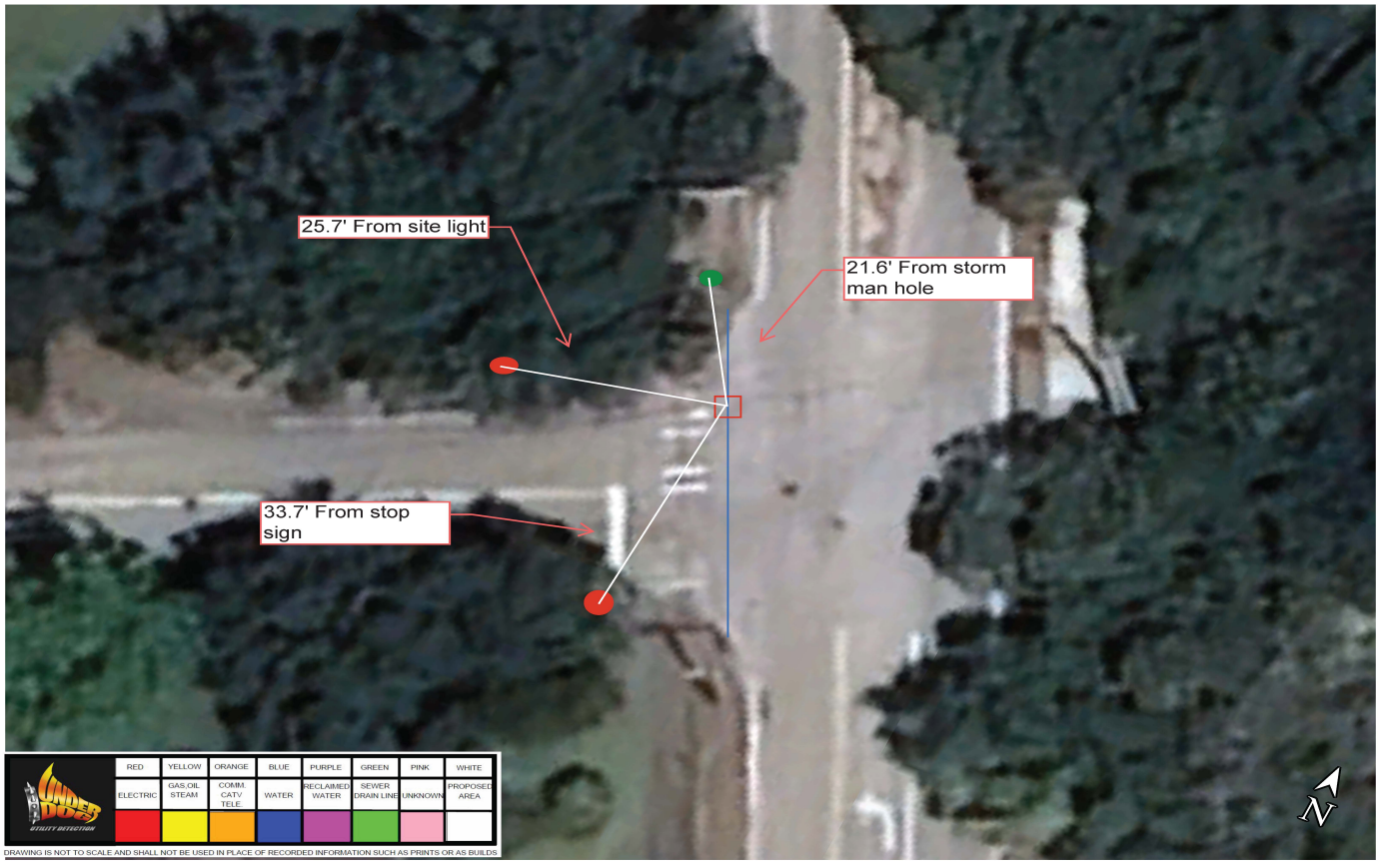
N.T.S.

TH#:- SURFACE: SOFT **HARD**
FACING: **N** **S** E W

TH#:- SURFACE: SOFT HARD
FACING: N S E W

Notes:





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TEST HOLE REPORT

FORM BY/TECHS:

DATE: 9-1-2025

SHEET/DRAWING #: 2

TH# 2

PROJECT: Halifax River Test Holes

CLIENT: A.D.S.

UTILITY LOCATED: REC. WATER WATER ELECTRIC TELEPHONE COMMUNICATION SANITARY GAS STORM IRRIGATION UNKNOWN

CONDITION: POOR FAIR GOOD

MATERIAL FOUND: CI DI STEEL RCP PVC POLY AC PCCP ROUGH POUR SMOOTH POUR DB CBL VCPX TILE DUCT T.COTTA OTHER:

SOIL CONDITION: MOIST WET DRY SANDY ROCKY DEBRIS SUBMERGED

VISUALLY VERIFIED? YES NO

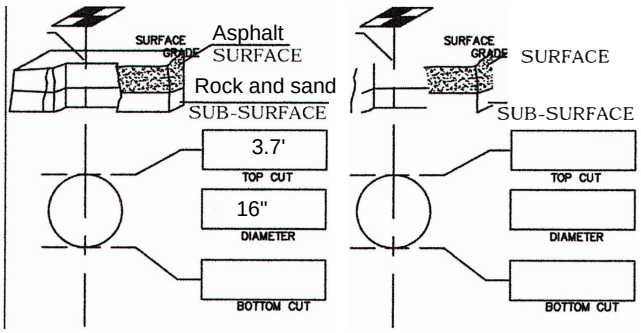
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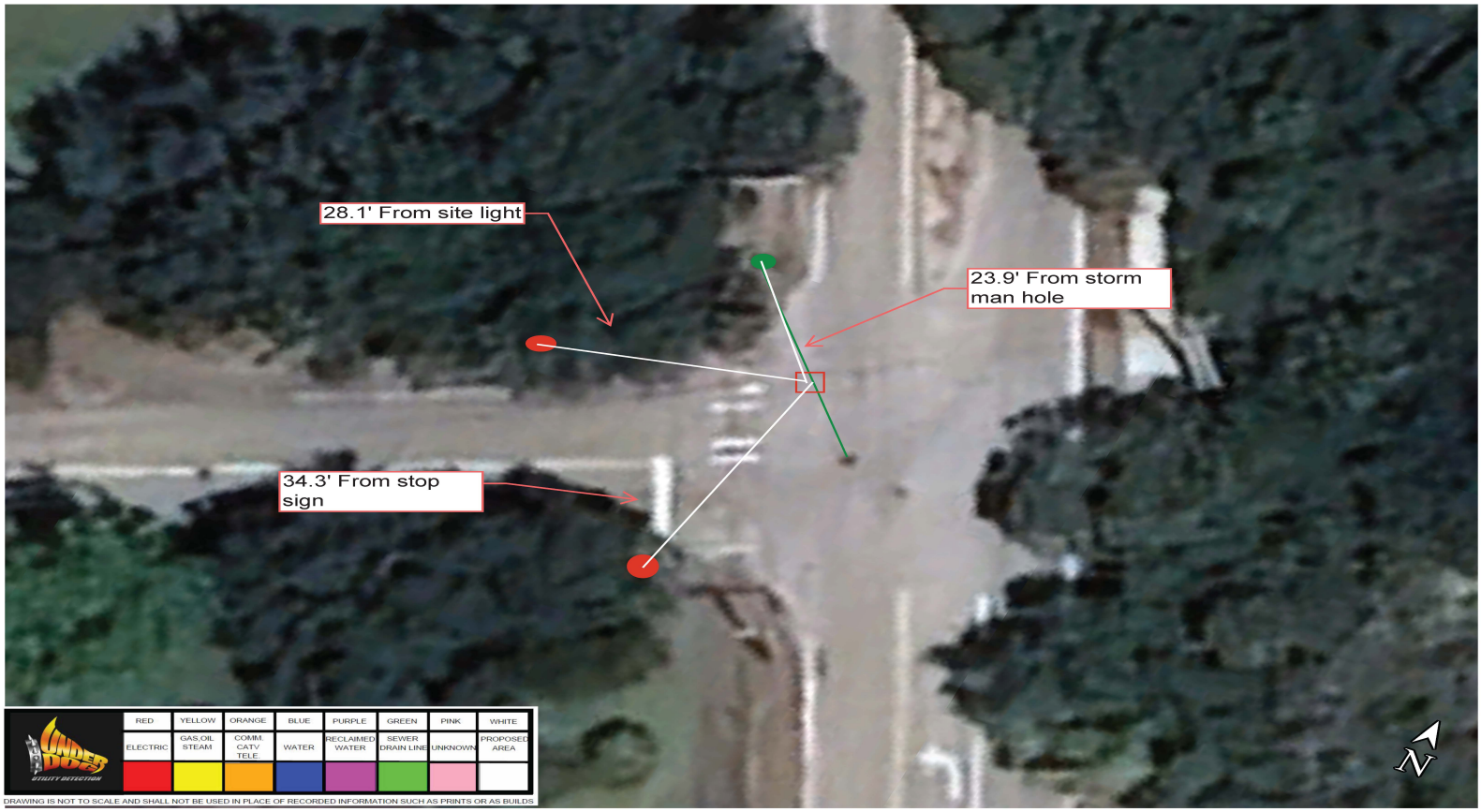
N.T.S.

TH#: SURFACE: SOFT HARD FACING: N S E W

TH#: SURFACE: SOFT HARD FACING: N S E W

Notes:





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TEST HOLE REPORT

FORM BY/TECHS: DATE: 9-1-2025

SHEET/DRAWING #: 3 TH# 3

PROJECT: Halifax River Test Holes

CLIENT: A.D.S.

UTILITY LOCATED: REC. WATER WATER ELECTRIC TELEPHONE COMMUNICATION **SANITARY** GAS
STORM IRRIGATION UNKNOWN

CONDITION: POOR FAIR **GOOD**

MATERIAL FOUND: **CI** DI STEEL RCP PVC POLY AC PCCP ROUGH POUR
SMOOTH POUR DB CBL VCPX TILE DUCT T.COTTA OTHER:

SOIL CONDITION: MOIST **WET** DRY **SANDY** ROCKY DEBRIS SUBMERGED

VISUALLY VERIFIED? **YES** NO

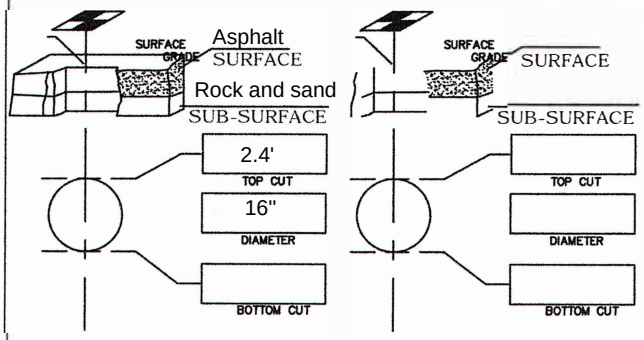
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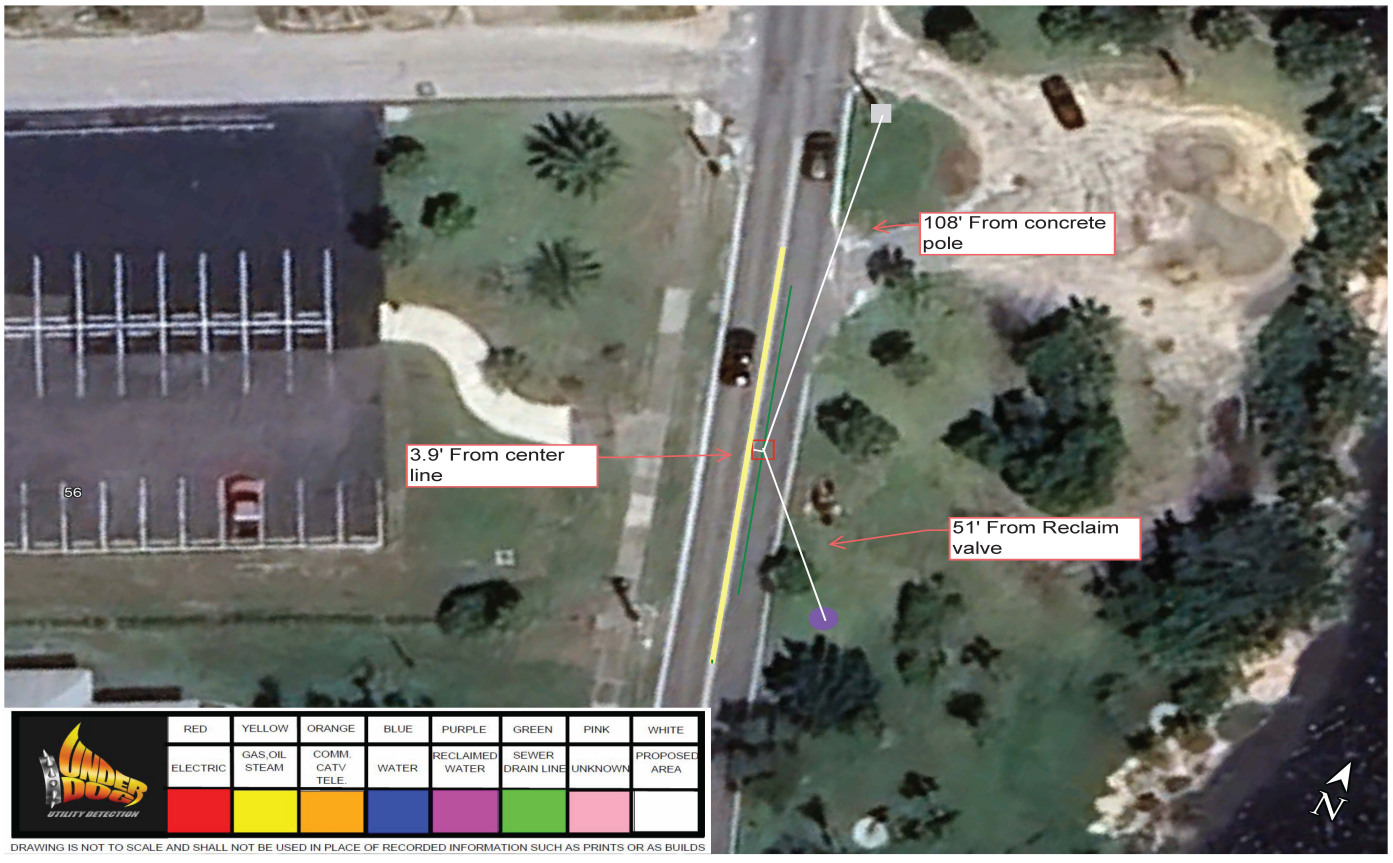
N.T.S.

TH#:- SURFACE: SOFT **HARD**
FACING: **N** **S** E W

TH#:- SURFACE: SOFT HARD
FACING: N S E W

Notes: Water table @ 2.7'





RED	YELLOW	ORANGE	BLUE	PURPLE	GREEN	PINK	WHITE
ELECTRIC	GAS,OIL STEAM	COMM. CATV TELE.	WATER	RECLAIMED WATER	SEWER DRAIN LINE	UNKNOWN	PROPOSED AREA

DRAWING IS NOT TO SCALE AND SHALL NOT BE USED IN PLACE OF RECORDED INFORMATION SUCH AS PRINTS OR AS BUILDS

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TEST HOLE REPORT

FORM BY/TECHS: DATE: 9-1-2025

SHEET/DRAWING #: 4 TH# 4

PROJECT: Halifax River Test Holes

CLIENT: A.D.S.

UTILITY LOCATED: [REC. WATER] WATER ELECTRIC TELEPHONE COMMUNICATION SANITARY GAS STORM IRRIGATION UNKNOWN

CONDITION: POOR [FAIR] GOOD

MATERIAL FOUND: [CI] DI STEEL RCP PVC POLY AC PCCP ROUGH POUR SMOOTH POUR DB CBL VCPX TILE DUCT T.COTTA OTHER:

SOIL CONDITION: MOIST WET [DRY] [SANDY] ROCKY DEBRIS SUBMERGED

VISUALLY VERIFIED? [YES] NO

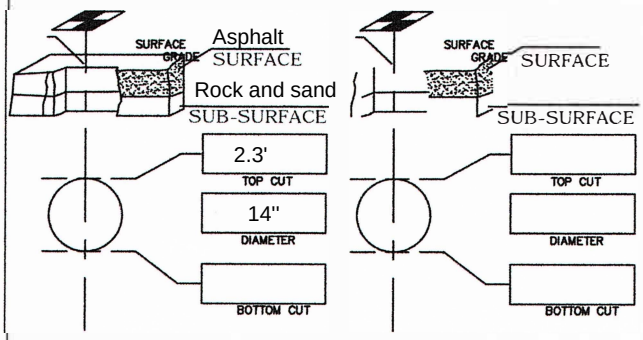
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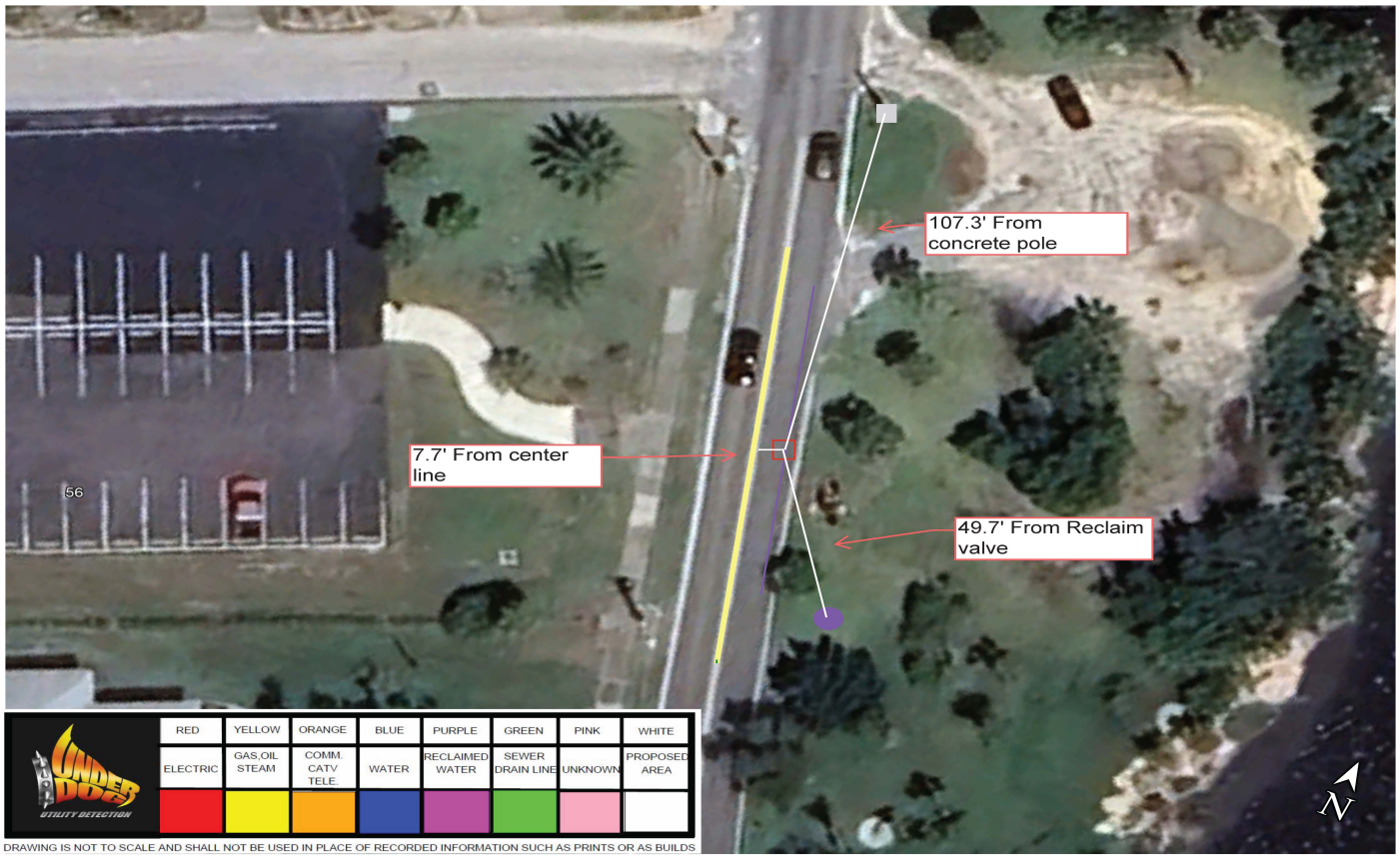
N.T.S.

TH#:- SURFACE: SOFT [HARD] FACING: [N] [S] E W

TH#:- SURFACE: SOFT HARD FACING: N S E W

Notes: Water table @ 2.7'





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TEST HOLE REPORT

FORM BY/TECHS: DATE: 9-1-2025

SHEET/DRAWING #: 5 TH#5

PROJECT: Halifax River Test Holes

CLIENT: A.D.S.

UTILITY LOCATED: REC. WATER **WATER** ELECTRIC TELEPHONE COMMUNICATION SANITARY GAS STORM IRRIGATION UNKNOWN

CONDITION: POOR FAIR GOOD

MATERIAL FOUND: **CI** DI STEEL RCP PVC POLY AC PCCP ROUGH POUR SMOOTH POUR DB CBL VCPX TILE DUCT T.COTTA OTHER:

SOIL CONDITION: MOIST WET **DRY** **SANDY** ROCKY DEBRIS SUBMERGED

VISUALLY VERIFIED? YES **NO**

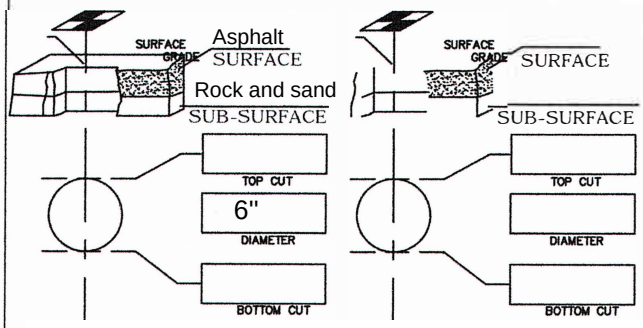
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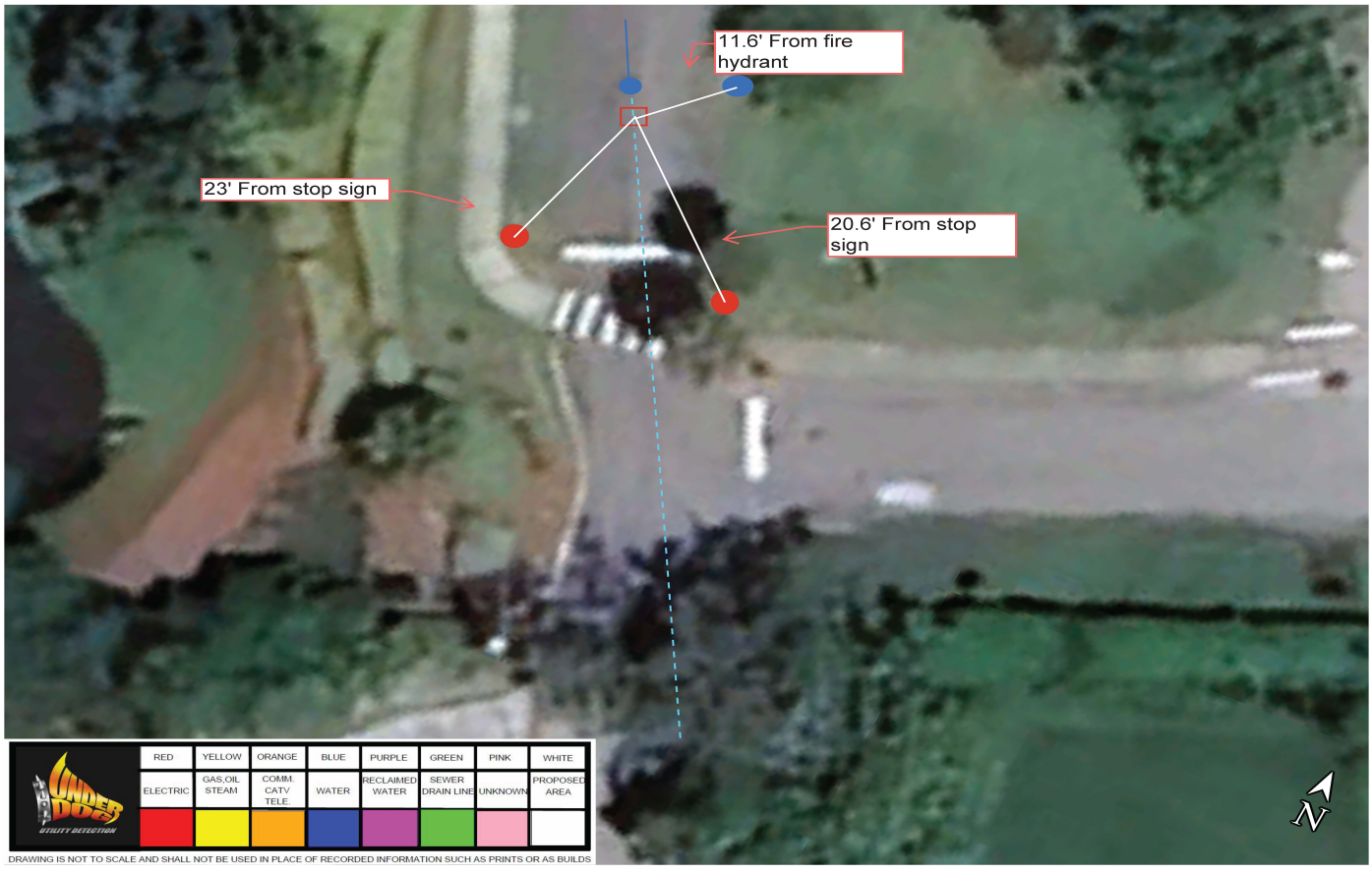
N.T.S.

TH#:- SURFACE: SOFT **HARD** FACING: **N** **S** E W

TH#:- SURFACE: SOFT HARD FACING: N S E W

Notes: No visual on radar, No signal on EM. Dug hole close to Valve and made no discoveries.





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TEST HOLE REPORT

FORM BY/TECHS: DATE: 9-1-2025

SHEET/DRAWING #: 6 TH# 6

PROJECT: Halifax River Test Holes

CLIENT: A.D.S.

UTILITY LOCATED: REC. WATER WATER ELECTRIC TELEPHONE COMMUNICATION **SANITARY** GAS
STORM IRRIGATION UNKNOWN

CONDITION: POOR FAIR GOOD

MATERIAL FOUND: **CI** DI **STEEL** RCP PVC POLY AC PCCP ROUGH POUR
SMOOTH POUR DB CBL VCPX TILE DUCT T.COTTA OTHER:

SOIL CONDITION: MOIST WET **DRY** **SANDY** ROCKY DEBRIS SUBMERGED

VISUALLY VERIFIED? YES **NO**

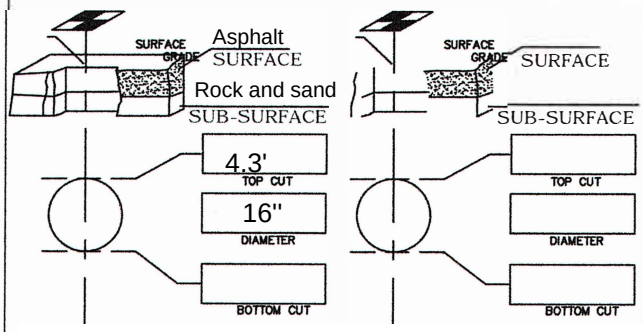
N

N.T.S.

TH#:- SURFACE: SOFT **HARD**
FACING: **N** **S** E W

TH#:- SURFACE: SOFT HARD
FACING: N S E W

Notes: 16" Possibly metallic sanitary F.M.





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TEST HOLE REPORT

FORM BY/TECHS: DATE: 9-1-2025

SHEET/DRAWING #: 7 TH# 7

PROJECT: Halifax River Test Holes

CLIENT: A.D.S.

UTILITY LOCATED: REC. WATER WATER ELECTRIC TELEPHONE COMMUNICATION SANITARY GAS
STORM IRRIGATION UNKNOWN

CONDITION: POOR FAIR GOOD

MATERIAL FOUND: CI DI STEEL RCP PVC POLY AC PCCP ROUGH POUR
SMOOTH POUR DB CBL VCPX TILE DUCT T.COTTA OTHER:

SOIL CONDITION: MOIST WET DRY SANDY ROCKY DEBRIS SUBMERGED

VISUALLY VERIFIED? YES NO

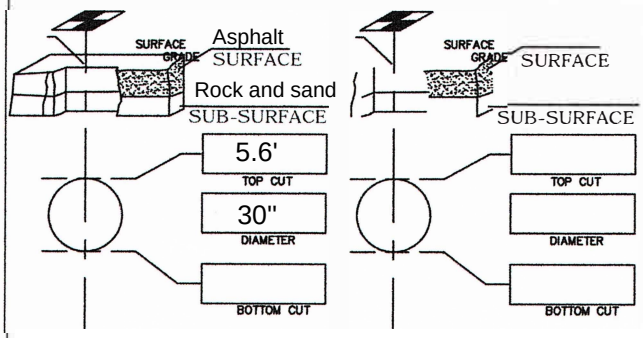
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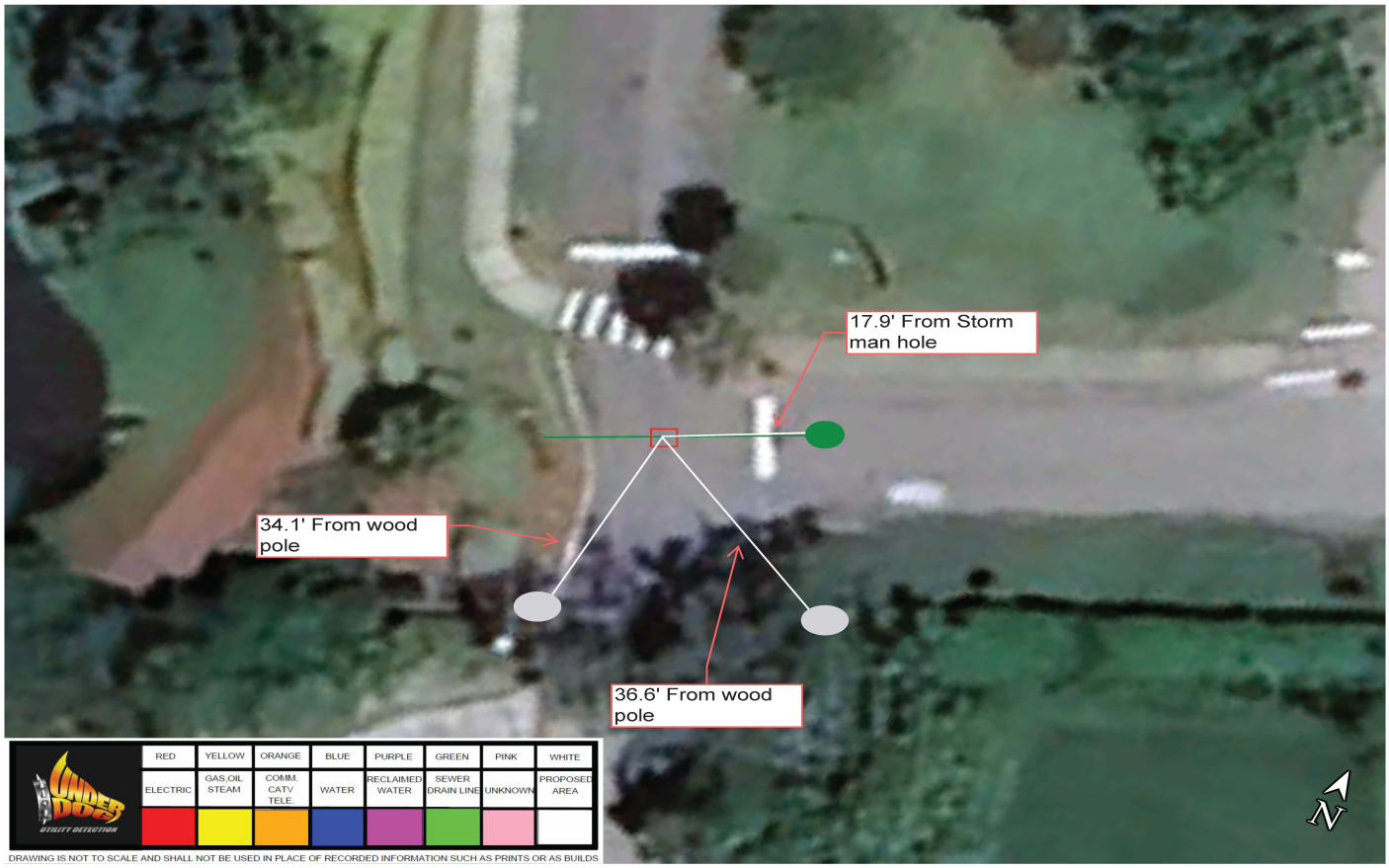
N.T.S.

TH#:- SURFACE: SOFT HARD
FACING: N S E W

TH#:- SURFACE: SOFT HARD
FACING: N S E W

Notes:





RED	YELLOW	ORANGE	BLUE	PURPLE	GREEN	PINK	WHITE
ELECTRIC	GAS,OIL STEAM	COMM. CATV TELE.	WATER	RECLAIMED WATER	SEWER DRAIN LINE	UNKNOWN	PROPOSED AREA

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TEST HOLE REPORT

FORM BY/TECHS: DATE: 9-1-2025

SHEET/DRAWING #: 8 TH# 8

PROJECT: Halifax River Test Holes

CLIENT: A.D.S.

UTILITY LOCATED: REC. WATER WATER ELECTRIC TELEPHONE **COMMUNICATION** SANITARY GAS
STORM IRRIGATION UNKNOWN

CONDITION: POOR FAIR **GOOD**

MATERIAL FOUND: CI DI STEEL RCP PVC POLY AC PCCP ROUGH POUR
SMOOTH POUR **DB CBL** VCPX TILE DUCT T.COTTA OTHER:

SOIL CONDITION: **MOIST** WET DRY **SANDY** ROCKY DEBRIS SUBMERGED

VISUALLY VERIFIED? **YES** NO

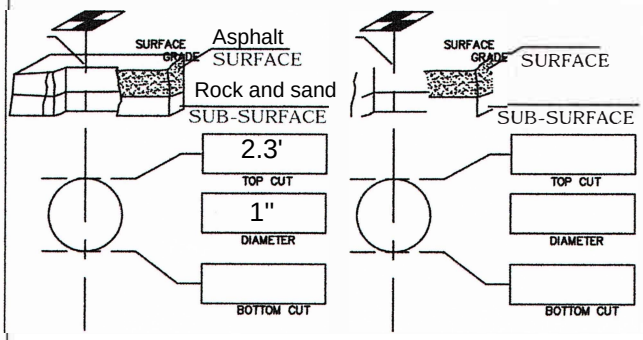
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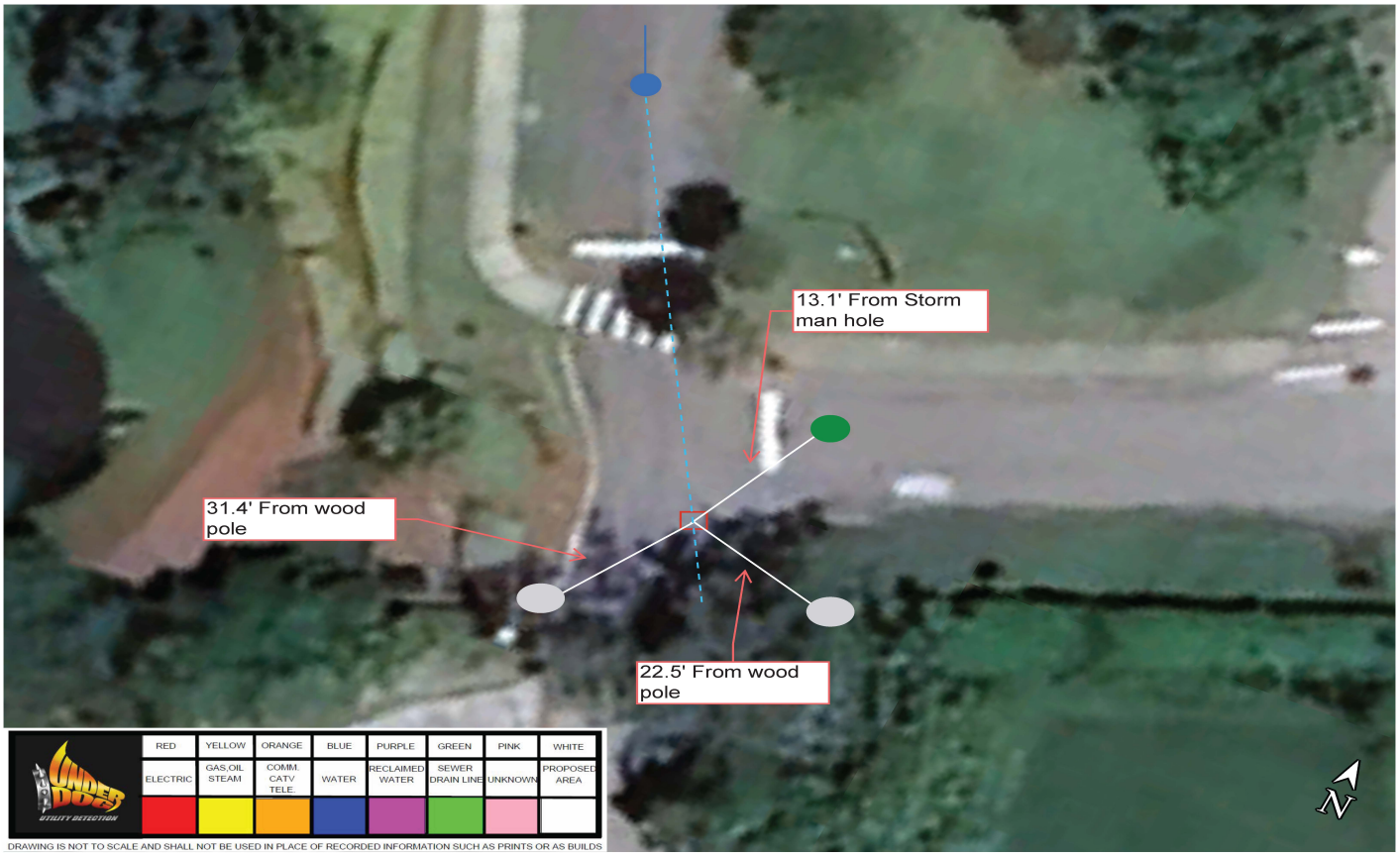
N.T.S.

TH#:- SURFACE: SOFT **HARD** FACING: **N** **S** E W

TH#:- SURFACE: SOFT HARD FACING: N S E W

Notes: No visual, No signal, Found 1" Direct Buried Communication line.





DRAWING IS NOT TO SCALE AND SHALL NOT BE USED IN PLACE OF RECORDED INFORMATION SUCH AS PRINTS OR AS BUILDS

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TEST HOLE REPORT

FORM BY/TECHS: DATE: 9-1-2025

SHEET/DRAWING #: 9 TH# 9

PROJECT: Halifax River Test Holes

CLIENT: A.D.S.

UTILITY LOCATED: REC. WATER WATER ELECTRIC TELEPHONE **COMMUNICATION** SANITARY GAS
STORM IRRIGATION UNKNOWN

CONDITION: POOR FAIR GOOD

MATERIAL FOUND: CI DI STEEL RCP PVC **POLY** AC PCCP ROUGH POUR
SMOOTH POUR DB CBL VCPX TILE DUCT T.COTTA OTHER:

SOIL CONDITION: MOIST WET **DRY** **SANDY** ROCKY DEBRIS SUBMERGED

VISUALLY VERIFIED? YES **NO**

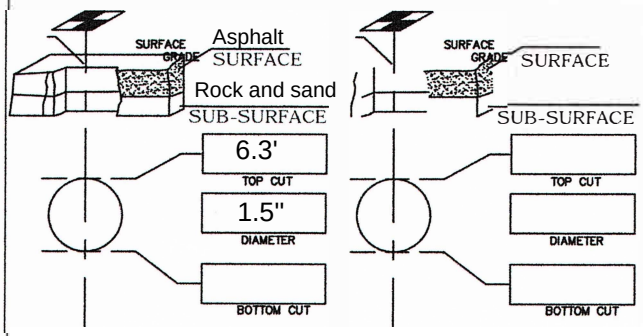
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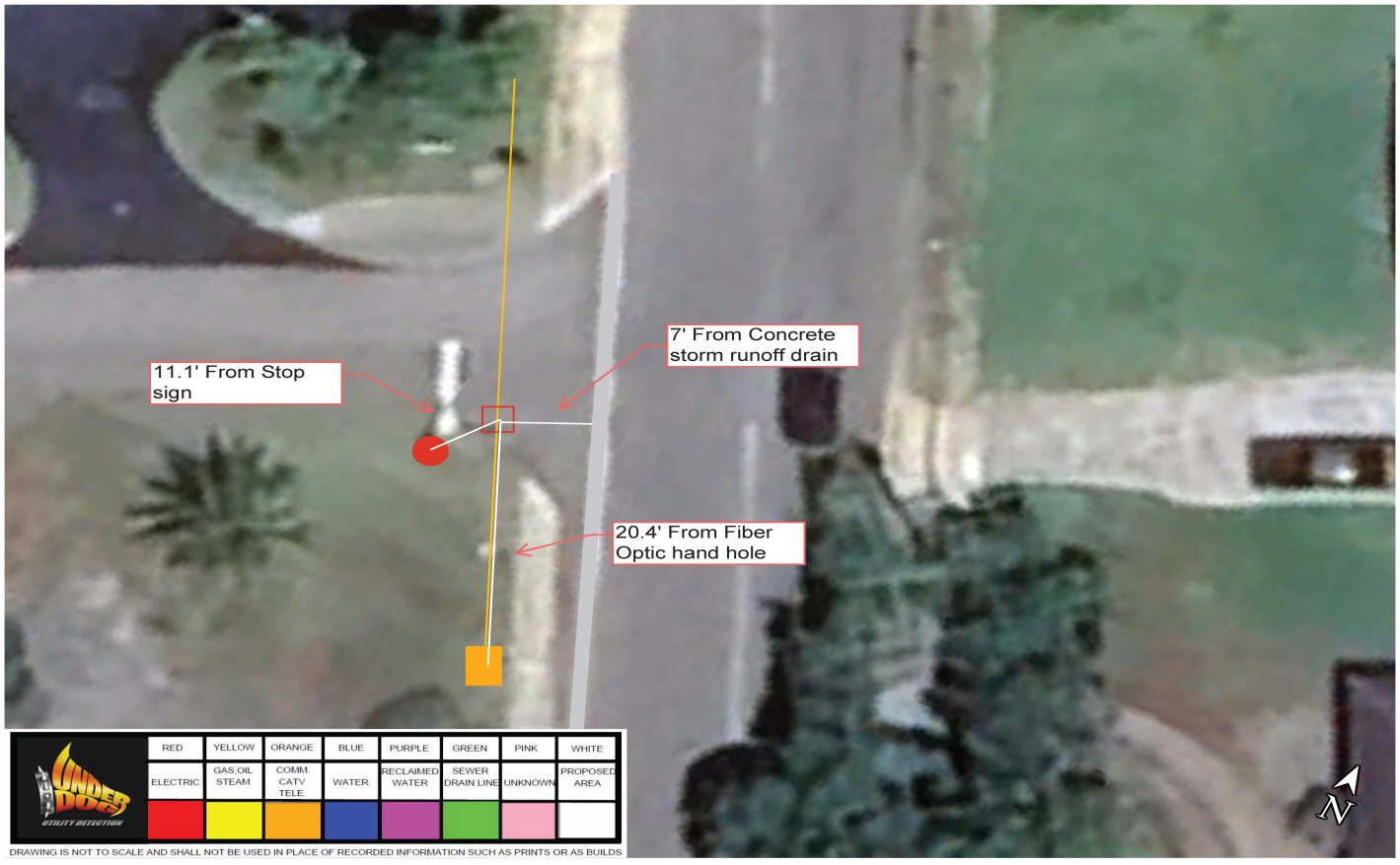
N.T.S.

TH#: SURFACE: SOFT **HARD** FACING: **N** **S** E W

TH#: SURFACE: SOFT HARD FACING: N S E W

Notes:





RED	YELLOW	ORANGE	BLUE	PURPLE	GREEN	PINK	WHITE
ELECTRIC	GAS,OIL STEAM	COMM. CATV TELE.	WATER	RECLAIMED WATER	SEWER DRAIN LINE	UNKNOWN	PROPOSED AREA

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TEST HOLE REPORT

FORM BY/TECHS:

DATE: 9-1-2025

SHEET/DRAWING #: 10

TH# 10

PROJECT: Halifax River Test Holes

CLIENT: A.D.S.

UTILITY LOCATED: [REC. WATER] WATER ELECTRIC TELEPHONE COMMUNICATION SANITARY GAS STORM IRRIGATION UNKNOWN

CONDITION: POOR FAIR GOOD

MATERIAL FOUND: CI DI STEEL RCP PVC [POLY] AC PCCP ROUGH POUR SMOOTH POUR DB CBL VCPX TILE DUCT T.COTTA OTHER:

SOIL CONDITION: MOIST WET [DRY] [SANDY] ROCKY DEBRIS SUBMERGED

VISUALLY VERIFIED? YES [NO]

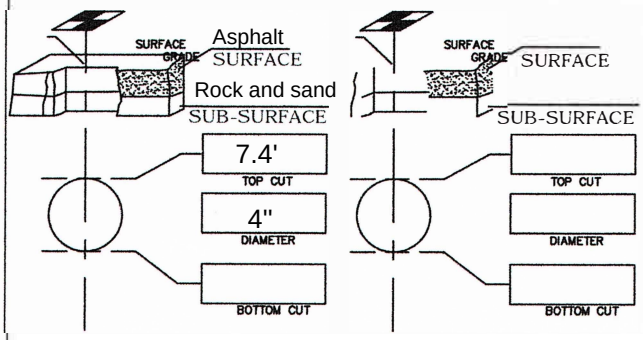
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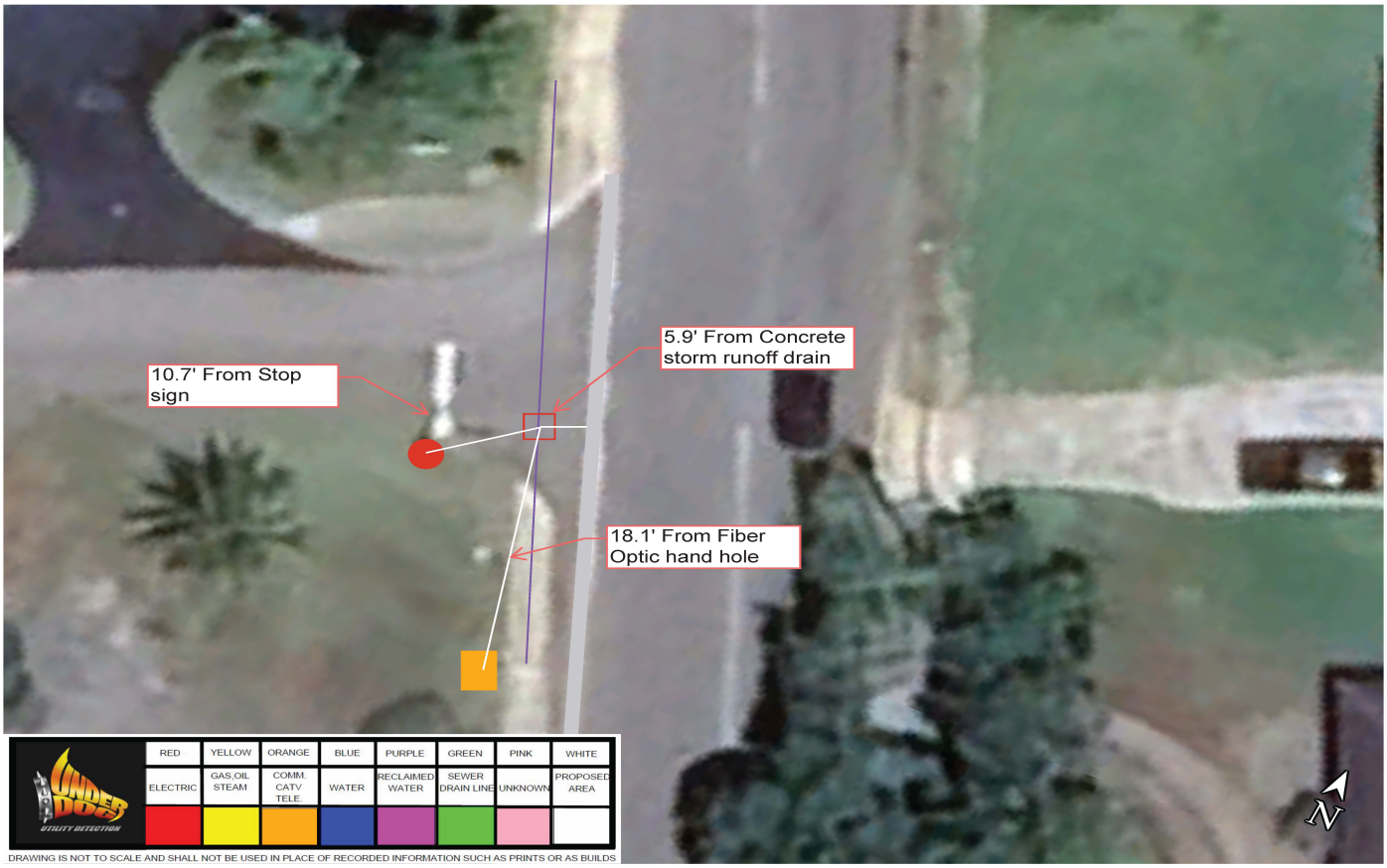
N.T.S.

TH#:- SURFACE: SOFT [HARD]
FACING: [N] [S] E W

TH#:- SURFACE: SOFT HARD
FACING: N S E W

Notes:





RED	YELLOW	ORANGE	BLUE	PURPLE	GREEN	PINK	WHITE
ELECTRIC	GAS,OIL STEAM	COMM. CATV TELE.	WATER	RECLAIMED WATER	SEWER DRAIN LINE	UNKNOWN	PROPOSED AREA

DRAWING IS NOT TO SCALE AND SHALL NOT BE USED IN PLACE OF RECORDED INFORMATION SUCH AS PRINTS OR AS BUILDS

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TEST HOLE REPORT

FORM BY/TECHS: DATE: 9-1-2025

SHEET/DRAWING #: 11 TH# 11

PROJECT: Halifax River Test Holes

CLIENT: A.D.S.

UTILITY LOCATED: REC. WATER WATER **ELECTRIC** **TELEPHONE** **COMMUNICATION** SANITARY GAS
STORM IRRIGATION UNKNOWN

CONDITION: POOR FAIR GOOD

MATERIAL FOUND: CI DI STEEL RCP **PVC** **POLY** AC PCCP ROUGH POUR
SMOOTH POUR DB CBL VCPX TILE DUCT T.COTTA OTHER:

SOIL CONDITION: MOIST WET **DRY** **SANDY** ROCKY DEBRIS SUBMERGED

VISUALLY VERIFIED? **YES** NO

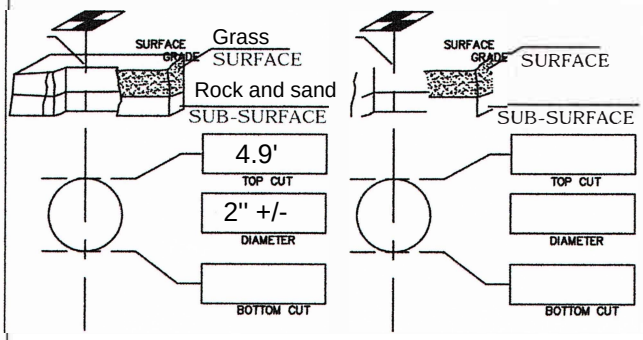
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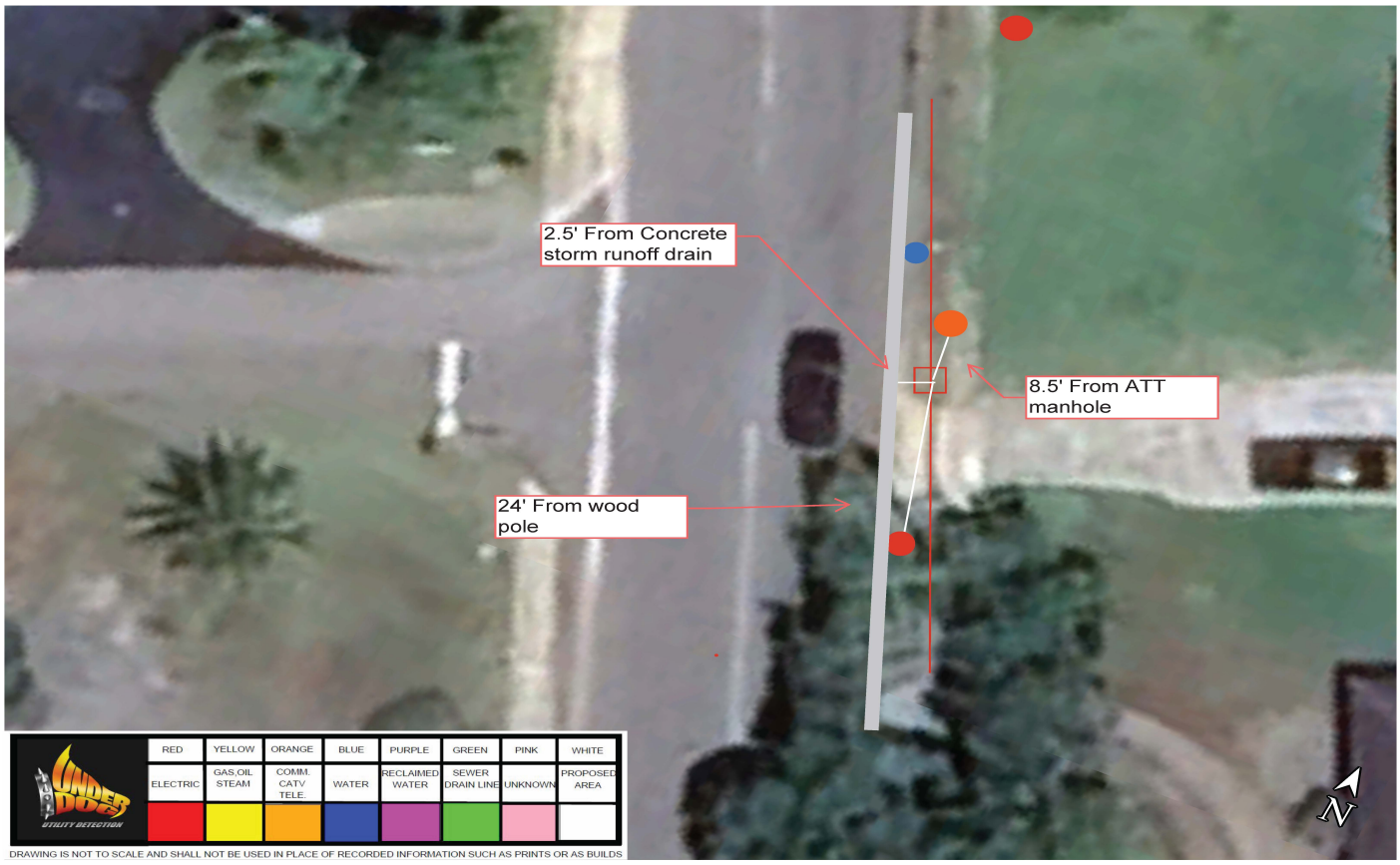
N.T.S.

TH#:- SURFACE: **SOFT** HARD FACING: **N** **S** E W

TH#:- SURFACE: SOFT HARD FACING: N S E W

Notes: Possible 2" poly/PVC Comm or Electric @ 4.9'





RED	YELLOW	ORANGE	BLUE	PURPLE	GREEN	PINK	WHITE
ELECTRIC	GAS,OIL STEAM	COMM. CATV TELE	WATER	RECLAIMED WATER	SEWER DRAIN LINE	UNKNOWN	PROPOSED AREA

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UNDERDOG UTILITY DETECTION LLC. Utility Locating Services (561)-870-4943

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TEST HOLE REPORT

FORM BY/TECHS: DATE: 9-1-2025

SHEET/DRAWING #: 12 TH# 12

PROJECT: Halifax River Test Holes

CLIENT: A.D.S.

UTILITY LOCATED: REC. WATER **WATER** ELECTRIC TELEPHONE COMMUNICATION SANITARY GAS
STORM IRRIGATION UNKNOWN

CONDITION: **POOR** FAIR GOOD

MATERIAL FOUND: **CI** DI STEEL RCP PVC POLY AC PCCP ROUGH POUR
SMOOTH POUR DB CBL VCPX TILE DUCT T.COTTA OTHER:

SOIL CONDITION: MOIST WET **DRY** **SANDY** ROCKY DEBRIS SUBMERGED

VISUALLY VERIFIED? **YES** NO

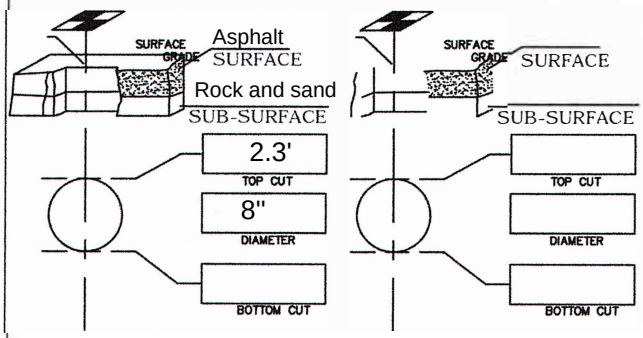
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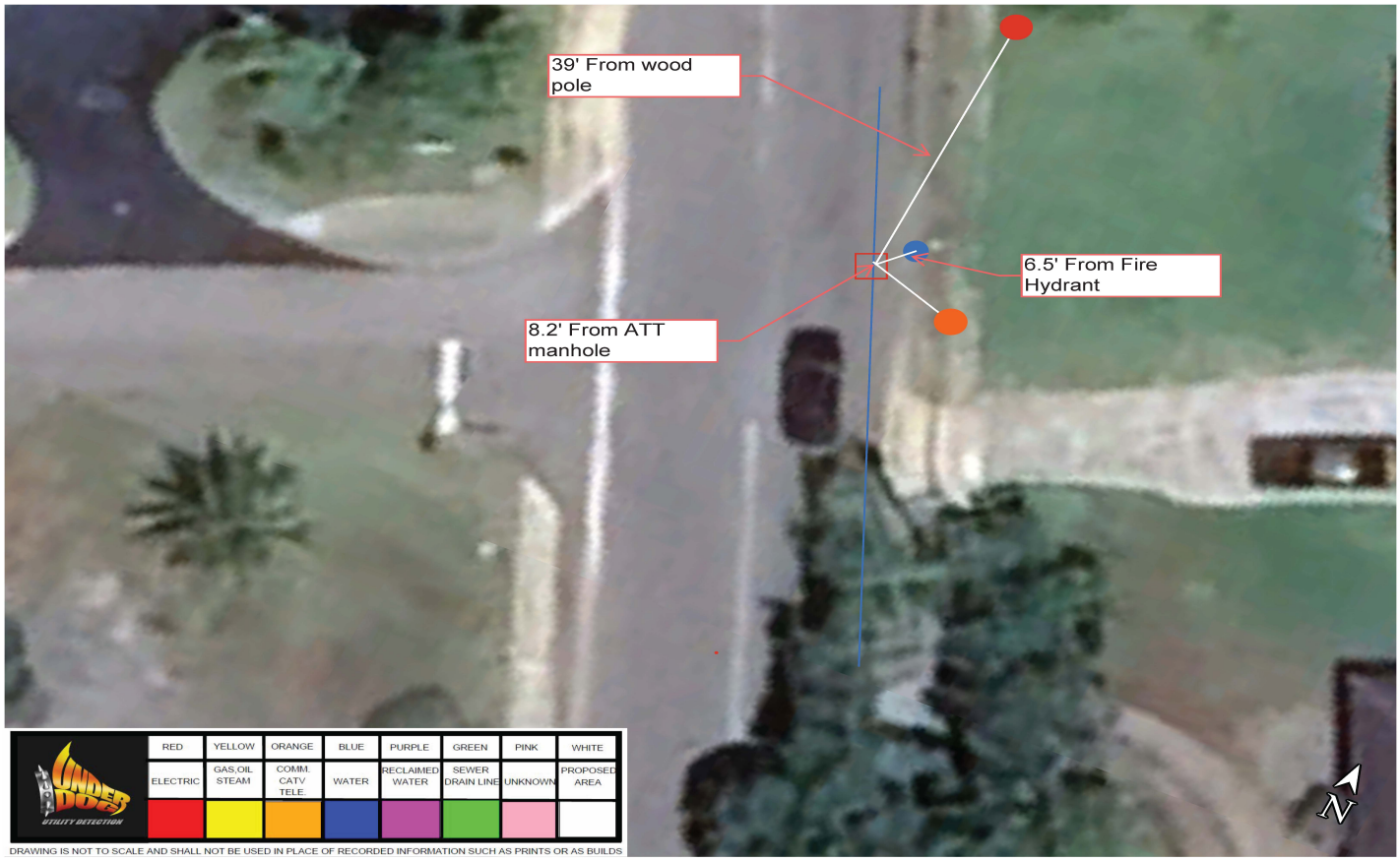
N.T.S.

TH#:- SURFACE: SOFT **HARD** FACING: **N** **S** E W

TH#:- SURFACE: SOFT HARD FACING: N S E W

Notes:





RED	YELLOW	ORANGE	BLUE	PURPLE	GREEN	PINK	WHITE
ELECTRIC	GAS,OIL STEAM	COMM. CATV TELE.	WATER	RECLAIMED WATER	SEWER DRAIN LINE	UNKNOWN	PROPOSED AREA

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TEST HOLE REPORT

FORM BY/TECHS:

DATE: 9-1-2025

SHEET/DRAWING #: 13

TH# 13

PROJECT: Halifax River Test Holes

CLIENT: A.D.S.

UTILITY LOCATED: [REC. WATER] WATER ELECTRIC TELEPHONE COMMUNICATION SANITARY GAS STORM IRRIGATION UNKNOWN

CONDITION: POOR FAIR GOOD

MATERIAL FOUND: CI DI STEEL RCP [PVC] [POLY] AC PCCP ROUGH POUR SMOOTH POUR DB CBL VCPX TILE DUCT T.COTTA OTHER:

SOIL CONDITION: MOIST WET [DRY] [SANDY] ROCKY DEBRIS SUBMERGED

VISUALLY VERIFIED? YES [NO]

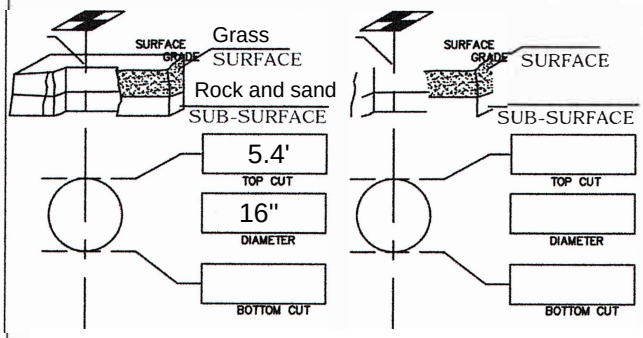
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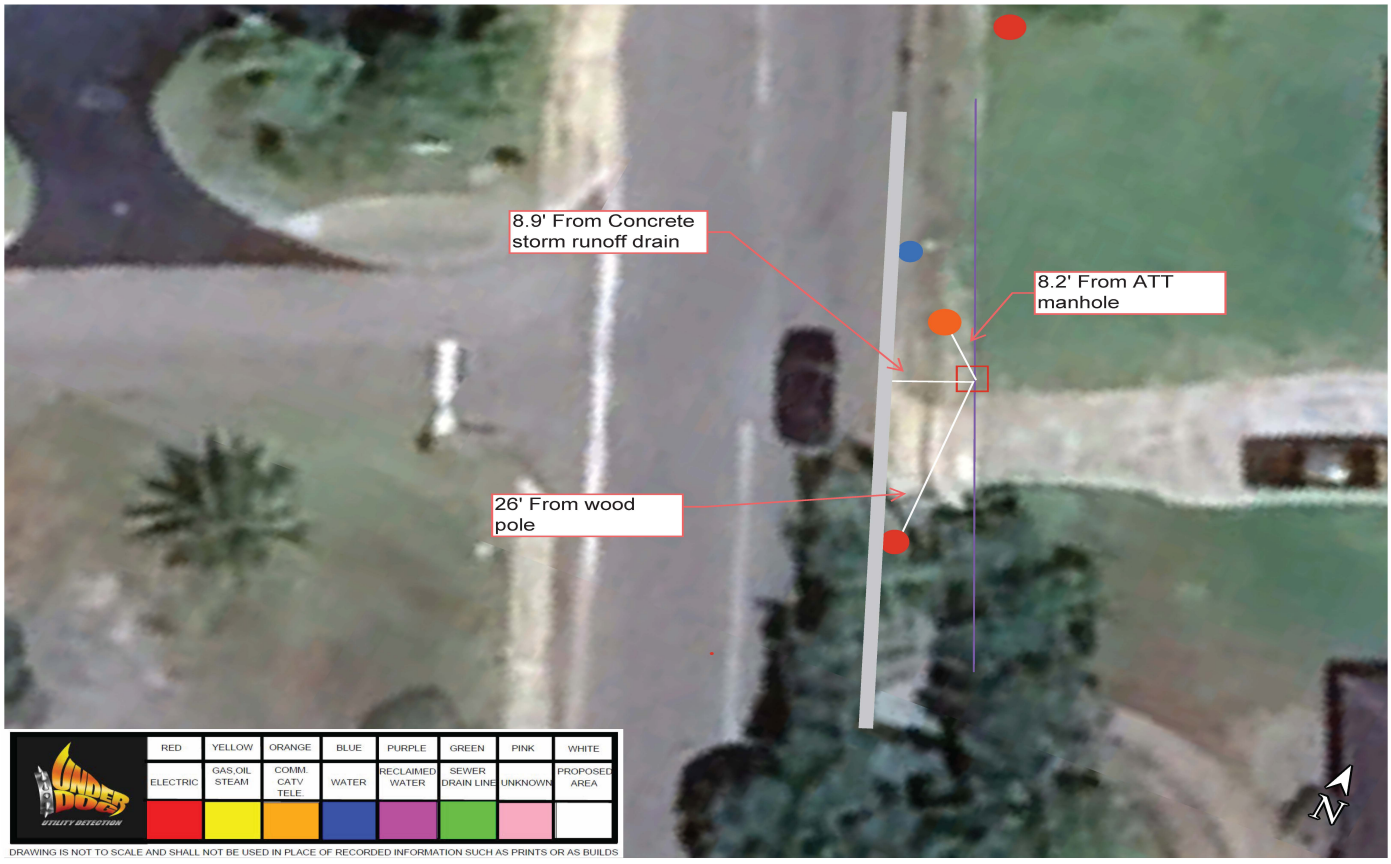
N.T.S.

TH#:- SURFACE [SOFT] HARD FACING: [N] [S] E W

TH#:- SURFACE: SOFT HARD FACING: N S E W

Notes:





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TEST HOLE REPORT

FORM BY/TECHS: DATE: 9-1-2025

SHEET/DRAWING #: 14 TH# 14

PROJECT: Halifax River Test Holes

CLIENT: A.D.S.

UTILITY LOCATED: REC. WATER **WATER** ELECTRIC TELEPHONE COMMUNICATION SANITARY GAS STORM IRRIGATION UNKNOWN

CONDITION: POOR **FAIR** GOOD

MATERIAL FOUND: **CI** DI STEEL RCP PVC POLY AC PCCP ROUGH POUR SMOOTH POUR DB CBL VCPX TILE DUCT T.COTTA OTHER:

SOIL CONDITION: MOIST WET **DRY** **SANDY** ROCKY DEBRIS SUBMERGED

VISUALLY VERIFIED? **YES** NO

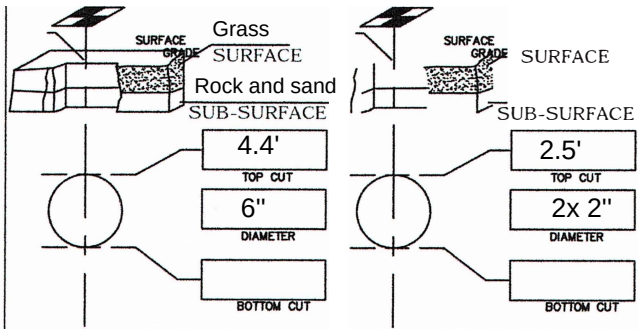
N

N.T.S.

TH#: SURFACE: **SOFT** HARD FACING: **N** **S** E W

TH#: SURFACE: **SOFT** HARD FACING: **N** **S** E W

Notes: Possible 6" Poly/PVC water main @4.4'
2x 2" Direct buried FPL Electric @ 2.5'





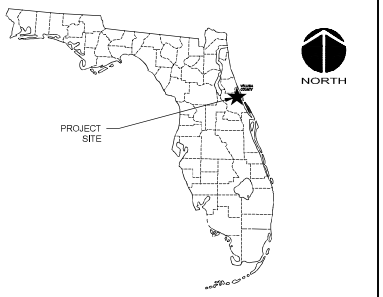
RED	YELLOW	ORANGE	BLUE	PURPLE	GREEN	PINK	WHITE
ELECTRIC	GAS,OIL STEAM	COMM. CATV TELE	WATER	RECLAIMED WATER	SEWER DRAIN LINE	UNKNOWN	PROPOSED AREA

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

BID NO. 2026-18
JANUARY 2026
ISSUED FOR BID NOT FOR CONSTRUCTION



VICINITY MAP — NOT TO SCALE

PROJECT NAME: HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

OWNER/DEVELOPER:
THE CITY OF ORMOND BEACH

CITY COMMISIONERS:
LORI TOLLAND
TRAVIS SARGENT
KRISTIN DEATON
HAROLD BRILEY

MAYOR:
JASON LESLIE

CITY MANAGER
JOYCE SHANAHAN

McKIM&CREED
139 Executive Circle, Suite 201
Daytona Beach, FL 32114-7102
Phone: (386) 274-2828, Fax: (386) 274-1393

CA Lic. No. 29588
www.mckimcreed.com

PROJECT INFORMATION



SITE MAP — SCALE: 1" = 200'

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G02	ABBREVIATIONS, SYMBOLS AND LEGENDS
G03	SURVEYORS LEGEND, ABBREVIATIONS AND LEGENDS
G04	GENERAL NOTES
G05	GENERAL NOTES
G06	GENERAL NOTES
G07	KEY MAP
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C01A	STA. 103+80 - STA. 108+80 TOMOKA AVE UTILITIES OPEN CUT
C02	STA. 109+00 - STA. 114+20 HALIFAX RIVER UTILITIES HDD
C02A	STA. 109+00 - STA. 114+20 TOMOKA AVE. UTILITIES OPEN CUT
C03	STA. 114+20 - STA. 119+40 HALIFAX RIVER UTILITIES
C04	STA. 119+40 - STA. 124+60 HALIFAX RIVER UTILITIES
C05	STA. 124+60 - STA. 129+80 HALIFAX RIVER UTILITIES
C06	STA. 129+80 - STA. 135+00 HALIFAX RIVER UTILITIES
C07	STA. 135+00 - STA. 140+20 HALIFAX RIVER UTILITIES
C08	STA. 140+20 - STA. 145+40 CASEMENTS DRIVE UTILITIES
C09	STA. 145+40 - STA. 147+60 CASEMENTS DRIVE UTILITIES
C10	STA. 200+00 - STA. 205+20 BEACH STREET UTILITIES
C11	STA. 205+20 - STA. 210+40 BEACH STREET UTILITIES
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C15	PIPE LAYDOWN PLAN HALIFAX RIVER
C16	PIPE LAYDOWN PLAN BEACH STREET
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R03	NORTH BEACH STREET RESTRATION PLAN
R04	MAINTENANCE OF TRAFFIC DETAILS
R05	MAINTENANCE OF TRAFFIC DETAILS
DETAILS	
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D02	DETAILS
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M06	CASEMENTS DR-RIVERSIDE DR. DETOUR PLAN PHASE 1
M07	CASEMENTS DR-RIVERSIDE DR. DETOUR PLAN PHASE 2

CHARLES H. HILL LICENSE No 81509 STATE OF FLORIDA PROFESSIONAL ENGINEER
CHARLES HILL, P.E., BCEE
No. 81509

Charles H Hill

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CHARLES H. HILL, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

811 Know what's below. Call before you dig.

SHEET INDEX

PROJECT NO. 01026-0140 HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

SUBMITTAL DATE: JANUARY 2026

I:\01026\0140\ENG\80-DRAWINGS\GENERAL\GN001-010260140.DWG ---- 01/23/2026 14:36:06 MATTHEW CLARK

1 ABBREVIATIONS

1SFD	1 STORY FRAMED DWELLING
1SBKBUS	1 STORY BRICK BUSINESS
A	AIR
AC	ASBESTOS CEMENT
AL OR ALUM	ALUMINUM
ASPH	ASPHALT
ARV	AIR RELEASE VALVE
BC	BACK OF CURB
BFV	BUTTERFLY VALVE
BK	BRICK
BO	BOLLARD
BOV	BLOW OFF VALVE
BV	BALL VALVE
CATV	CABLE TELEVISION
CB	CATCH BASIN
C&G	CURB AND GUTTER
CHN	CHAIN
CI	CURB INLET
C/L, ℄	CENTERLINE
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEAN OUT
CON	CONCENTRIC
CONC	CONCRETE
CPLG	COUPLING
CPP	CORRUGATED PLASTIC PIPE
CS	COMPOST SOCK
CSF	COMBO SILT / TREE PROTECTION FENCE
CWTD	CLEAN WATER TEMPORARY DIVERSION
CV	CHECK VALVE
D	DRAIN
DI	DROP INLET / DUCTILE IRON
DIP	DUCTILE IRON PIPE
DW	DRIVE WAY
DUCT	DUCT BANK
DWG	DRAWING
EL OR ELEV	ELEVATION
EOG	EDGE OF GRAVEL
EOI	END OF INFORMATION
EP, EOP	EDGE OF PAVEMENT
EX	EXISTING
EXP	EXPANSION
LP	LIGHT POLE
LT	LIGHT
FCA	FLANGE COUPLING ADAPTER
FD	FLOOR DRAIN
FDC	FIRE DEPARTMENT CONNECTOR
FH	FIRE HYDRANT
FHA	FIRE HYDRANT ASSEMBLY
FLG	FLANGE
FLR	FLOOR
FM	FORCE MAIN
FRP	FIBERGLASS REINFORCED PIPE
FO	FIBER OPTIC
GL	GUTTER LINE
GM	GAS METER
GRAV	GRAVEL
GTS	GAS TEST STATION
GV	GAS VALVE
GW	GUY WIRE
HB	HOT BOX
HDPE	HIGH-DENSITY POLYETHYLENE
HP	HIGH POINT
HWL	HIGH WATER LEVEL
INV	INVERT ELEVATION
IPF	IRON POST FOUND
JB	JUNCTION BOX
JT	JOINT
LF	LINEAR FEET
LOD	LIMITS OF DISTURBANCE
LP	LIGHT POLE
LSA	LANDSCAPE AREA
LWL	LOW WATER LEVEL
MB	MAIL BOX
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MTL	METAL
MJ	MECHANICAL JOINT
N.C.	NORMALLY CLOSED
N.O.	NORMALLY OPEN
NIC	NOT IN CONTRACT
NWL	NORMAL WATER LEVEL
OHE/OE	OVER HEAD ELECTRIC
O/F	OVERFLOW
OU	OVER HEAD UTILITIES
PE	PLAIN END
PIV	POST INDICATOR VALVE
POLY	POLYMER
PP	POWER POLE
PRV	PRESSURE REDUCING VALVE
PV	PLUG VALVE
PVC	POLY VINYL CHLORIDE
PW	POTABLE WATER
RCP	REINFORCED CONCRETE PIPE
REC	PER RECORD
RED	REDUCER
RFCA	RESTRAINED FLANGE COUPLING ADAPTER
RJ	RESTRAINED JOINT
RK	ROCK
R/W, ROW	RIGHT OF WAY
S	SIGN
SDMH	STORM DRAIN MANHOLE
SF	SILT FENCE
SS	SANITARY SEWER
S.S.	STAINLESS STEEL
SSF	SUPER / HIGH HAZARD SILT FENCE
SSMH	SANITARY SEWER MANHOLE
STA	STATION
SUE	SUBSURFACE UTILITY ENGINEERING
SW	SIDE WALK
SVC	SERVICE
TBM	TEMPORARY BENCH MARK
TC	TERRA COTTA
TLP	TRAFFIC LIGHT POLE
TOB	TOP OF BANK
TOC	TOP OF CONCRETE
TH	TEST HOLE
TPF	TREE PROTECTION FENCE
TSBOX	TRAFFIC SIGNAL BOX
TYP	TYPICAL

1 ABBREVIATIONS CONT.

UNO	UNLESS NOTED OTHERWISE
UNK	UNKNOWN
VAR	VARIABLE
VCP	VITRIFIED CLAY PIPE
WD	WOOD
WL	WATER LINE
WM	WATER METER
WV	WATER VALVE
WWF	WELDED WIRE FABRIC
XP	CROSS LIGHT POLE
YI	YARD INLET

2 EXISTING LINE LEGEND

DESCRIPTION	LINETYPE
UNDERGROUND CABLE TV	TV
UNDERGROUND PER RECORD CABLE TV	TV(R)
UNDERGROUND ELECTRIC	E
PER RECORD UNDERGROUND ELECTRIC	E(R)
UNDERGROUND FIBER OPTIC	FO
PER RECORD UNDERGROUND FIBER OPTIC	FO(R)
SANITARY SEWER FORCEMAIN	FM
PER RECORD SANITARY SEWER FORCE MAIN	FM(R)
UNDERGROUND GAS	G
UNDERGROUND PER RECORD GAS	G(R)
OVER HEAD UTILITIES	OU
RECLAIMED WATER LINE	R
PER RECORD RECLAIMED WATER LINE	R(R)
GRAVITY SANITARY SEWER	SS
PER RECORD GRAVITY SANITARY SEWER	SS(R)
STORM DRAINAGE	
UNDERGROUND TELEPHONE	T
UNDERGROUND PER RECORD TELEPHONE	T(R)
UNDERGROUND UNKNOWN	U
WATER LINE	W
PER RECORD WATER LINE	W(R)
FENCE	
GUARD RAIL	
BACK OF CURB	
EASEMENT	
EDGE OF GRAVEL	
EDGE OF PAVEMENT	
PROPERTY LINE	
RIGHT OF WAY	
ROAD CENTER LINE	
100 YEAR FLOODPLAIN	100YF
DITCH ℄	
MAJOR CONTOUR	
MINOR CONTOUR	
RIPARIAN BUFFER ZONE 1	21
RIPARIAN BUFFER ZONE 2	22
TOP OF BANK	
TREELINE	
WATERCOURSE ℄	
WETLAND BOUNDARY	

3 PROPOSED SYMBOL LEGEND

DESCRIPTION	SYMBOL
11.25° HORIZONTAL BEND	
22.50° HORIZONTAL BEND	
45° HORIZONTAL BEND	
90° HORIZONTAL BEND	
VERTICAL BEND	
AIR RELEASE VALVE	
VALVE	
BLOWOFF VALVE	
HYDRANT	
YARD HYDRANT	
CROSS	
TEE	
TAPPING SLEEVE AND VALVE	
REDUCER	
CAP/PLUG	
POTABLE WATER SERVICE METER	
RECLAIMED WATER SERVICE METER	
EXISTING UTILITY SERVICE RECONNECTION	
CONCENTRIC SANITARY SEWER MANHOLE	
ECCENTRIC SANITARY SEWER MANHOLE	
FLAT TOP SANITARY SEWER MANHOLE	
CLEAN OUT	
ARC FILTER	
CHECK DAM	
INLET PROTECTION	
PIPE INLET PROTECTION	
SILT FENCE OUTLET	
WATTLE	

4 PROPOSED LINE LEGEND

DESCRIPTION	LINETYPE
PERMANENT EASEMENT	
TEMPORARY EASEMENT	
SANITARY SEWER FORCE MAIN	FM
RECLAIMED WATER LINE	R
GRAVITY SANITARY SEWER	SS
WATER LINE	W
TO BE ABANDONED	
DIVERSION DITCH	
LIMITS OF DISTURBANCE/CLEARING LIMITS	LOD
COMBINATION SILT FENCE/TREE PROTECTION	CSF
TEMPORARY SILT FENCE	SF
TEMPORARY SUPER SILT FENCE	SSF
TEMPORARY TREE PROTECTION FENCE	TPF
COMPOST SOCK	CS
PERMANENT FENCE	
GUARD RAIL	

5 PROFILE LINE LEGEND

DESCRIPTION	LINETYPE
EXISTING GRADE PAVEMENT PROFILE	
EXISTING GRADE GROUND PROFILE	
PROPOSED GRADE PROFILE	
THEORETICAL 1:1 SLOPE	
WETLAND CROSSING	

6 AREA LEGEND

WETLANDS	
RIP-RAP	
TEMP. SLOPE STABILIZATION	
STRAW WITH NET LINER	

NOTES:

1. BORE LOGS SHALL BE INCLUDED ON THE AS-BUILT DRAWINGS.

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

CHARLES H. HILL LICENSE No 81509 STATE OF FLORIDA PROFESSIONAL ENGINEER

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

GENERAL

ABBREVIATIONS, SYMBOLS AND LEGENDS

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

DRAWING NUMBER: G02
REVISION: A

STATUS: ISSUED FOR BID
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SYMBOL LEGEND

- ANTENNA
- BACKFLOW PREVENTER
- BIKE LANE SYMBOL
- BOLLARD
- BUSH
- CABLE TELEVISION RISER
- CATCH BASIN
- CONCRETE LIGHT POLE - AS NOTED
- CONCRETE MONUMENT FOUND
- CONCRETE UTILITY POLE
- CONCRETE UTILITY POLE W/ TRANSFORMER
- DECORATIVE ROCK
- ELECTRIC JUNCTION BOX
- ELECTRIC METER
- ELECTRIC OUTLET
- ELECTRIC PANEL
- ELECTRIC MANHOLE
- FIBER OPTIC MARKER
- FIRE HYDRANT
- FLAGPOLE
- GAS MARKER
- GUY ANCHOR
- HANDICAP SYMBOL
- HVAC UNIT
- IRON PIPE FOUND - AS NOTED
- IRON ROD FOUND - AS NOTED
- IRON ROD SET - AS NOTED
- IRRIGATION CONTROL VALVE
- LIGHT
- MAILBOX
- METAL LIGHT POLE
- MITERED END SECTION
- MONITORING WELL
- NAIL AND DISK FOUND - AS NOTED
- NAIL AND DISK SET - AS NOTED
- PEDESTRIAN SIGNAL POLE
- POST
- RECLAIMED WATER METER
- RECLAIMED WATER VALVE
- SANITARY SEWER MANHOLE
- SANITARY SEWER VALVE
- SANITARY SEWER VAULT
- STREET SIGN
- STORM SEWER MANHOLE
- STRAIGHT LANE SYMBOL
- TELECOM CABINET
- TELECOM JUNCTION BOX
- TELECOM RISER
- TRAFFIC MAST ARM
- TRAFFIC SIGNAL BOX
- TRAFFIC LANE TURN SYMBOL
- TRANSFORMER
- UTILITY CLEANOUT
- WATER METER
- WATER VALVE
- WOOD LIGHT POLE
- WOOD UTILITY POLE
- WOOD UTILITY POLE W/ TRANFORMER
- # OF PARKING SPACES

ABBREVIATIONS

CMP	=	CORRUGATED METAL PIPE
CPP	=	CORRUGATED PLASTIC PIPE
FDOT	=	FLORIDA DEPARTMENT OF TRANSPORTATION
FND	=	FOUND
FPRN	=	FLORIDA PERMANENT REFERENCE NETWORK
GNSS	=	GLOBAL NAVIGATION SATELLITE SYSTEM
LB	=	LICENSED BUSINESS
LS	=	LICENSED SURVEYOR
MB	=	MAP BOOK
MISC	=	MISCELLANEOUS
ORB	=	OFFICIAL RECORD BOOK
PG/PGS	=	PAGE/PAGES
PLS	=	PROFESSIONAL LAND SURVEYOR
PVC	=	POLYVINYL CHLORIDE
RCP	=	REINFORCED CONCRETE PIPE
PSM	=	PROFESSIONAL SURVEYOR AND MAPPER
RTK	=	REAL TIME KINEMATICS

LINE TABLE

- BOTTOM OF BANK
- FENCE - CHAIN LINK
- FENCE - METAL
- FENCE - VINYL
- GRADE BREAK
- RIGHT OF WAY
- PROPERTY LINE
- TOP OF BANK
- VEGETATION EDGE

SURVEYORS NOTES:

1. THIS IS A SPECIFIC PURPOSE TOPOGRAPHIC ROUTE AND BATHYMETRIC SURVEY, NOT A BOUNDARY SURVEY. THE PURPOSE OF THIS SURVEY IS TO SHOW THE EXISTING SITE IMPROVEMENTS AND ELEVATIONS AS REQUESTED BY THE CLIENT.
2. EVERY EFFORT HAS BEEN MADE TO ACCURATELY IDENTIFY THE SPECIES OF TREES SHOWN HEREON. THE TREES SHOWN HEREON WERE IDENTIFIED BY INDIVIDUALS THAT DO NOT PRACTICE IN THE FIELD OF DENDROLOGY OR BOTANY. IT IS POSSIBLE THAT SOME TREES SHOWN ON THIS SURVEY WERE MISTAKENLY IDENTIFIED.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, TITLE REPORT OR TITLE OPINION.
4. EASEMENTS SHOWN HEREON ARE PER RECORDED PLATS OR INFORMATION OBTAINED BY A CURSORY SEARCH OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
5. NO INSTRUMENTS OF RECORD WERE PROVIDED TO THIS SURVEYOR.
6. THERE MAY BE ADDITIONAL COVENANTS, EASEMENTS, RESERVATIONS AND/OR, RESTRICTIONS NOT SHOWN ON THIS SURVEY RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
7. THE RIGHT-OF-WAY AND PROPERTY LINES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON FIELD LOCATED SURVEY MONUMENTS, RIGHT-OF-WAY MAPS AND RECORDED PUBLIC DOCUMENTS. IF THE EXACT LOCATION OF THE RIGHT-OF-WAY OR PROPERTY LINES ARE NEEDED, A BOUNDARY SURVEY SHOULD BE PERFORMED.
8. THE HORIZONTAL LOCATION OF THE POINTS HEREON WERE ESTABLISHED BY GNSS RTK OBSERVATIONS USING A CARLSON SURVEYOR2 DATA COLLECTOR AND A CARLSON BRX7 RECEIVER WITH FDOT-FPRN BASELINE CORRECTIONS AND A NIKON TOTAL STATION INSTRUMENT. THE RELATIVE POSITIONAL PRECISION DOES NOT EXCEED 3 CENTIMETERS PLUS 50 PARTS PER MILLION.
9. THIS SURVEY MAKES NO CLAIMS REGARDING OWNERSHIP OR RIGHTS OF POSSESSION.
10. ALL DIMENSIONS SHOWN HEREON ARE STATED IN U.S. SURVEY FEET AND DECIMALS THEREOF. FOOT TO METER CONVERSION FORMULA IS 1 US FT = 0.304800609601 M.
11. THE ELEVATION OF THE POINTS HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) USING NGS BENCHMARK 872 0954F, PID AQ2638 AND WERE ESTABLISHED BY DIFFERENTIAL LEVELING AND TRIGONOMETRIC LEVELING PROCEDURES USING A LEICA AUTO LEVEL AND SOKKIA TOTAL STATION INSTRUMENTS.
12. UNDERGROUND FOUNDATIONS, IF ANY, WERE NOT LOCATED.
13. ANY REFERENCE TO UTILITIES THAT ARE SHOWN ON THIS MAP, HAVE BEEN LOCATED FROM VISIBLE EVIDENCE THAT EXISTED AT OR ABOVE THE SURFACE OF THE EARTH AT THE TIME OF THIS SURVEY, AND UTILITY DRAWINGS PROVIDED BY MCKIM & CREED, INC.
14. THIS PROPERTY LIES WITHIN FLOOD ZONE X, AREA OF MINIMAL FLOOD HAZARD, FLOOD ZONE X-SHADED, 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE, AND FLOOD ZONE A - EL 5, PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAPS, (NFIP FIRM) MAP NUMBER 12127C0215K, WITH A REVISED DATE OF SEPTEMBER 29, 2017.
15. THIS SURVEY WAS PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE FOLLOWING PARTIES: MCKIM & CREED, INC AND THE CITY OF ORMOND BEACH AND IS NON-TRANSFERABLE TO ANY OTHER PARTY(IES). THIS SURVEY SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL. ANY RE-USE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN WHICH IT WAS ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED SURVEYOR AND MAPPER, WILL BE DONE SO AT THE RISK OF THE RE-USING PARTY AND WITHOUT ANY LIABILITY TO THE UNDERSIGNED SURVEYOR AND MAPPER.
16. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY ANYONE OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR.
17. THIS SURVEY WAS CONDUCTED PER SECTION 472.027 FLORIDA STATUTES AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, UNDER THE RESPONSIBLE CHARGE OF THE SIGNING SURVEYOR NAMED BELOW.
18. THIS SURVEY IS NOT VALID UNLESS SIGNED BY THE PROFESSIONAL SURVEYOR AND MAPPER NOTED, AND EMBOSSED WITH THE SURVEYOR'S SEAL.
19. THIS SURVEY MAP WAS PREPARED AT A SCALE OF 1 INCH EQUALS 150 FEET ON SHEET 1 AND 1 INCH EQUALS 20 FEET ON SHEETS 3 THROUGH 12 ON 24 INCH BY 36 INCH MEDIA. THIS SURVEY MAY HAVE BEEN REDUCED OR ENLARGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED INFORMATION.
20. FIELD WORK FOR THIS SURVEY WAS PERFORMED ON DECEMBER 5, 2024 THROUGH JANUARY 30, 2025.

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

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CITY OF ORMOND BEACH FLORIDA

HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

GENERAL

SURVEYORS LEGEND, ABBREVIATIONS AND LEGENDS

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

DRAWING NUMBER: G03
REVISION: A

STATUS: ISSUED FOR BID
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GENERAL NOTES
RECLAIMED WATER SYSTEM CONSTRUCTION

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING AN" RECLAIMED WATER SYSTEM CONSTRUCTION.
2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW RECLAIMED WATER MAIN BEING LAID.
3. ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
4. TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180) IN PAVED AREAS AND 90 PERCENT IN UNPAVED AREAS.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY ENGINEERING DEPARTMENT.
6. METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED 18 INCHES ABOVE PIPE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE.
7. RECLAIMED WATER SERVICES (SINGLE 1") SHALL BE POLYETHYLENE TUBING (PURPLE IN COLOR) ; POLYBUTYLENE SHALL NOT BE ALLOWED.
8. ALL RECLAIMED WATER SERVICE ENDINGS SHALL BE MARKED WITH 4" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 24" ABOVE THE GROUND. WIRE TIES SHALL BE USED TO SECURE THE CURB STOPS TO SUPPORT POSTS.
9. RECLAIMED WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1000 FEET.
10. AT ALL RECLAIMED WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
11. APPROVED RECLAMED WATER VALVE TYPES ARE THE FOLLOWING:
    A. STANDARD GATE VALVES LESS THAN 48" DIAMETER RESILIENT SEAT GATE VALVES (AWWA C-509 OR C-515).
    B. TAPPING VALVES AND MECHANICAL TAPPING SLEEVE SHALL BE STAINLESS STEEL. (AWWA C - 509)

STANDARD CONSTRUCTION DETAIL
GENERAL NOTES RECLAIMED WATER SYSTEM CONSTRUCTION
INDEX RW-1A
JUNE 2023

GENERAL NOTES
RECLAIMED WATER SYSTEM CONSTRUCTION

12. ALL RECLAIMED WATER VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE AND THE LIDS PAINTED PURPLE TO MAKE THEM PLAINLY VISIBLE.
13. RECLAIMED WATER VALVES SHALL BE COMPLETELY OPENED BY THE CONTRACTOR UPON FINAL ACCEPTANCE OF NEW RECLAIMED WATER SYSTEMS IN THE PRESENCE OF UTILITY DEPARTMENT PERSONNEL.
14. A. HYDRANTS SHALL BE LOCATED AS REQUIRED TO OPTIMIZE FLUSHING
    B. ALL HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO MAINTENANCE PERSONNEL. THE MAIN NOZZLE CONNECTION SHOULD ALWAYS FACE THE STREET ANC BE 18"-24" ABOVE GRADE.
    C. ALL PROPOSED RECLAIMED WATER MAINS SHALL BE FLUSHED AND CLEANED WITH A POLY PIG IN ACCORDANCE WITH LATEST AWWA STANDARDS.
15. AS STANDARD PRACTICE, RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB ON OPPOSITE SIDE OF ROADWAY FROM WATER MAIN OR AS APPROVED BY THE CITY.
16. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
17. RECLAIMED WATER MAINS SHALL BE AWWA C-900 CL 150, HDPE SDR-11, SDR-9.05 OR D.I.P. CLASS 350 STANDARD CEMENT LINED.
18. UPON CONSTRUCTION COMPLETION PRIOR TO ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY FLUSHED, PIGGED, PRESSURE TESTED, AND SUBMIT FOR FDEP CLEARANCE BEFORE FINAL PAVING.
19. MEGALUG OR EQUIVALENT, RESTRAINED JOINT SYSTEM MAY BE USED ON ALL RESTRAINED FITTINGS, VALVES, ETC. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES.
20. SEE STANDARD DETAILS M-1A & M-1B FOR AS-BUILT DRAWING REQUIREMENTS
21. ALL DI BENDS, TEES, VALVES, WYE FITTINGS TO HAVE CEMENT INTERIOR LINING IN ACCORDANCE WITH AWWA C-550

STANDARD CONSTRUCTION DETAIL
GENERAL NOTES RECLAIMED WATER SYSTEM CONSTRUCTION
INDEX RW-1B
JUNE 2023

GENERAL NOTES
RECLAIMED WATER SYSTEM CONSTRUCTION

22. RECLAIMED WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING (IF APPLICABLE) IN THE PRESENCE OF THE CITY'S INSPECTOR AND CERTIFIED BY THE ENGINEER.
23. ALL RECLAIMED WATER SERVICES SHALL BE MARKED WITH A "⊥" SAWCUT INTO THE CURB OR B" METAL TABS SET INTO THE PAVEMENT.
24. ALL RECLAIMED WATER VALVES AND BLOW-OFFS SHAL, BE MARKED WITH AN "✖" SAWCUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. LOCATION OF METAL TABS IN INCHES FROM EDGE OF PAVEMENT SHALL EQUAL DISTANCE IN FEET FROM EDGE OF PAVEMENT TO VALVE.
25. UNIFLANGE 1300 SERIES PIPE RESTRAINTS AS MANUFACTURED BY FORD OR APPROVED EQUAL MAY BE USED AS APPROPRIATE FOR RESTRAINING IN-LINE PRESSURE PIPE EACH SIDE OF PIPE JOINT. AS REQUIRED BY RESTRAINT TABLE.
26. TRACING WIRE SHALL BE INSTALLED IN ACCORDANCE WITH UTILITY PIPE LOCATION MATERIALS DETAIL.
27. NO GALVANIZED PIPE, FITTINGS, ETC. ARE ACCEPTED.
28. ALL METER BOXES SHALL BE INSTALLED AT THE RIGH" OF WAY LINE ONLY, REGARDLESS OF SIZE.
29. SEE CHART BELOW FOR WATER MAIN SIZE AND MATERIALS.

MATERIALS		
DIAMETER	MATERIAL	STANDARD
1" - 3"	LAYFLINE POLY DRAYTRACE POLYETHYLENE TUBING (CTS SIZE)	ASTM D 2737
> 4" - 12"	PVC DR-18	AWW C 900-07
4" - 12" DEDICATED FIRE LINE	PVC DR-14	AWW C 900-07
14" - 36" (16"- 24" ⟶ DR - 18) (30"- 36" ⟶ DR - 25)	PVC 1120	AWW C 905
ALL SIZES	HDPE DIPS DR 9 OR 11	ASTM F 714

NOTE: PVC PIPE COLOR SHALL BE PURPLE, BLUE WITH PURPLE LOCATOR TAPE FOR RAW WATER MAIN.

STANDARD CONSTRUCTION DETAIL
GENERAL NOTES RECLAIMED WATER SYSTEM CONSTRUCTION
INDEX RW-1C
JUNE 2023

SANITARY SEWER CONSTRUCTION GENERAL NOTES

1. THE CITY'S PUBLIC WORKS – UTILITY DIVISION DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY SEWER CONSTRUCTION.
2. ALL GRAVITY SANITARY SEWER LINES SHALL BE A MINIMUM OF 8" IN DIAMETER. SERVICE LATERALS SHALL BE A MINIMUM OF 4" DIAMETER (RESIDENTIAL) OR A MINIMUM OF 6" DIAMETER (COMMERCIAL)
3. ALL SANITARY SEWER MAINS SHALL BE PVC SDR 26. IN PLACES WHERE A MINIMUM COVER OF 4.0' CANNOT BE MAINTAINED, C-900 GREEN PVC DR-25, CLASS 100 OR CONCRETE ENCASEMENT SHALL BE USED.
4. MINIMUM ALLOWABLE SANITARY SEWER SLOPES ALLOWED ARE:
   8" PIPE 0.40%
   10" PIPE 0.30%
   12" PIPE 0.22%
5. SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT.
6. THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
7. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES WILL NOT BE ACCEPTED. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY.
8. TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (ASSHTO-T180) IN PAVED AREAS AND 90 PERCENT IN UNPAVED AREAS.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TEST BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR.
10. EXCAVATION AND BACKFILL: THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING OF EXCAVATION WORK OR USE OF TRENCH BOX IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER.
11. THE CONTRACTOR SHALL INSTALL A METALLIZED FOIL LOCATER TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC WATER, RECLAIMED WATER AND SEWAGE FORCE MAINS. THIS PIPE LOCATER AID SHALL BE INSTALLED 12 INCHES ABOVE TOP OF PIPE OR AS SPECIFIED BY THE MANUFACTURER AND IS IN ADDITION TO THE LOCATER WIRE REQUIRED IN THE UTILITY PIPE LOCATION MATERIALS DETAIL (MISCELLANEOUS DETAILS SECTION – M10).
12. MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 400 FEET.
13. MANHOLE RIMS SHALL MATCH FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.2 FEET ABOVE GRADE IN UNPAVED AREAS.

STANDARD CONSTRUCTION DETAIL
GENERAL NOTES SANITARY SEWER CONSTRUCTION
INDEX S-1A
JUNE 2023

SANITARY SEWER CONSTRUCTION GENERAL NOTES

14. THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES N SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.
15. RUBBER BOOTS AND STAINLESS STEEL BANDS SHALL BE UTILIZED IN THE CONNECTION OF THE SEWER MAIN TO THE MANHOLES (SEE RUBBER BOOT AND PRECAST JOINT CONNECTION DETAIL).
16. DOGHOUSE TYPE MANHOLES ARE NOT PERMITTED WITHIN THE CITY OF ORMOND BEACH
17. INDIVIDUAL SANITARY SERVICE CONNECTORS ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES, BUT TO SEWER MAIN LINES BY USE OF PVC WYE CONNECTIONS.
18. FOR SINGLE FAMILY HOMES, SINGLE FOUR INCH SEWER SERVICES SHALL BE CONSTRUCTED AT EACH LOT OR UNIT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EXTENDED 4 FEET ABOVE GROUND AT THE PROPERTY LINE WITH A PVC RISER AND PLUG BEING EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS TO BE USED ON ALL LINES, NO GLUED JOINTS.
19. FOR MULTI-FAMILY AND COMMERCIAL SITES, SIX INCH MINIMUM SEWER SERVICES AND CLEANOUTS SHALL BE PROVIDED AS APPROVED BY THE CITY.
20. SANITARY SEWER LATERALS LONGER THAN 70 FEET, MEASURED FROM THE SEWER MAIN TO THE RIGHT-OF-WAY LINE MAY BE APPROVED ON A CASE BY CASE BASIS. SUCH LATERALS SHALL BE D.I.P. EPOXY LINED OR C-900 PVC.
21. SANITARY SEWER MANHOLES WHICH HAVE SEWER FORCE MAINS DISCHARGING DIRECTLY INTO THEM, OR ANY MANHOLE WITHIN 300 FEET OF A LIFT STATION, SHALL BE FIBERGLASS OR PVC LINED. RETRO-FITTING OF MANHOLES WITH LINERS SHALL BE REQUIRED WHEN NEW CONNECTIONS SUCH AS THIS ARE MADE. LINING SHALL BE AGRU SURE-GRIP, RAVEN, SEWPERCOAT, GREEN MONSTER, OR PRE-APPROVED EQUAL.
22. SEE CHART ON DETAIL INDEX S-1C FOR FORCE MAIN AND REUSE PIPE SIZE AND MATERIALS.
23. THE CITY OF ORMOND BEACH REQUIRES THE DEVELOPER/CONTRACTOR TO TELEVISE ALL SANITARY SEWER MAINS AND LATERALS PRIOR TO ACCEPTANCE AND RESERVES THE RIGHT TO REQUEST WATER AND AIR TESTING. A REPUTABLE COMPANY THAT ENGAGES IN THIS TYPE OF WORK SHALL CONDUCT THE TELEVISING PROCESS. THE DVD AND/OR DIGITAL FILE SHALL BE NON STOP WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN DVD LOGS DESCRIBING THE CONDITION OF THE LINES SHALL ACCOMPANY THE DVD SUBMISSION TO THE CITY. THIS PROCESS SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CITY OF ORMOND BEACH.
24. ALL DUCTILE IRON VALVES AND FITTINGS SHALL HAVE PROTECTO 401 LINER OR APPROVED EQUAL
25. ALL DIRECT BURY FORCE MAINS SHALL BE AWWA C-900 PVC.
26. ALL DIRECTIONAL DRILL FORCE MAINS SHALL BE AWWA C-900 FUSIBLE PVC. HDPE IS ONLY ALLOWED TO BE USED UNDER SPECIAL CIRCUMSTANCES APPROVED BY UTILITIES ENGINEER OR UTILITIES MANAGER.
27. FORCE MAINS SHALL HAVE VALVES EVERY 1,000 LF.

STANDARD CONSTRUCTION DETAIL
GENERAL NOTES SANITARY SEWER CONSTRUCTION
INDEX S-1B
JUNE 2023

SANITARY SEWER CONSTRUCTION GENERAL NOTES

28. ALL MANHOLES CONSTRUCTED IN SIDE YARDS, BACKYARDS, AND EASEMENTS OFF THE RIGHT-OF-WAY SHALL BE OUTFITTED WITH FIBERGLASS LINERS OR OTHER TYPES OF LINERS OR COATINGS APPROVED BY THE CITY. IN ADDITION THE CITY MAY REQUIRE LINERS OR COATINGS TO BE INSTALLED IN OTHER AREAS WHERE THE PUBLIC UTILITY DEPARTMENTS BELIEVE THE NEED IS JUSTIFIED.
29. ALL SEWER LINES WHICH ARE CONSTRUCTED OFF PUBLIC RIGHTS-OF-WAY WITHIN SIDEYARDS, BACKYARDS, AND OTHER POORLY ACCESSIBLE AREAS SHALL BE CONSTRUCTED OF C-900 PVC. ABSOLUTELY NO USE OF PLASTIC STYRENE FITTINGS SHALL BE ALLOWED.
30. SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAW CUT V, OR BY A METAL TAG SET INTO THE PAVEMENT.
31. EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS-SEAL GASKET CORPORATION OR APPROVED EQUAL, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WET WELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS
32. ALL PROPOSED SEWER MAINS, 4" OR GREATER, SHALL BE FLUSHED AND CLEANED WITH A POLY PIG IN ACCORDANCE WITH LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
33. ALL SEWER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND A MAXIMUM DEPTH OF 18' TO ANY MANHOLE OR 22' TO ANY WETWELL. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER C900/C905 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
34. FORCE MAIN SYSTEMS SHALL BE PRESSURE TESTED AT 100 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY'S INSPECTOR. SUBMIT FOR FDEP CLEARANCE BEFORE PAVING.
35. DURING CONSTRUCTION, CONTRACTOR SHALL ISOLATE NEW SANITARY SEWER CONSTRUCTION FROM EXISTING SANITARY SEWER MAINS. THIS ISOLATION MAY BE BY INSTALLATION OF A BLADDER/PLUG PLACED AT POINT OF CONNECTION OR BY OTHER METHODS. THE PURPOSE OF THIS ISOLATION IS TO ENSURE SUBSCALE WASTE IS NOT RELEASED TO THE TREATMENT PLANT. SURFACE WATER SHALL BE REMOVED PRIOR TO THE BLADDER BEING REMOVED.

FORCE MAIN & REUSE MAIN STANDARDS

DIAMETER	MATERIAL	STANDARD
2" – 4"	PVC 1120 / SDR 21	ASTM D 2241
> 4" – 12"	PVC 1120 / CLASS 100	AWWA C 900
14"–60"	PVC 1120	AWWA C 900
ALL SIZES	HDPE (DIPS) 9 OR 11	ASTM F 714
ALL SIZES	FUSIBLE PVC	AWWA C900 OR C905

NOTE: PVC PIPE COLOR SHALL BE GREEN FOR SEWER FORCE MAIN, AND PURPLE FOR REUSE MAIN.

STANDARD CONSTRUCTION DETAIL
GENERAL NOTES SANITARY SEWER CONSTRUCTION
INDEX S-1C
JUNE 2023

ROADWAY CONSTRUCTION NOTES

1. ALL RIGHT OF WAY OTHER THAN ROADWAY AREAS SHALL BE SEEDED AND MULCHED OR SODDED. ALL SLOPES GREATER THAN 6% SHALL BE SODDED. THE CITY RESERVES THE RIGHT TO REQUIRE SODDING N SPECIAL AREAS WHERE EROSION IS A CONCERN.
2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE:

SWALE PROFILE GRADES	PROTEZTION REQUIRED
0.2% – 1.0%	SEEDING AND MULCHING
1.0% – 4.0%	SODDING
4.0% AND GREATER	DITCH PAVING

3. ALL FRANCHISE UTILITY CROSSINGS, INCLUDING BUT NCT LIMITED TO FPL, BELLSOUTH AND CABLE SHALL BE INSTALLED PRIOR TN INSTALLATION AND COMPACTION OF THE ROAD SUB BASE. ANY CROSSINGS AFTER INSTALLATION OF THE SUB BASE SHALL BE BY DIRECTONAL BORE.
4. THE LIMITS OF STABILIZED SUB BASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BE.OW THE BOTTOM OF THE BASE AND CUTWARD TO TWELVE INCHES (12") BEYOND THE CURB. ●
5. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL OR OTHER MATERIAL AS APPROVED BY THE CITY AND A LICENSED SOILS ENGINEER.
6. THE SUB BASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR). A COMPACTION OF NO LESS THAN NINETY-EIGHT (98%) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED.
7. TESTS FOR SUB BASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT AND AT CENTER LINE OF THE ROADWAY.
8. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. PRIMING AND SANDING SHALL BE REQUIRED AS SOON AS BEARING CAPACITY AND COMPACTION HAS BEEN ACHIEVED.
9. MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO (98%)
10. MATERIAL DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY AT THE TIME OF PLACEMENT.
11. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT NTERVALS EQUIVALENT TO SUB BASE TESTING AND SHALL CONSIT OF, AS A MINIMUM, MOISTURE CONTENT AND COMPACTION TEST.

STANDARD CONSTRUCTION DETAIL
ROADWAY CONSTRUCTION NCTES
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MAY 2020

12. DESIGN MIXES SHAL, BE SUBMITTED TO THE CITY FOR THEIR APPROVAL NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY ROADWAY CONSTRUCTION.
13. ASPHALT SPECIFICATIONS SHALL BE SUBMITTED BY THE DESIGN ENGINEER WITH FINAL PLANS TO THE CITY. FLORIDA STATE CERTIFIED BATCH PLANTS MUST THEN CERTIFY THAT THESE APPROVED SPECIFICATIONS HAVE BEEN MET.
14. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY TO INSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS.
15. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE.
16. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30%
17. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") OF THE ADJACENT CONCRETE CURB.
18. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND CONSTRUCTED WITH 2500 PSI CONCRETE AT 28 DAYS.
19. CONCRETE CURBS SHALL BE SAW CUT TO A DEPTH EQUAL TO 1/4 OF CURB THICKNESS AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, STRUCTURES AND ALONG CURVES AT SIXTY FEET (60') INTRVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB.
20. AN "X" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE.
21. AN "↑" SHALL BE CUT INTO THE CURB TO MARK THE LOCATION OF ALL VALVES OTHER THAN WATER DISTRIBUTION VALVES.
22. A "V" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES.
23. A "⊥" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES.
24. A "Λ" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL WATER SERVICES.

STANDARD CONSTRUCTION DETAIL
ROADWAY CONSTRUCTION NCTES
INDEX R-1B
MAY 2020

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

CHARLES HILL LICENSE No 81509 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CHARLES H. HILL, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

CHARLES HILL, P.E. BCEE No. 81509

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

GENERAL

GENERAL NOTES

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

G04
DRAWING NUMBER
A
REVISION

STATUS: ISSUED FOR BID
NOT FOR CONSTRUCTION

I:\01026\0140\ENG\80-DRAWINGS\GENERAL\GN002-010260140.DWG 01/23/2026 14:36:24 MATTHEW CLARK

25. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED FOR EVERY THREE HUNDRED (300) FEET OF ROADWAY CONSTRUCTED. TEST RESULTS SHALL THEN BE PROVIDED TO THE CITY AS THEY BECOME AVAILABLE.

26. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY AND STATE REQUIREMENTS. CENTERLINE STRIPES SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS ONLY.

27. STOP BARS SHALL BE PLACED AT ALL SUBDIVISION ENTRANCES AND INTERSECTIONS CONTAINING CITY COLLECTOR AND ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS.

28. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

29. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.

30. STANDARD TURNING RADII FOR INTERSECTIONS:

2-LANE ACCESS OR FEEDER	35'
LOCAL TO COLLECTOR	35'
LOCAL OR COLLECTOR TO ARTERIAL	40'
ARTERIAL TO ARTERIAL	50'

31. CITY INSPECTOR SHALL BE PRESENT DURING PAVING OF ALL PUBLIC AND PRIVATE ROADS. PAVING SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY. PAVING DURING WEEKENDS IS NOT PERMITTED.

32. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

33. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF PUBLIC IMPROVEMENTS (WATER MAIN, SANITARY SEWER MAIN, RECLAIMED WATER MAIN, STORM WATER PIPES AND INLETS AND ALSO CONSTRUCTION OF ROADWAYS) SHALL BE CERTIFIED WITH THE FLORIDA STATE DEPARTMENT OF PROFESSIONAL REGULATIONS (DPR) FOR THE TYPE OF WORK THAT THEY PERFORM. A COPY OF THE VALID LICENSE IS REQUIRED AT PRE CONSTRUCTION MEETING.

34. UTILITY DEPTH:
– HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH.

– LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 6 INCHES IN DEPTH.

– HIGH VOLTAGE UTILITIES INSTALLED PARALLEL TO PRESSURE MAINS SHALL MAINTAIN A MINIMUM FIVE FOOT SEPARATION.

35. GEOTECHNICAL TESTING REPORTS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO FINAL SIGN OFF. REPORTS SHALL CLEARLY LABEL PROJECT NAME AND PHASE.

STANDARD CONSTRUCTION DETAIL
ROADWAY CONSTRUCTION NOTES
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IN ORDER TO ENSURE THAT NEW DEVELOPMENTS WITHIN THE CITY ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS "AS–BUILT" DRAWINGS ARE REQUIRED:

THE FOLLOWING INFORMATION IS REQUIRED ON ALL PAVING AND DRAINAGE "AS–BUILT" DRAWINGS:

1. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. ALL RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION TO CLEARLY INDICATE IT AS AS BEING "AS–BUILT" INFORMATION.
2. ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES OR OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE "AS–BUILT" CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE EXISTING AND DESIGNED PROFILE GRADE LINES. ALL STREET CENTERLINES ON "AS–BUILTS" SHALL BE LABELED WITH STREET NAME AND RIGHT–OF–WAY WIDTH ON EVERY PAGE.
3. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND/OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
4. STORM DRAINAGE PIPE INVERT AND STRUCTURE TOP AND BOTTOM ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS "AS–BUILT" INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND "AS–BUILT" INFORMATION WRITTEN NEXT TO IT.
5. STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND/OR VERIFIED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS–BUILT" INFORMATION.
6. ALL APPLICABLE TOPOGRAPHIC INFORMATION, PERTINENT TO THE ON SITE DRAINAGE SYSTEM SUCH AS DITCHES, LAKES, CANALS, ETC. THAT ARE DEEMED APPROPRIATE BY THE CITY SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES WHENEVER POSSIBLE. CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
7. RETENTION AREAS SHALL HAVE THEIR TOP–OF–BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP–OF–BANK TO TOP–OF–BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
8. STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE SHALL BE RECORDED EVERY 100 FEET.
9. ANY SPECIAL FEATURES SUCH AS CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
10. ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE "AS–BUILT".

THE FOLLOWING INFORMATION IS REQUIRED ON ALL WATER AND SEWER "AS–BUILT" DRAWINGS:

11. SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS–BUILT" INFORMATION.
12. SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, SLOPE, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS–BUILT" INFORMATION.

STANDARD CONSTRUCTION DETAIL
REQUIREMENTS FOR "AS–BUILT" DRAWINGS
INDEX M–1A
MAY 2020

13. SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN–OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES.
14. LIFT STATIONS AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCE MAIN DEPTH AND LOCATION INCLUDING VALVES WILL BE PROVIDED AND TIED TO PERMANENT ABOVE GRADE FEATURES EVERY 500 FEET. DIMENSIONAL AND ELEVATION INFORMATION INDICATED ON THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS–BUILT" INFORMATION. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED AND LABELED.
15. CURB CUTS OR META. TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
16. WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. WATER MAIN LINE MATERIAL, SIZE, LENGTH AND DEPTH PLACED SHALL ALSO BE NOTED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS–BUILT" INFORMATION.
17. WATER VALVES, TEES, ALL SERVICES, BLOW – OFFS AND FIRE HYDRANTS SHALL BE LOCATED BY TYING THEM TO SANITARY SEWER MANHOLES, STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES.

THE FOLLOWING INFORMATION IS GENERAL REQUIREMENTS OF ALL "AS–BUILT" DRAWINGS:

18. FOR PERPENDICULAR CROSSINGS OF STORM WATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE "AS–BUILT" PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY.
19. WHEN STORM WATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE "AS–BUILT" SHALL ACCURATELY DEPICT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. THIS IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO ENSURE THAT FUTURE SUBSURFACE EXCAVATION TO PERFORM REMEDIAL REPAIR CAN BE ACCOMPLISHED WITHOUT DISTURBANCE BEYOND THE EASEMENT. SUCH DOCUMENTATION AND THE ASSOCIATED PROPOSED EASEMENT DOCUMENT WITH LEGAL DESCRIPTION SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL PRIOR TO RECORDING OF SAID EASEMENT. UPON CITY APPROVAL, THE EASEMENT SHALL BE RECORDED VIA A SEPARATE LEGAL INSTRUMENT AND SHALL NOT BE INCLUDED AS PART OF HOMEOWNER COVENANTS AND RESTRICTIONS.
20. SUBMIT CERTIFIED PAPER PRELIMINARY "AS–BUILT" (24"x36") WITH REQUEST FOR FINAL INSPECTION. SUBMIT 3 SETS SHOWING WATER FACILITIES, 3 SETS WITH SEWER FACILITIES, AND 3 SETS WITH PAVING AND DRAINAGE FACILITIES. PRELIMINARY "AS–BUILT" MAY BE SUBMITTED IN DIGITAL FORMAT. FOLLOWING FINAL INSPECTION AND COMMENTS, THE CONTRACTOR SHALL REVISE AS–BUILTS TO ADDRESS CITY COMMENTS AND SUBMIT 3 SETS CERTIFIED FINAL "AS–BUILTS" ALONG WITH 1 SET CERTIFIED MYLARS AND 1 CD–ROM CONTAINING AUTO–CAD FILES AND PDF VERSIONS SHOWING ALL "AS–BUILT" SHEETS. ALL "AS–BUILT" DRAWINGS SHALL BE CERTIFIED BY A REGISTERED LAND SURVEYOR AND ENGINEER OF RECORD. ALL DIGITAL FILES SHALL HAVE A DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
21. INDICATE VERTICAL DATUM REFERENCE ON ALL SHEETS.
22. CAD FILE OF "AS–BUILTS" SHALL BE IN STATE PLANE COORDINATES FILE SHOULD INCLUDE REFERENCE TO PROJECTION. (FLORIDA EAST, NAD83)
23. ALL "AS–BUILT" DRAWINGS SHALL BE PREPARED BY A FLORIDA REGISTERED LAND SURVEYOR USING THE FINAL APPROVED SITE DESIGN PREPARED BY THE ENGINEER OF RECORD. LINE WEIGHTS, LINETYPES, AND ANNOTATION SHALL BE MANAGED IN A MANNER THAT CLEARLY DISTINGUISHES DESIGN INFORMATION FROM "AS–BUILT" INFORMATION.
24. ALL "AS–BUILT" SHEETS SHALL INCLUDE A TITLE BLOCK AND CLEARLY STATE PROJECT NAME, PROJECT SURVEYOR, DATE OF FIELD WORK, AS WELL AS PROJECT CERTIFICATION BLOCK FROM THE ENGINEER OF RECORD.

NOTE: REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.

STANDARD CONSTRUCTION DETAIL
REQUIREMENTS FOR AS BUILT DRAWINGS
INDEX M–1B
MAY 2020

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO 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. CONSTRUCTION COMPANY UNDER CONTRACT WITH THE CITY.
10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES
12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.

STANDARD CONSTRUCTION DETAIL
GENERAL CONSTRUCTION NOTES
INDEX M–2
MAY 2020

ROADWAY CONSTRUCTION NOTES

1. ALL RIGHT OF WAY OTHER THAN ROADWAY AREAS SHALL BE SEEDED AND MULCHED OR SODDED. ALL SLOPES GREATER THAN 6% SHALL BE SODDED. THE CITY RESERVES THE RIGHT TO REQUIRE SODDING IN SPECIAL AREAS WHERE EROSION IS A CONCERN.
2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE:

SWALE PROFILE GRADES	PROTECTION REQUIRED
0.2% – 1.0%	SEEDING AND MULCHING
1.0% – 4.0%	SODDING
4.0% AND GREATER	DITCH PAVING

3. ALL FRANCHISE UTILITY CROSSINGS, INCLUDING BUT NOT LIMITED TO FPL, BELLSOUTH AND CABLE SHALL BE INSTALLED PRIOR TO INSTALLATION AND COMPACTION OF THE ROAD SUB BASE. ANY CROSSINGS AFTER INSTALLATION OF THE SUB BASE SHALL BE BY DIRECTIONAL BORE.
4. THE LIMITS OF STABILIZED SUB BASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB. ●
5. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND–CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL OR OTHER MATERIAL AS APPROVED BY THE CITY AND A LICENSED SOILS ENGINEER.
6. THE SUB BASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR). A COMPACTION OF NO LESS THAN NINETY–EIGHT (98%) PERCENT DENSITY BASED ON AASHTO T–180 SHALL BE REQUIRED.
7. TESTS FOR SUB BASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT AND AT CENTER LINE OF THE ROADWAY.
8. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. PRIMING AND SANDING SHALL BE REQUIRED AS SOON AS BEARING CAPACITY AND COMPACTION HAS BEEN ACHIEVED.
9. MAXIMUM DENSITY BASED ON AASHTO T–180 MODIFIED PROCTOR TEST. RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO (98%)
10. MATERIAL DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY AT THE TIME OF PLACEMENT.
11. TESTING OF THE IN–PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUB BASE TESTING AND SHALL CONSIST OF, AS A MINIMUM, MOISTURE CONTENT AND COMPACTION TEST.

STANDARD CONSTRUCTION DETAIL
ROADWAY CONSTRUCTION NOTES
INDEX R–1A
MAY 2020

12. DESIGN MIXES SHALL BE SUBMITTED TO THE CITY FOR THEIR APPROVAL NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY ROADWAY CONSTRUCTION.
13. ASPHALT SPECIFICATIONS SHALL BE SUBMITTED BY THE DESIGN ENGINEER WITH FINAL PLANS TO THE CITY. FLORIDA STATE CERTIFIED BATCH PLANTS MUST THEN CERTIFY THAT THESE APPROVED SPECIFICATIONS HAVE BEEN MET.
14. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY TO INSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS.
15. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE.
16. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30%
17. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") OF THE ADJACENT CONCRETE CURB.
18. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND CONSTRUCTED WITH 2500 PSI CONCRETE AT 28 DAYS.
19. *CONCRETE CURBS* SHALL BE SAW CUT TO A DEPTH EQUAL TO 1/4 OF CURB THICKNESS AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, STRUCTURES AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB.
20. AN "**X**" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE.
21. AN "**Φ**" SHALL BE CUT INTO THE CURB TO MARK THE LOCATION OF ALL VALVES OTHER THAN WATER DISTRIBUTION VALVES.
22. A "**V**" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES.
23. A "**⊥**" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES.
24. A "**Λ**" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL WATER SERVICES.

STANDARD CONSTRUCTION DETAIL
ROADWAY CONSTRUCTION NOTES
INDEX R–1B
MAY 2020

25. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED FOR EVERY THREE HUNDRED (300) FEET OF ROADWAY CONSTRUCTED. TEST RESULTS SHALL THEN BE PROVIDED TO THE CITY AS THEY BECOME AVAILABLE.

26. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY AND STATE REQUIREMENTS. CENTERLINE STRIPES SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS ONLY.

27. STOP BARS SHALL BE PLACED AT ALL SUBDIVISION ENTRANCES AND INTERSECTIONS CONTAINING CITY COLLECTOR AND ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS.

28. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

29. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.

30. STANDARD TURNING RADII FOR INTERSECTIONS:

2-LANE ACCESS OR FEEDER	35'
LOCAL TO COLLECTOR	35'
LOCAL OR COLLECTOR TO ARTERIAL	40'
ARTERIAL TO ARTERIAL	50'

31. CITY INSPECTOR SHALL BE PRESENT DURING PAVING OF ALL PUBLIC AND PRIVATE ROADS. PAVING SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY. PAVING DURING WEEKENDS IS NOT PERMITTED.

32. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

33. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF PUBLIC IMPROVEMENTS (WATER MAIN, SANITARY SEWER MAIN, RECLAIMED WATER MAIN, STORM WATER PIPES AND INLETS AND ALSO CONSTRUCTION OF ROADWAYS) SHALL BE CERTIFIED WITH THE FLORIDA STATE DEPARTMENT OF PROFESSIONAL REGULATIONS (DPR) FOR THE TYPE OF WORK THAT THEY PERFORM. A COPY OF THE VALID LICENSE IS REQUIRED AT PRE CONSTRUCTION MEETING.

34. UTILITY DEPTH:
– HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH.

– LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 6 INCHES IN DEPTH.

– HIGH VOLTAGE UTILITIES INSTALLED PARALLEL TO PRESSURE MAINS SHALL MAINTAIN A MINIMUM FIVE FOOT SEPARATION.

35. GEOTECHNICAL TESTING REPORTS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO FINAL SIGN OFF. REPORTS SHALL CLEARLY LABEL PROJECT NAME AND PHASE.

STANDARD CONSTRUCTION DETAIL
ROADWAY CONSTRUCTION NOTES
INDEX R–1C
MAY 2020

GENERAL HORIZONTAL DIRECTIONAL DRILL NOTES:

1. MINIMUM PIPE DEPTH BELOW THE CHANNEL INCLUDING A 25' LANDSIDE OFF SET FROM EITHER SEAWALL, SHALL BE IN EXCESS OF 14 FT, BELOW THE MUD LINE PER USACE PERMIT. TARGET DEPTH SHALL BE AS DESIGNED.
2. THE CONTRACTOR SHALL FOLLOW FLORIDA FISH AND WILDLIFE CONSERVATION COMMISIONS HORIZONTAL DIRECTIONAL DRILLING PROGRAMMATIC CONSULTATION CONDITIONS REGARDING MANATEE PROTECTION DURING CONSTRUCTION.
3. ALL HORIZONTAL DIRECTIONAL DRILL BOREHOLES WILL BE IN UPLANDS.
4. THE SOIL BORING LOCATION SHOWN IN THE PLAN VIEW IS APPROXIMATE. THE SOILS IN THE PROFILE VIEW PRESENTED WITH RESPECT TO THE PROPOSED HDD FOR GENERAL REFERENCE ONLY. PLEASE REFER TO THE GEOTECHNICAL REPORT FOR ACCURATE INFORMATION.
5. MAINTENANCE OF DRILL PLANS SHOWN ONLY AS AN APPROXIMATION FOR CONTRACTOR INFORMATION. THE CONTRACTOR WILL SUBMIT THEIR OWN DIRECTIONAL DRILL PLAN PRIOR TH MOBILIZATION AND USE THEIR OWN MEANS AND METHODS FOR THE CONSTRUCTION OF THE PIPELINES.

DURING THE HORIZONTAL DIRECTIONAL DRILLING (HDD) PULLBACK OF THE RCWM, ATTACH THE SMALLER FIBER OPTIC CONDUIT TO THE LARGER ONE BY BUNDLING THEM WITH SPECIALIZED SPACERS AND CONNECTING THEM TO A COMMON MULTI–PIPE PULLING HEAD. THIS SHOULD CREATE A SINGLE, RIGID BUNDLE THAT CAN BE PULLED BACK THROUGH THE BOREHOLE TOGETHER.

MATERIALS AND TOOLS

- MULTI–PIPE PULLING HEAD: A SINGLE, SPECIALIZED PULLING HEAD WITH MULTIPLE CONNECTION POINTS TO ACCOMMODATE DIFFERENT PIPE SIZES.
- CENTRALIZERS OR SPACERS: THESE DEVICES, OFTEN CALLED "CLOCK SPRINGS" OR SPIDERS, WRAP AROUND THE PIPE BUNDLE TO KEEP THE CONDUITS PROPERLY SEPARATED AND CENTERED.
- CUSTOM CLAMPS OR BANDS: HEAVY–DUTY, HIGH–TENSILE STRENGTH STRAPS OR CLAMPS CAN BE USED TO SECURE THE SMALLER CONDUIT TO THE OUTSIDE OF THE LARGER PIPE IN A FEW SPOTS.
- SWIVEL: A SWIVEL IS NECESSARY BETWEEN THE PULLING HEAD AND THE DRILL STRING TO PREVENT TORQUE FROM TWISTING THE PIPES DURING PULLBACK.

RECOMMENDED PROCEDURE

1. PREPARE THE CONDUITS: LAY OUT BOTH THE 16-INCH AND 6-INCH HDPE PIPES AND FUSE ALL SECTIONS TOGETHER ON THE EXIT SIDE OF THE BORE TO CREATE A CONTINUOUS LENGTH OF EACH PIPE.
2. ATTACH THE MULTI–PIPE PULLING HEAD:
   A. MAIN PIPE: CONNECT THE PRIMARY 16-INCH HDPE PIPE TO THE MAIN CONNECTION POINT OF THE MULTI–PIPE PULLING HEAD.
   B. SECONDARY CONDUIT: ATTACH THE 6-INCH HDPE CONDUIT TO ONE OF THE SMALLER CONNECTION POINTS ON THE SAME PULLING HEAD. THIS ENSURES THAT THE PULLING FORCE IS DISTRIBUTED PROPERLY AND THAT BOTH PIPES ENTER THE BORE AT THE SAME TIME.
3. INSTALL SPACERS: PLACE THE SPACERS ALONG THE LENGTH OF THE 16-INCH PIPE AT REGULAR INTERVALS. THESE SPACERS WILL HOLD THE 6-INCH CONDUIT IN PLACE AND PREVENT THE TWO PIPES FROM "BRAIDING" OR "WEAVING" TOGETHER DURING THE PULL.
4. SECURE WITH STRAPS: FOR ADDITIONAL SECURITY, USE HEAVY–DUTY PIPE CLAMPS OR BANDS TO SECURE THE 6-INCH PIPE TO THE LARGER 16-INCH PIPE BETWEEN THE SPACERS.
5. CONNECT THE SWIVEL: ATTACH A HEAVY–DUTY SWIVEL BETWEEN THE MULTI–PIPE PULLING HEAD AND THE DRILL PIPE TO PREVENT ANY ROTATIONAL STRESS FROM BEING TRANSFERRED TO THE CONDUIT.
6. PULL BACK THROUGH THE BOREHOLE: AS THE DRILL STRING IS RETRACTED, IT WILL PULL THE COMBINED ASSEMBLY OF THE 16-INCH AND 6-INCH PIPES BACK THROUGH THE ENLARGED BOREHOLE.

CONSIDERATIONS

- ENGINEERING REVIEW: CONTRACTOR SHALL SUBMIT THIS FINAL ASSEMBLY WITH THE BORE PLAN FOR ENGINEER REVIEW TO ENSURE THE PLAN ACCOUNTS FOR BORE DIAMETER, PULL FORCES, AND JOB–SITE CONDITIONS.
- PULLING LOAD: WHEN ADDING A SECOND PIPE, THE TOTAL PULLING LOAD WILL INCREASE. THE DRILLING RIG MUST BE RATED FOR THE COMBINED WEIGHT AND FRICTION OF BOTH PIPES.
- PROFESSIONAL JUDGMENT: THE SPECIFIC METHOD OF ATTACHMENT MAY VARY DEPENDING ON THE CONTRACTOR'S EXPERIENCE AND THE EQUIPMENT ON–SITE. THE DESCRIBED PROCESS IS A COMMON AND PROVEN METHOD FOR BUNDLED PULLBACKS.

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

GENERAL

GENERAL NOTES

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

G05
DRAWING NUMBER
A
REVISION

STATUS: ISSUED FOR BID
NOT FOR CONSTRUCTION

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VOLUSIA COUNTY PAVING NOTES:

1. ALL ASPHALT MIX DESIGNS MUST BE PRE-APPROVED BY THE VOLUSIA COUNTY INSPECTOR PRIOR TO PAVING. FRICTION COURSE 1.5 INCH OF FC-12.5 TL-C ASPHALT @ MAX. 20% RECYCLED MATERIALS (PG 76- 22) (PMA) STRUCTURAL COURSE= 1.5 INCH OF SP-12.5 TL-C ASPHALT @ MAZ. 30% RECYCLED MATERIALS (PG 58-22)10" CRUSHED CONCRETE FINES OR LIMEROCK, COMPACTED TO A 98% MAXIMUM DRY DENSITY PER AASHTO T-180 AND CONSTRUCTED IN ONE LIFT, 12" STABILIZED SUB-GRADE TO A LBR 40 AND COMPACTED TO A 98% MAXIMUM DRY DENSITY PER AASHTO T-180 IN ONE LIFT. "OR" IN LIEU OF STABILIZATION, UTILIZE ½ PLAN THICKNESS OF STABILIZATION W/SAME BASE MATERIALS USED, "BASE & A HALF", TO BE PLACED IN 3 LIFTS, COMPACTED TO 98% OF A T-180).
2. MILL & RESURFACE- MINIMUM 1.5' FDOT FRICTION COURSE TYPE FC-12.5 (TRAFFIC LEVEL C) (PG 76-22)(PMA) ASPHALT @ 20% RECYCLED MATERIALS.

VOLUSIA COUNTY RIGHT OF WAY NOTES:

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM RE-EXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL; WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUSIA COUNTY ENGINEERING'S INSPECTOR JIM PRICE AT (386) 561-8666 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT- OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT DESIGN STANDARD INDEX NO. 600.
8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED, SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

ADDITIONAL VOLUSIA COUNTY NOTES:

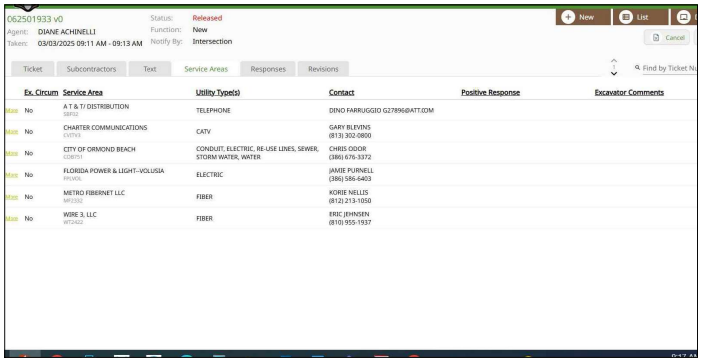
1. DIRECTIONAL BORES, ROAD CUTS, AND PAVING OPERATIONS SHALL NOT BE PERFORMED WITHIN THE VOLUSIA COUNTY RIGHT-OF-WAY ON FRIDAY, SATURDAY, SUNDAY, OR ANY DAY PRIOR TO A HOLIDAY WITHOUT WRITTEN CDE/INSPECTOR APPROVAL.
2. THE VOLUSIA COUNTY STAMPED APPROVED PLANS AND PERMIT PLACARD MUST ALWAYS BE ONSITE.
3. THE APPLICANT AND/OR CONTRACTOR IS RESPONSIBLE FOR SURVEY ACCURACY OF ALL WORK PERFORMED WITHIN THE VOLUSIA COUNTY RIGHTS-OF-WAY, INCLUDING BUT NOT LIMITED TO, ANY PROPOSED OR EXISTING STRUCTURES.
4. THE APPLICANT AND/OR CONTRACTOR IS RESPONSIBLE FOR PROVIDING PRE/POST CONSTRUCTION VIDEOS, PHOTOS, ETC. OF THE WORK SITE.

VOLUSIA COUNTY UNDERGROUND WORK NOTES:

1. DIRECTIONAL/JACK BORE OPERATIONS SHALL NOT BE PERFORMED WITHIN THE RIGHT OF WAY ON FRIDAY, SATURDAY, SUNDAY, OR ANY DAY PRIOR TO A HOLIDAY WITHOUT WRITTEN CDE/INSPECTOR APPROVAL.
2. ONLY DIRECTIONAL/JACK BORES METHODS CAN AND MUST BE PERFORMED. PNEUMATIC, PUSH-PULL, MOLE OR MISSILE BORES ARE NOT PERMITTED UNDER VOLUSIA COUNTY ROADWAYS.
3. DIRECTIONAL BORES, UNDER ROADWAYS FROM 1-3 INCHES MUST BE A MINIMUM OF 36 INCHES BELOW EDGE OF PAVEMENT. -DIRECTIONAL BORE 4 INCHES OR GREATER MUST BE 10 TIMES THE DIAMETER OF THE BORE/BACK REAMER, WHICHEVER IS GREATER, BELOW EDGE OF PAVEMENT AND TO EXTEND TO THE RIGHT OF WAY ON EITHER SIDE.
4. ALL DIRECTIONAL/JACK DRILL MUDISLURRY MUST BE CLEANED/RECLAIMED FROM THE RIGHT OF WAY/BORE PITS AND DISPOSED OF ON AN APPROVED PRIVATE OFFSITE/OFF RIGHT OF WAY LOCATION.
5. ALL DIRECTIONAL BORES OR JACK AND BORE PIT EXCAVATIONS/BOTTOM ELEVATIONS, MUST BE A MINIMUM DISTANCE OF 2:1 FROM THE EDGE OF PAVEMENT. ALL EXCAVATIONS ARE PROHIBITED WITHIN 6 FEET FROM THE EDGE OF PAVEMENT. NO TRENCH/EXCAVATIONS SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT WITHIN THE RIGHT OF WAY.
6. NO STRUCTURES SHALL BE PLACED IN OR ON PAVED ROADS, SIDEWALKS, TRAILS OR PATHS.

VOLUSIA COUNTY TRAFFIC ENGINEERING NOTES:

1. VOLUSIA COUNTY TRAFFIC ENGINEERING IS NOT PART OF SUNSHINE 811. PLEASE CONTACT VCTE AT (386) 736-5968 A MINIMUM OF TWO BUSINESS DAYS PRIOR TO THE BEGINNING OF THE PROPOSED WORK TO REQUEST LOCATES.
2. A VOLUSIA COUNTY MAINTAINED TRAFFIC SIGNAL ASSET MAY FALL WITHIN THE SCOPE OF WORK, ANY DAMAGE CAUSED TO THE VOLUSIA COUNTY SIGNAL INFRASTRUCTURE SHALL BE REPORTED IMMEDIATELY TO VOLUSIA COUNTY TRAFFIC ENGINEERING. THE EFFECTED DEVICES SHALL BE RESTORED OR REPLACED IN LIKE KIND WITHIN 24 HOURS OF THE INITIAL BREAK.
3. UNINTENTIONAL IMPACTS OR DAMAGES TO THE COUNTY ITS NETWORK (COUNTY MAINTAINED FIBER) RESULTING IN A LOSS OF COMMUNICATION SHALL BE REPORTED IMMEDIATELY TO VOLUSIA COUNTY TRAFFIC
4. ENGINEERING. THE EFFECTED DEVICES OR NETWORK SHALL BE RESTORED OR REPLACED IN LIKE KIND WITHIN 24 HOURS OF THE INITIAL BREAK.
5. VOLUSIA COUNTY UTILITY CONTACT INFORMATION.
6. VOLUSIA COUNTY TRAFFIC ENGINEERING: KARL EWALD, PUBLIC WORKS SERVICES SUPERVISOR, 123 W. INDIANA AVE., DELAND, FL 32720, (TEL): (386) 736-5968,
7. VOLUSIA COUNTY TRAFFIC ENGINEERING: ZACHARY WOODY, TRAFFIC SIGNAL SUPERVISOR, 123 W. INDIANA AVE., DELAND, FL 32720, (TEL): (386) 736-5968.



REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

CHARLES H. HILL LICENSE No 81509 STATE OF FLORIDA PROFESSIONAL ENGINEER

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CITY OF ORMOND BEACH FLORIDA

HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

GENERAL

GENERAL NOTES

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

DRAWING NUMBER: G06

REVISION: A

STATUS: **ISSUED FOR BID NOT FOR CONSTRUCTION**

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REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

GENERAL

KEY MAP

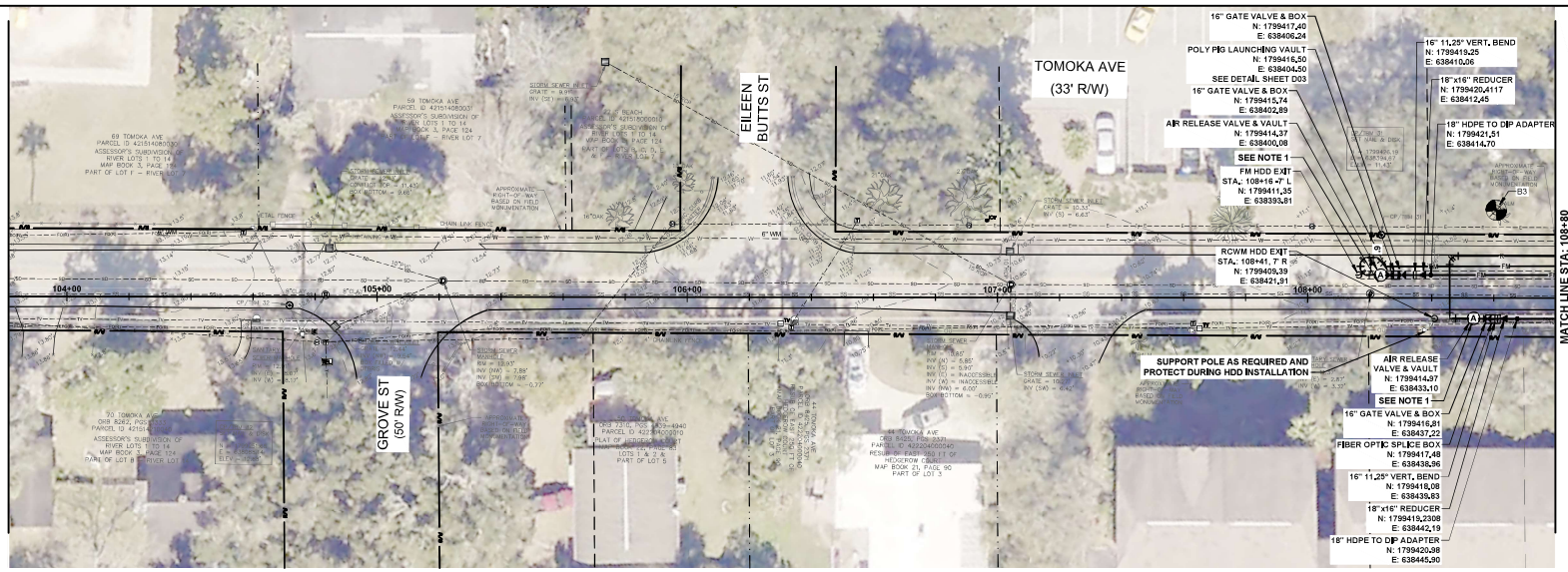
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MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
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VERTICAL: AS SHOWN

DRAWING NUMBER: G07
REVISION: A

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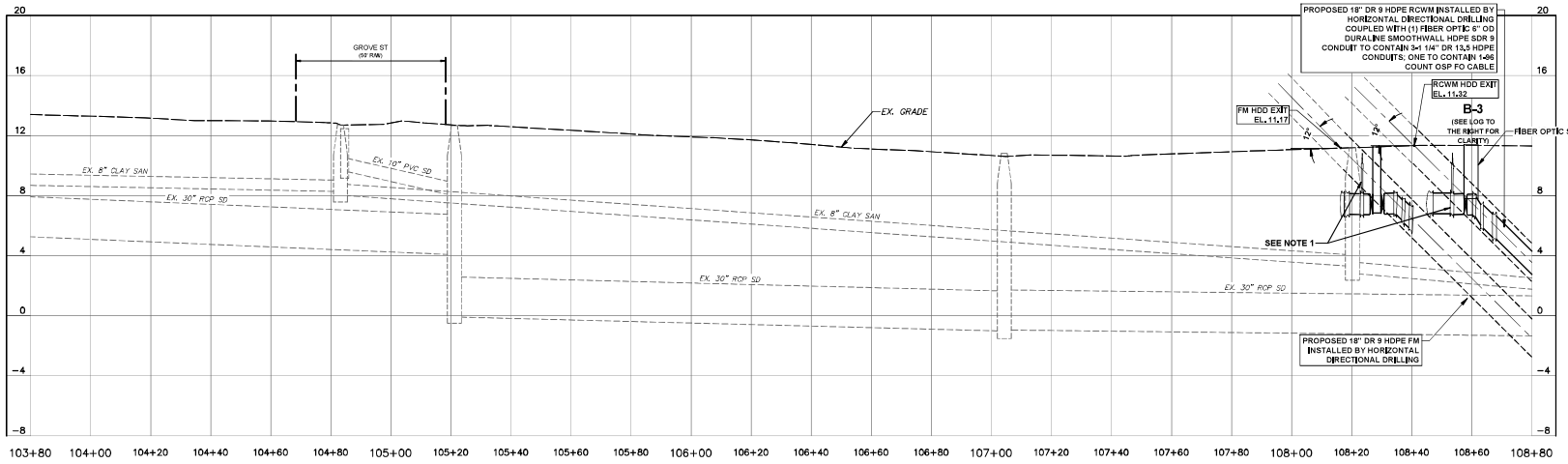
NOTE:

1. CONTRACTOR TO CHECK ON ARV HEIGHT TO BE CERTAIN PIPE IS DEEP ENOUGH TO PREVENT BREAKING THROUGH THE SURFACE.

PLAN VIEW

HORIZ. SCALE: 1"=20'

SCALE: 1"=20' (Horiz.)



PROFILE VIEW

HORIZ. SCALE: 1"=20'
VERT. SCALE: 1"=4'

SCALE: 1"=4' (Vert.)

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

STA. 103+80 - STA. 108+80
HALIFAX RIVER UTILITIES HDD

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

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HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

DRAWING NUMBER: C01
REVISION: A

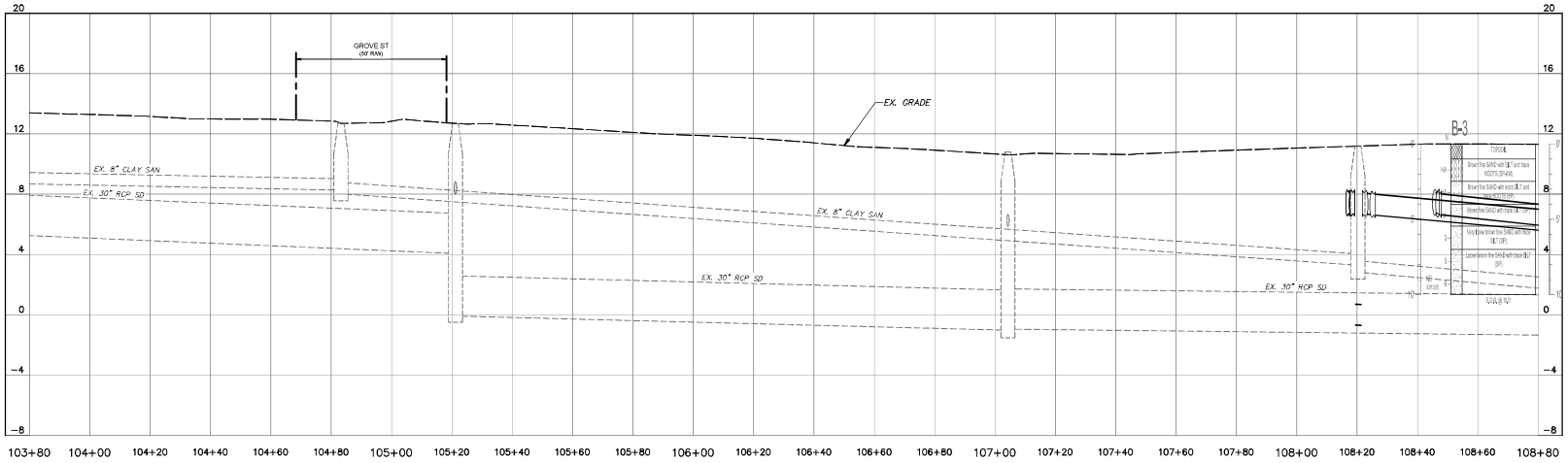
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NOT FOR CONSTRUCTION

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PLAN VIEW
HORIZ. SCALE: 1"=20'

SCALE: 1"=20' (Horiz.)



PROFILE VIEW
HORIZ. SCALE: 1"=20'
VERT. SCALE: 1"=4'

SCALE: 1"=4' (Vert.)

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

STA. 103+80 - STA. 108+80
TOMOKA AVE UTILITIES OPEN CUT

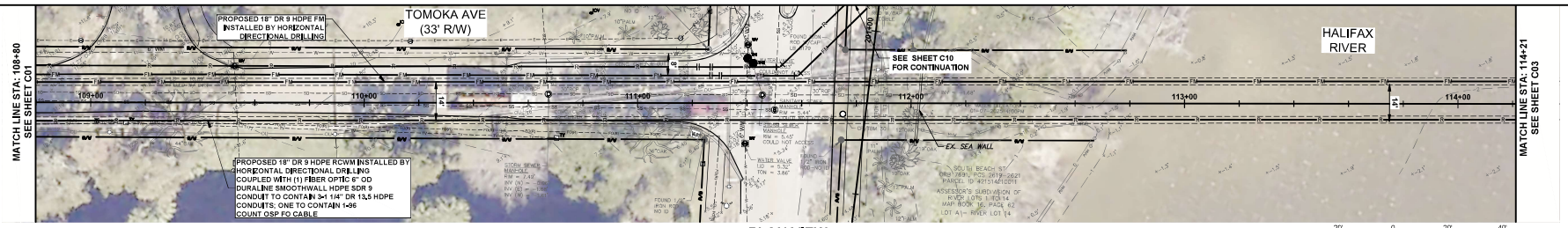
PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

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REVISION: A

STATUS: ISSUED FOR BID
NOT FOR CONSTRUCTION

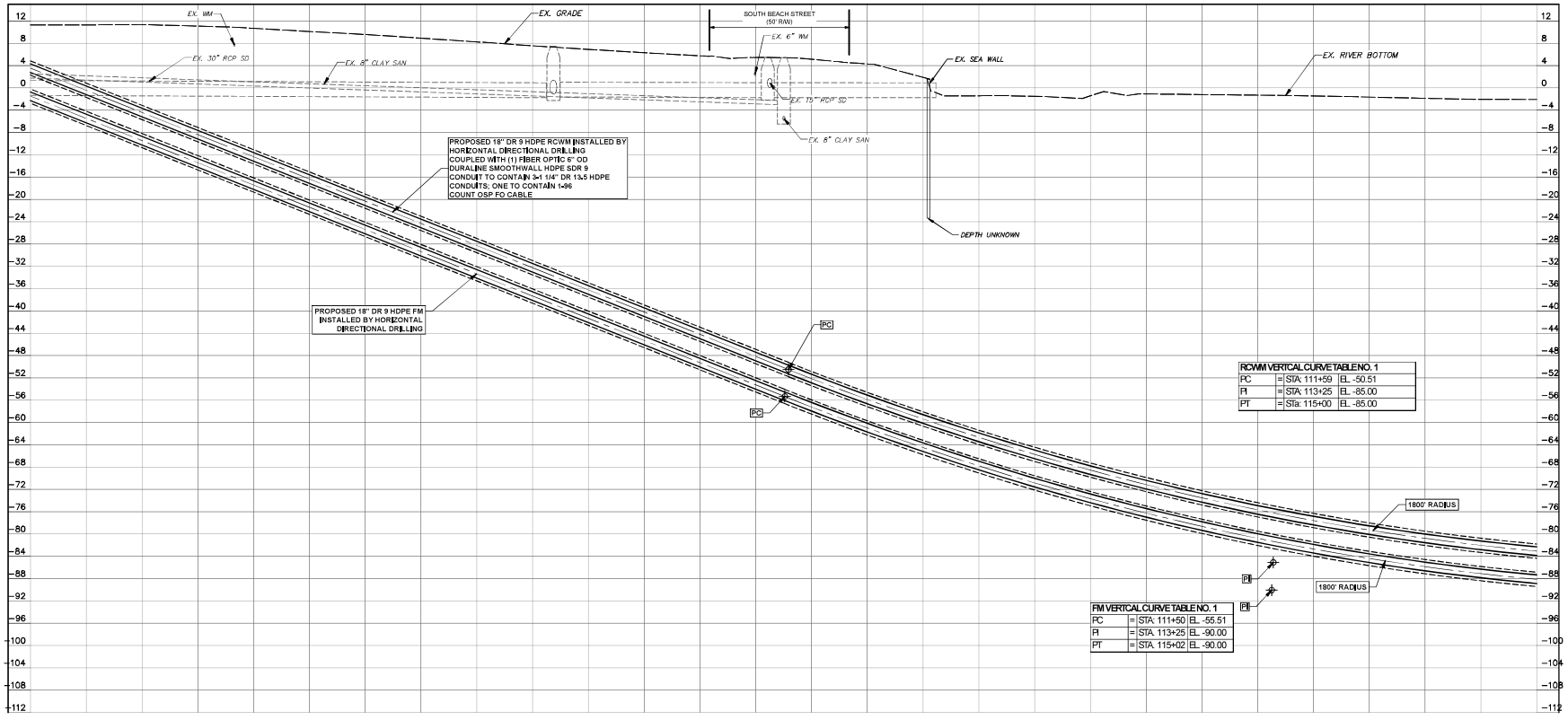
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PLAN VIEW

HORIZ. SCALE: 1"=20'

SCALE: 1"=20' (Horiz.)



RCWM VERTICAL CURVE TABLE NO. 1

PC	=	STA: 111+59	EL. -50.51
PI	=	STA: 113+25	EL. -85.00
PT	=	STA: 115+00	EL. -85.00

FM VERTICAL CURVE TABLE NO. 1

PC	=	STA: 111+50	EL. -55.51
PI	=	STA. 113+25	EL. -90.00
PT	=	STA. 115+02	EL. -90.00

PROFILE VIEW

HORIZ. SCALE: 1"=20'

VERT. SCALE: 1"=8'

SCALE: 1"=8' (Vert.)

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

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Phone: (386) 274-2828, Fax: (386) 274-1393

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

STA. 109+00 - STA. 114+20
HALIFAX RIVER UTILITIES HDD

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE

HORIZONTAL: AS SHOWN

VERTICAL: AS SHOWN

C02

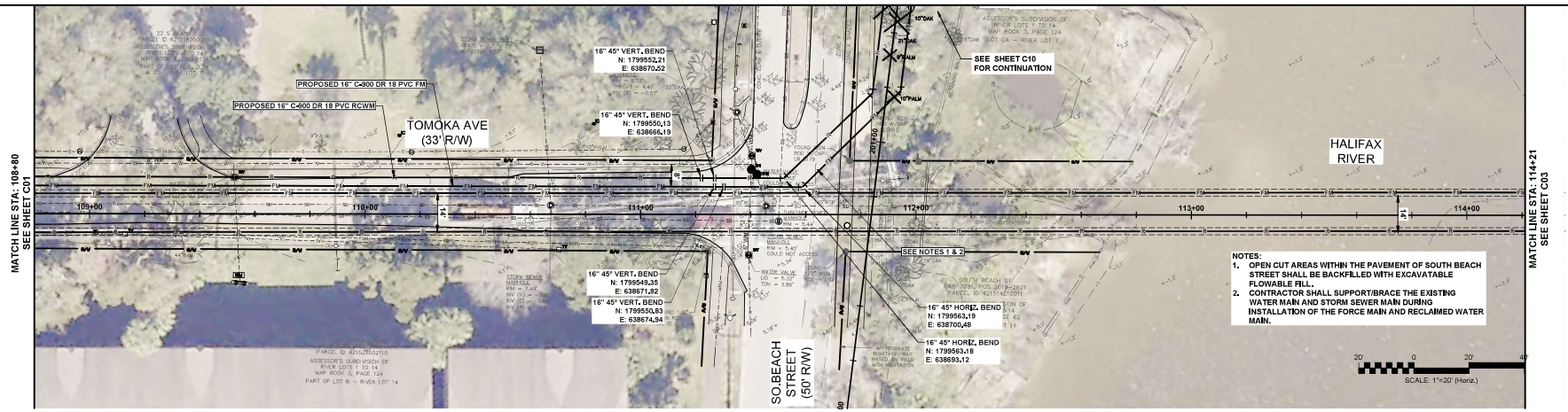
DRAWING NUMBER

A

REVISION

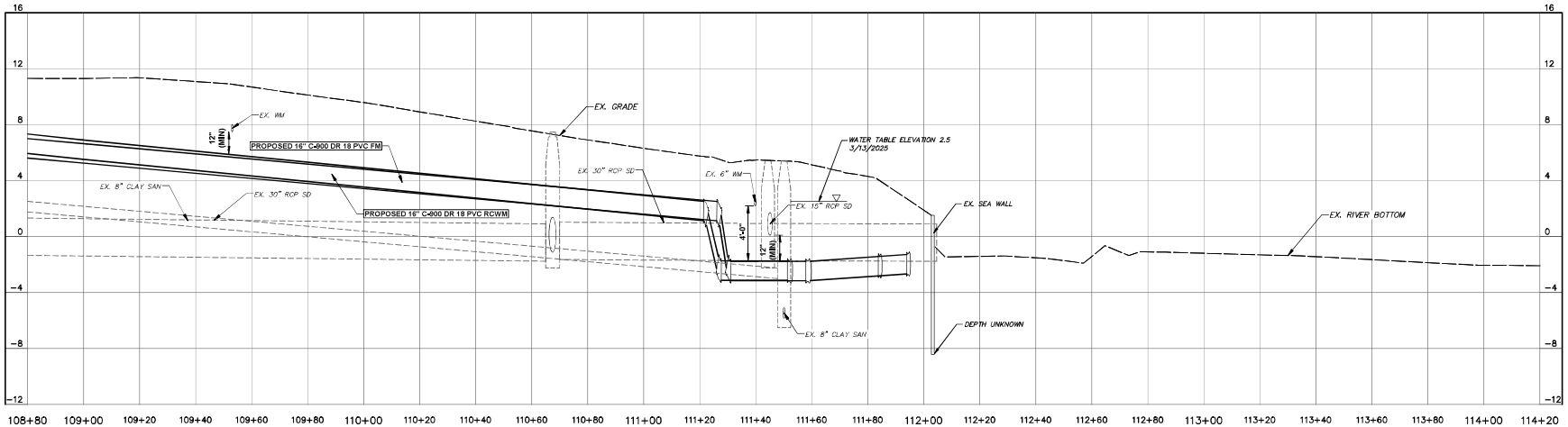
STATUS: ISSUED FOR BID
NOT FOR CONSTRUCTION

I:\01026\0140\ENG\60-DRAWINGS\CM\LCU01-010260140.DWG 01/23/2026 14:37:43 MATTHEW CLARK



PLAN VIEW

HORIZ. SCALE: 1"=20'



PROFILE VIEW

HORIZ. SCALE: 1"=20'
VERT. SCALE: 1"=4'

4' 0' 4' 8'
SCALE: 1"=4' (Vert.)

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

CHARLES H. HILL LICENSE No 81509 STATE OF FLORIDA PROFESSIONAL ENGINEER

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

STA. 109+00 - STA. 114+20 TOMOKA AVE. UTILITIES OPEN CUT

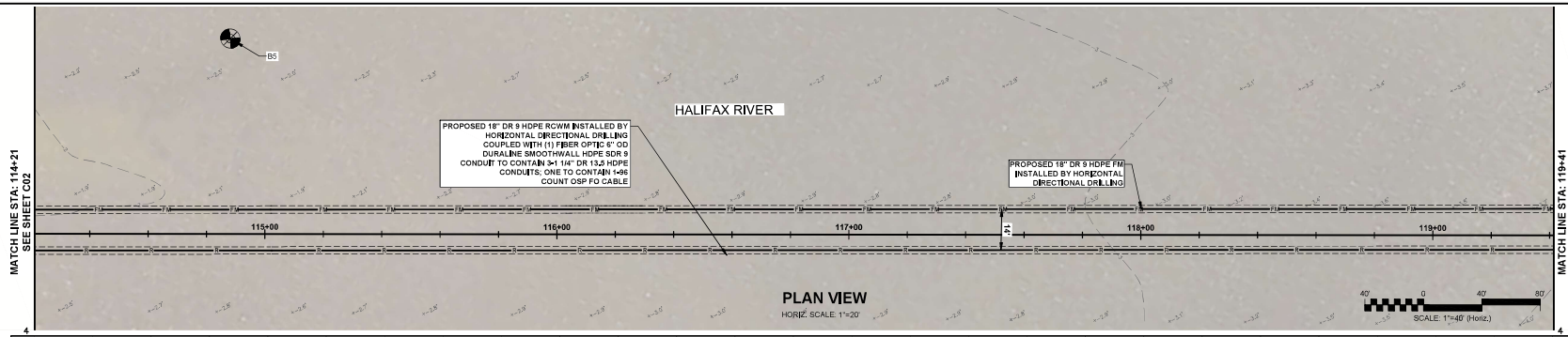
PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

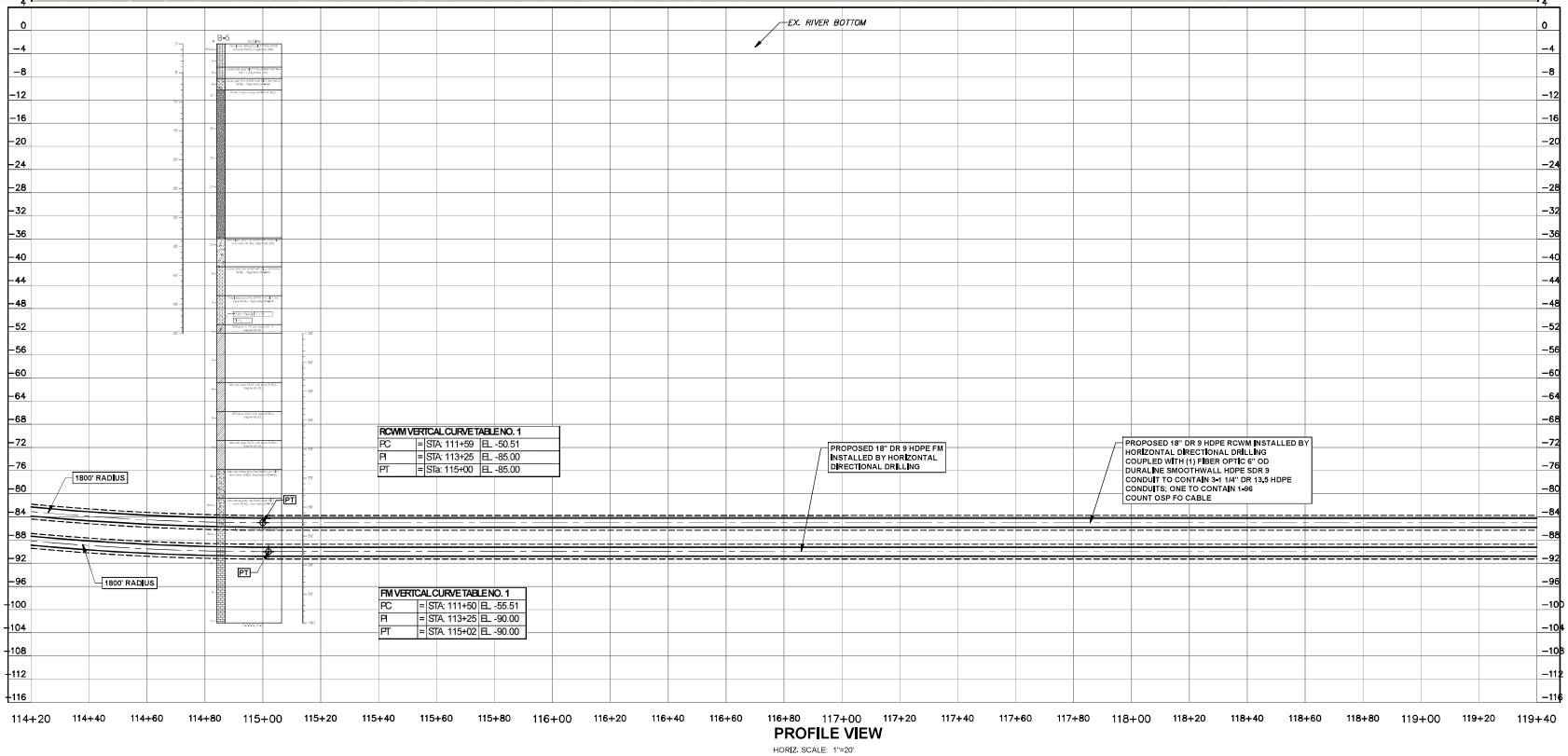
SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

C02A
DRAWING NUMBER
A
REVISION

STATUS: **ISSUED FOR BID**
NOT FOR CONSTRUCTION

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REV. NO.	DESCRIPTION	DATE
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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

STA. 114+20 - STA. 119+40
HALIFAX RIVER UTILITIES

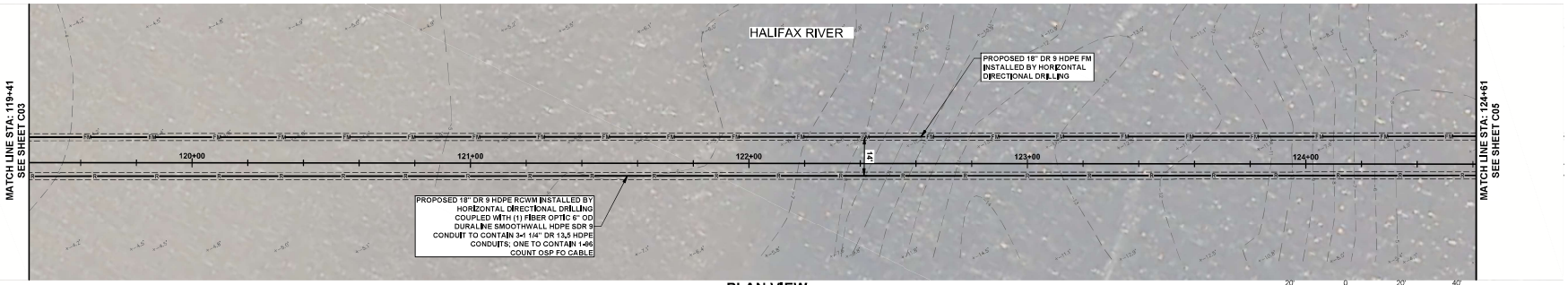
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MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

C03
DRAWING NUMBER
A
REVISION

STATUS: **ISSUED FOR BID**
NOT FOR CONSTRUCTION

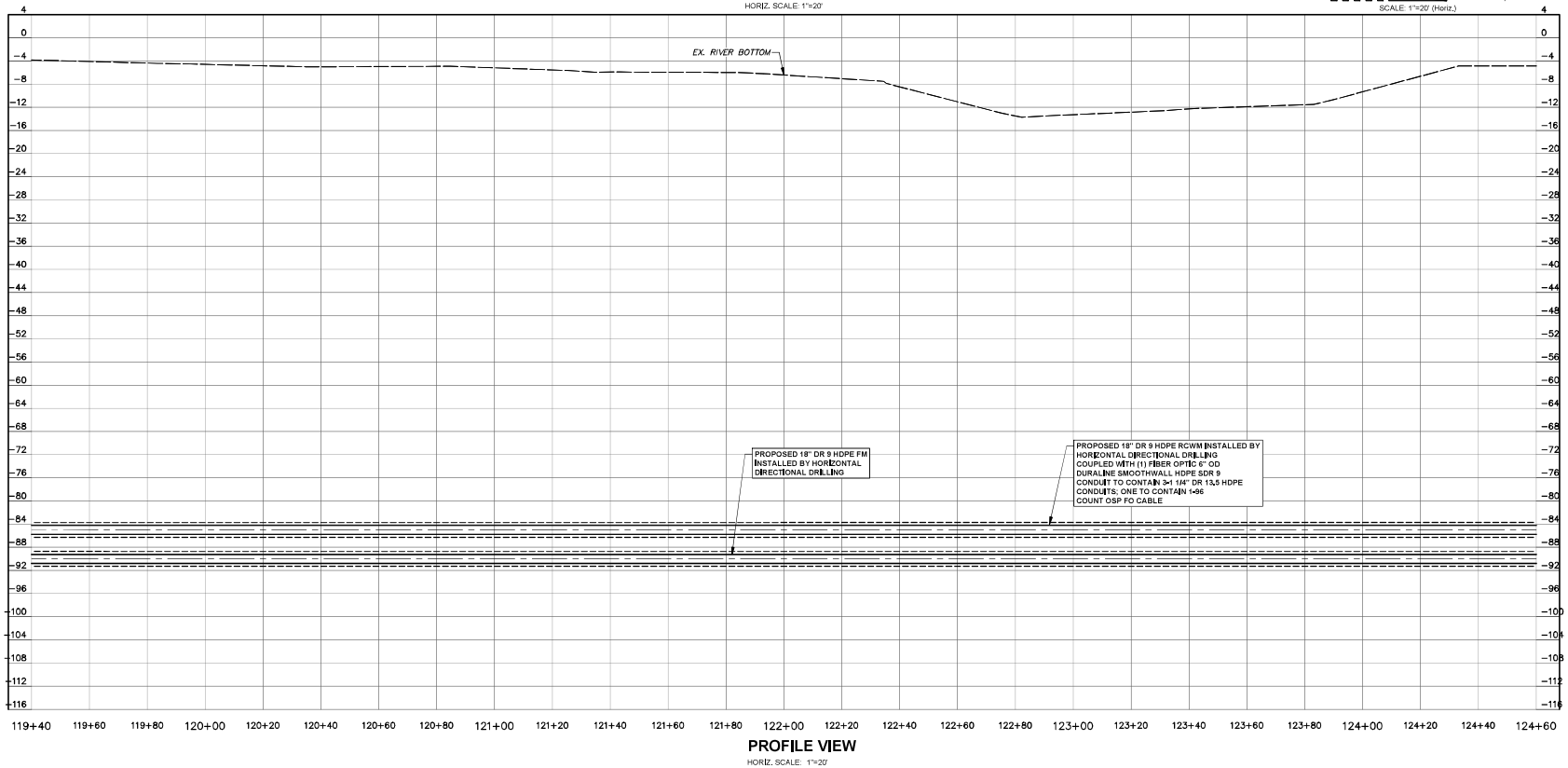
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PLAN VIEW

HORIZ. SCALE: 1"=20'

SCALE: 1"=20' (Horiz.)



PROFILE VIEW

HORIZ. SCALE: 1"=20'

VERT. SCALE: 1"=10'

SCALE: 1"=10' (Vert.)

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

STA. 119+40 - STA. 124+60
HALIFAX RIVER UTILITIES

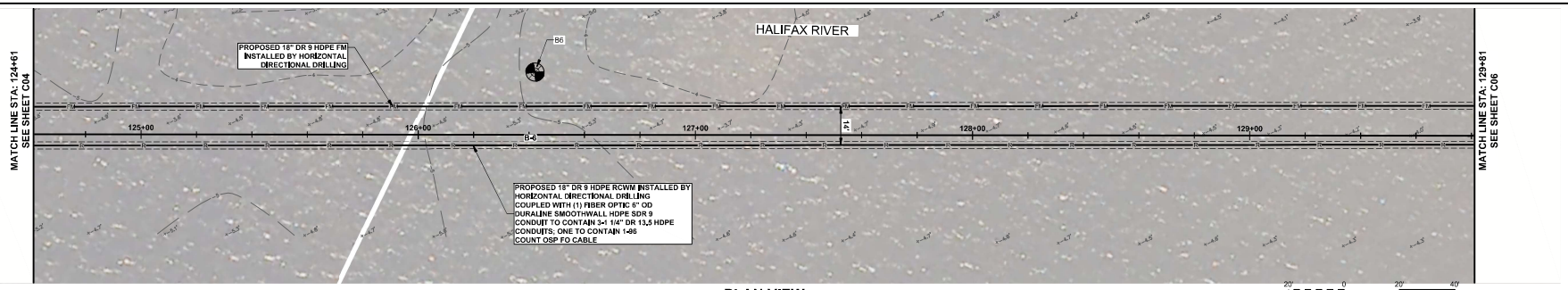
PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

C04
DRAWING NUMBER
A
REVISION

STATUS: **ISSUED FOR BID**
NOT FOR CONSTRUCTION

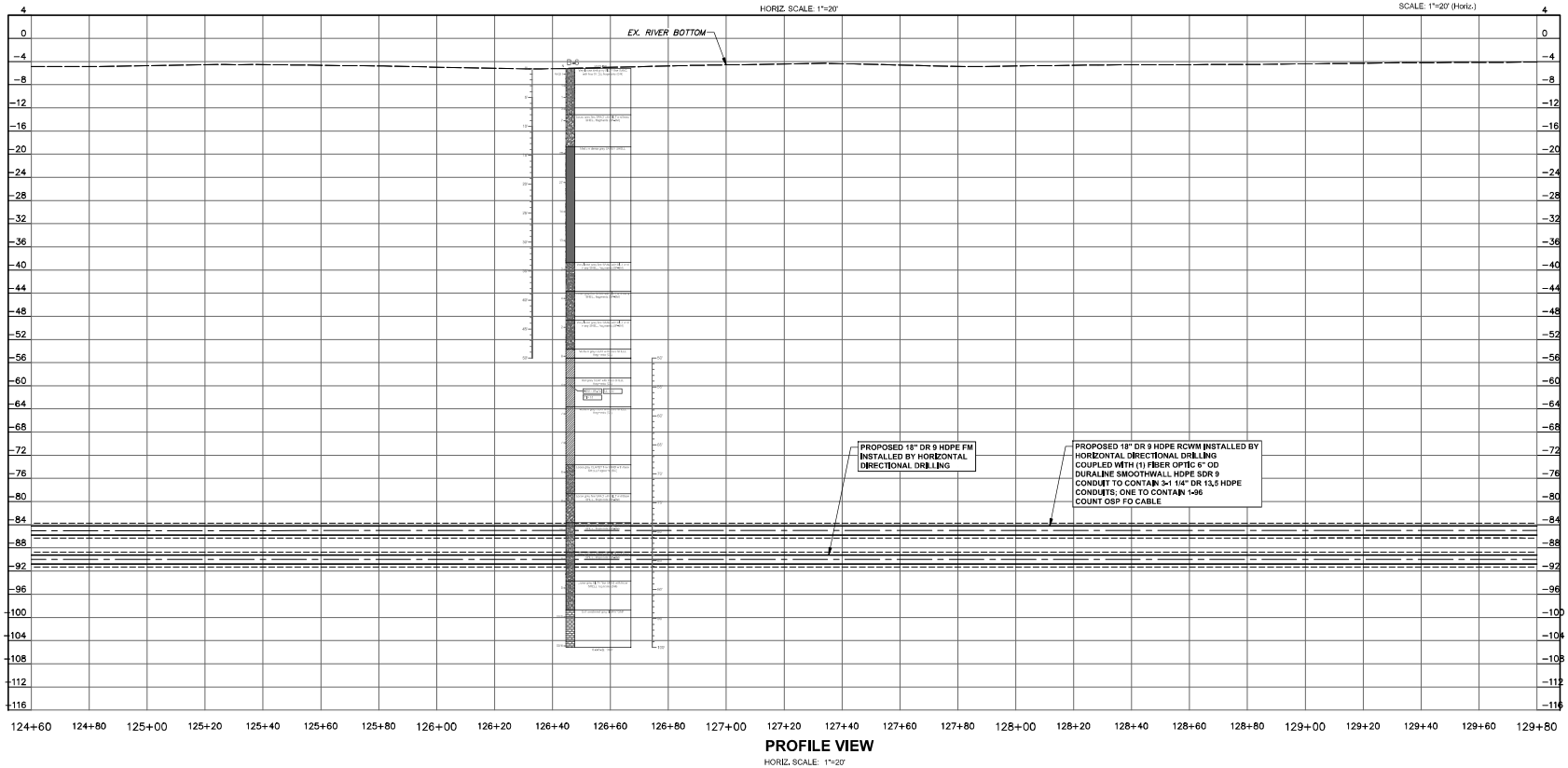
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PLAN VIEW

HORIZ. SCALE: 1"=20'

SCALE: 1"=20' (Horiz.)



PROFILE VIEW

HORIZ. SCALE: 1"=20'

VERT. SCALE: 1"=10'

SCALE: 1"=10' (Vert.)

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

STA. 124+60 - STA. 129+80
HALIFAX RIVER UTILITIES

PROJ. START DATE:	2025.JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

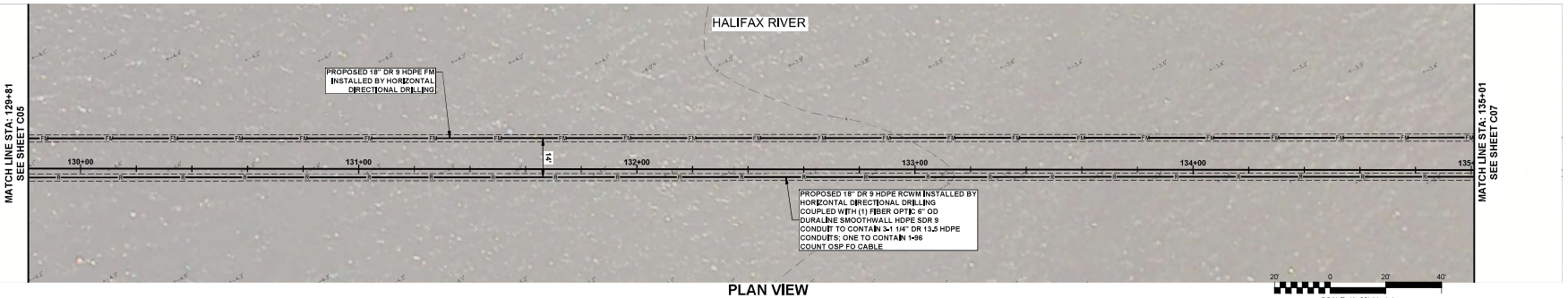
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DRAWING NUMBER: C05

REVISION: A

STATUS: **ISSUED FOR BID**
NOT FOR CONSTRUCTION

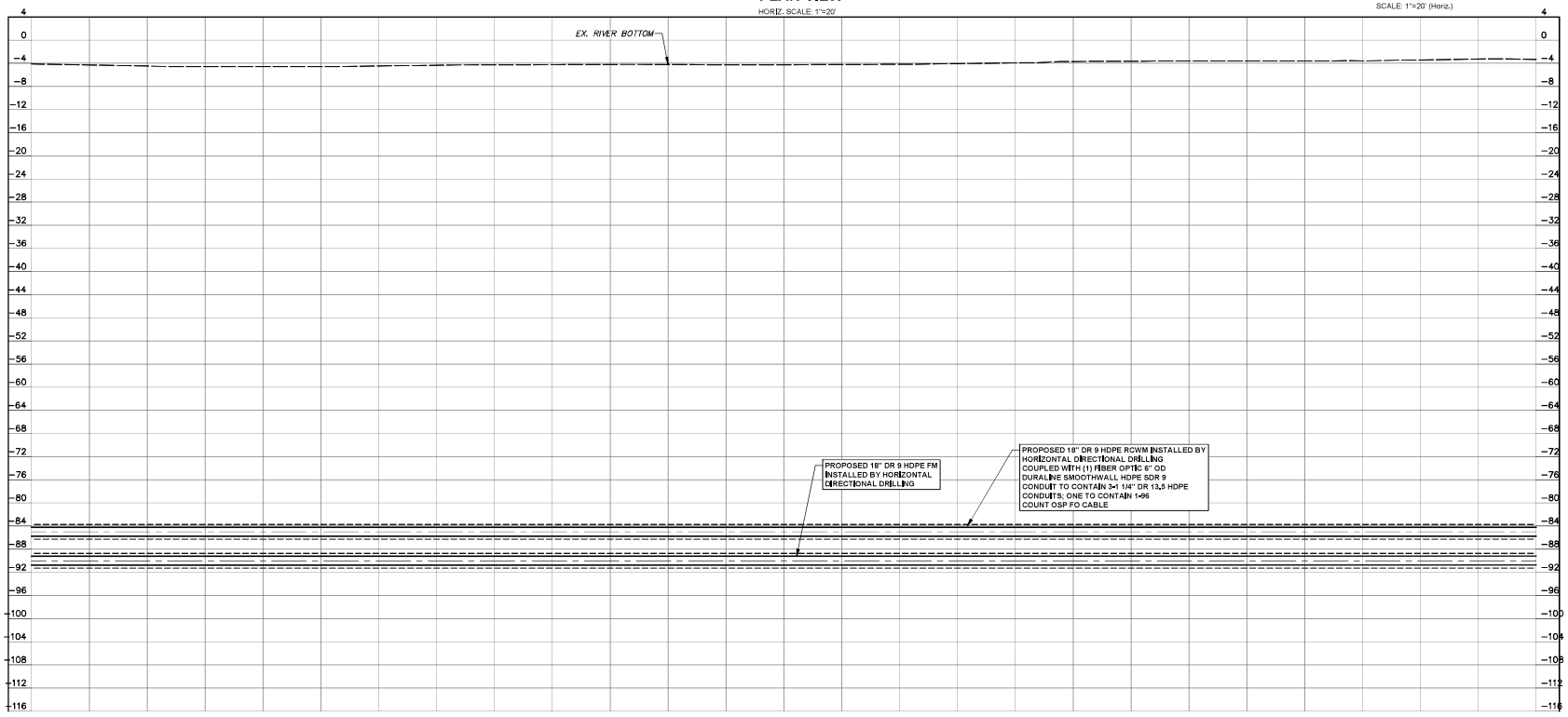
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PLAN VIEW

HORIZ. SCALE: 1"=20'

SCALE: 1"=20' (Horz.)



PROFILE VIEW

HORIZ. SCALE: 1"=20'

VERT. SCALE: 1"=10'

10' 0' 10' 20'

SCALE: 1"=10' (Vert.)

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

STA. 129+80 - STA. 135+00
HALIFAX RIVER UTILITIES

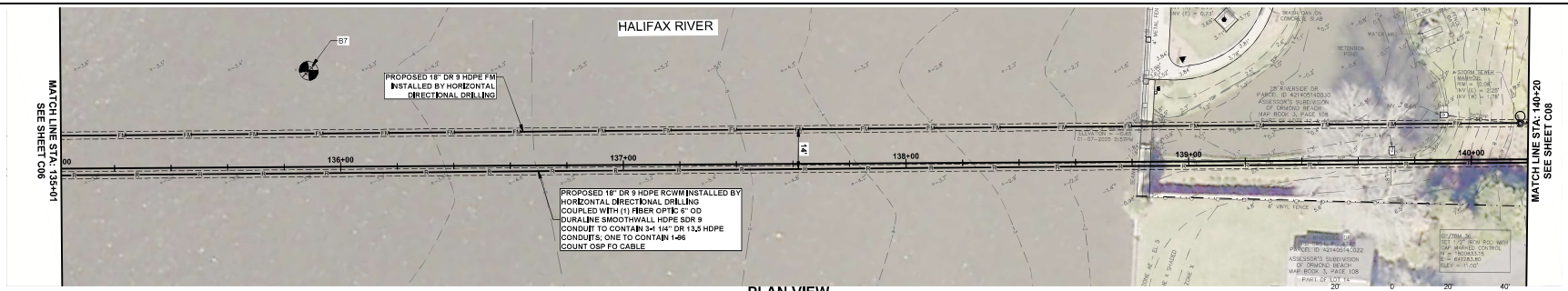
PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE	
HORIZONTAL:	AS SHOWN
VERTICAL:	AS SHOWN

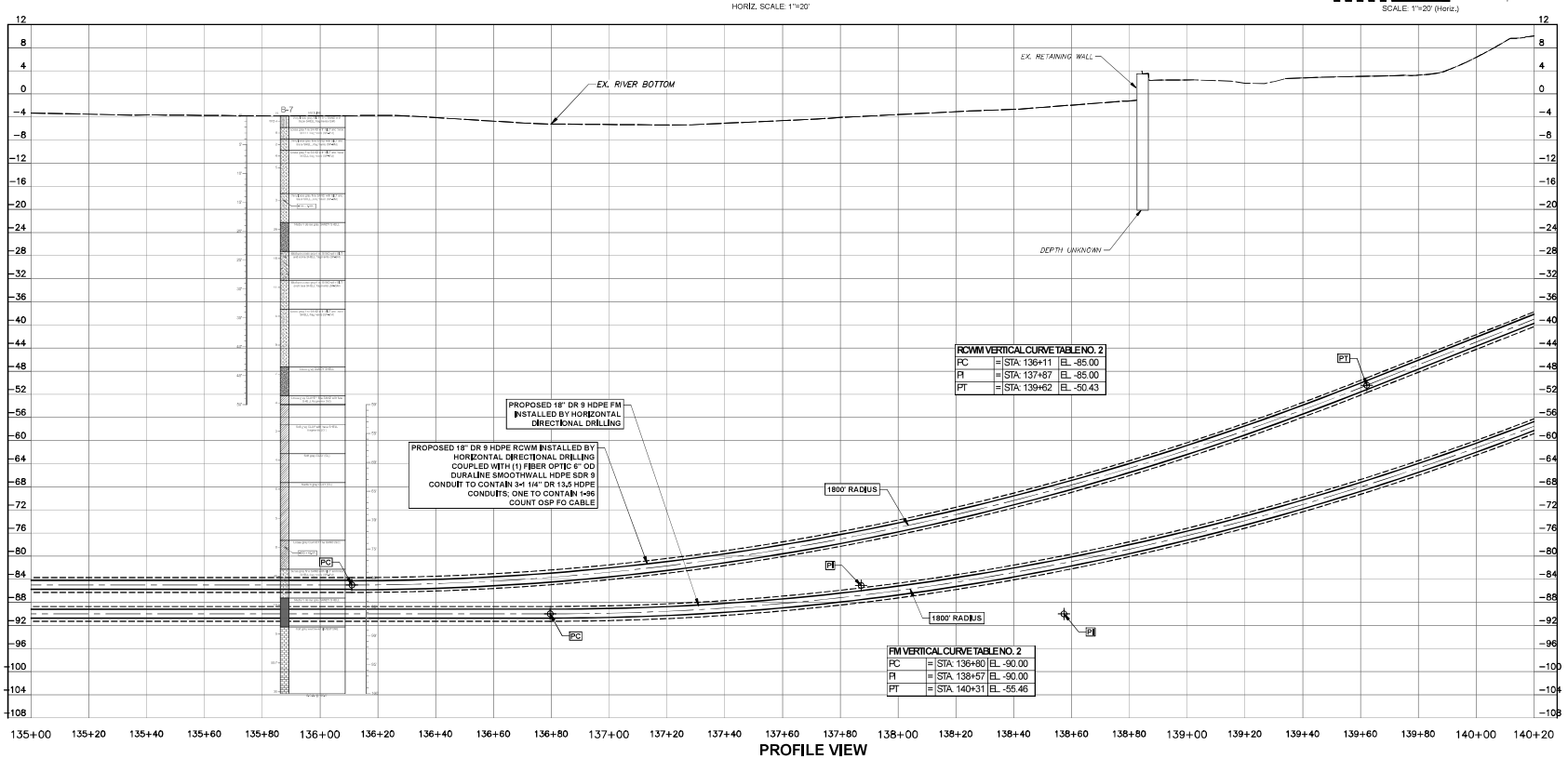
C06
DRAWING NUMBER
A
REVISION

STATUS: **ISSUED FOR BID**
NOT FOR CONSTRUCTION

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PLAN VIEW
HORIZ. SCALE: 1"=20'



RCWM VERTICAL CURVE TABLE NO. 2

PC	=	STA. 136+11	EL. -85.00
PI	=	STA. 137+87	EL. -85.00
PT	=	STA. 139+62	EL. -50.43

FM VERTICAL CURVE TABLE NO. 2

PC	=	STA. 136+80	EL. -90.00
PI	=	STA. 138+57	EL. -90.00
PT	=	STA. 140+31	EL. -55.46

PROFILE VIEW
HORIZ. SCALE: 1"=20'
VERT. SCALE: 1"=10'

SCALE: 1"=10' (Vert.)

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

STA. 135+00 - STA. 140+20
HALIFAX RIVER UTILITIES

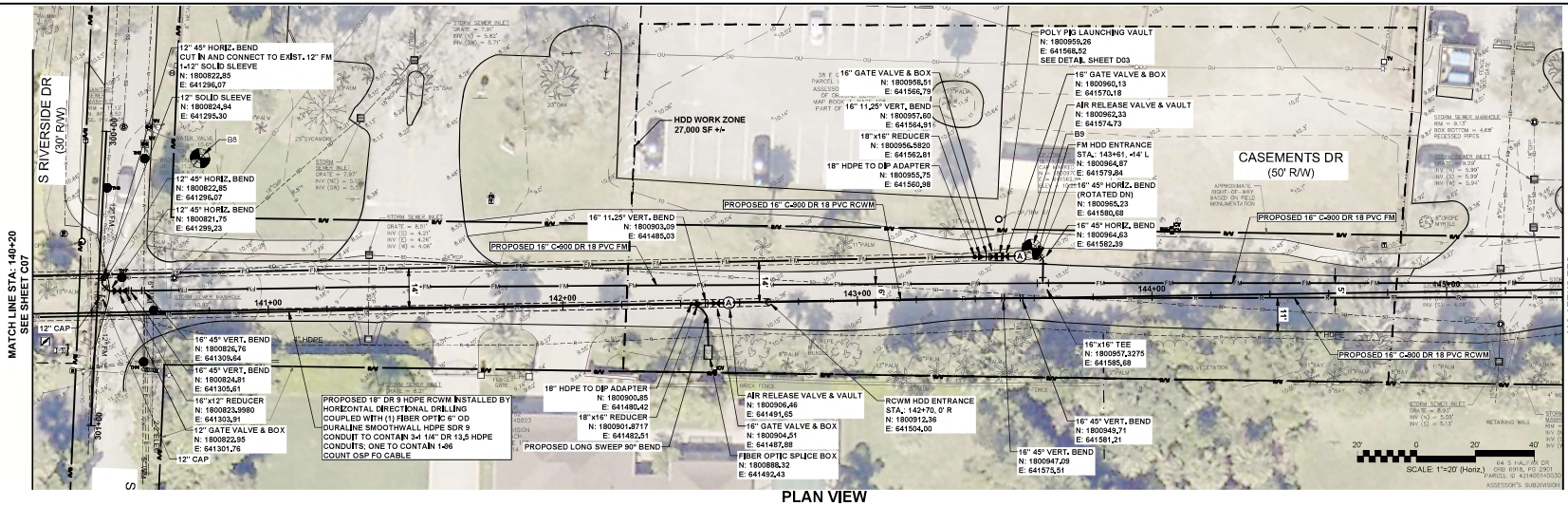
PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

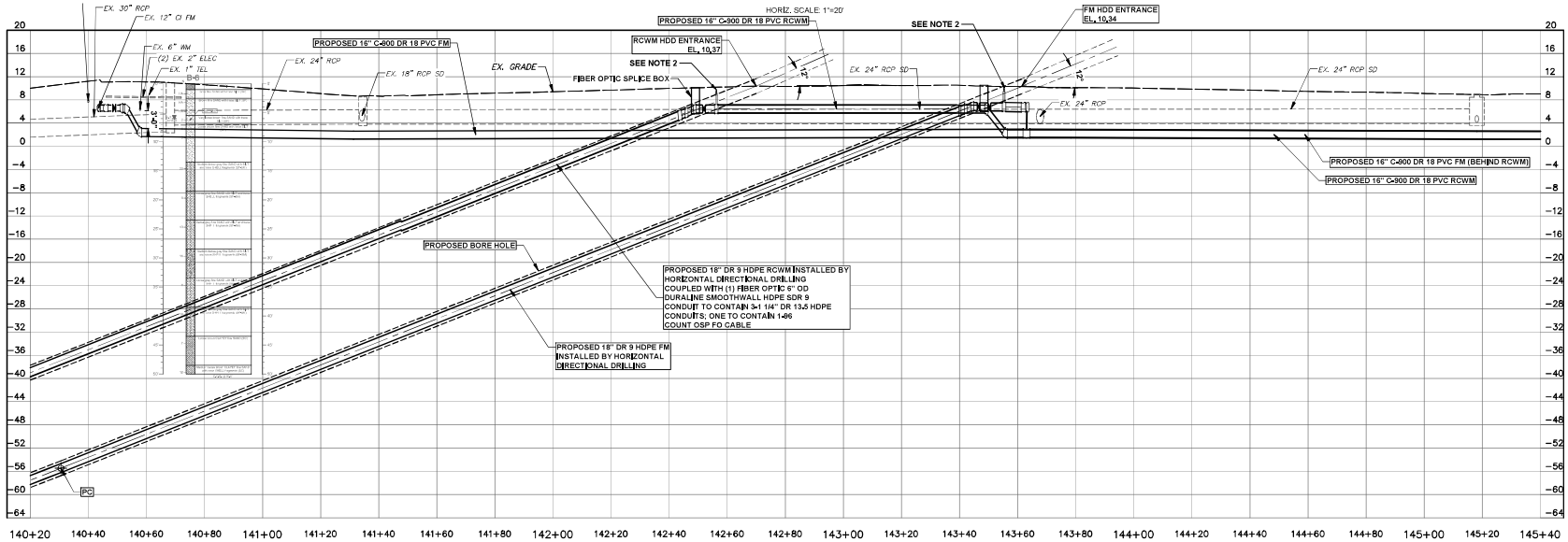
C07
DRAWING NUMBER
A
REVISION

STATUS: **ISSUED FOR BID**
NOT FOR CONSTRUCTION

I:\01026\0140\ENGM\0-DRAWINGS\CM\LCU01-010260140.DWG 01/23/2026 14:39:11 MATTHEW CLARK



PLAN VIEW



PROFILE VIEW

HORIZ. SCALE: 1"=20'
VERT. SCALE: 1"=10'

SCALE: 1"=10' (Vert.)

NOTES:

1. CASEMENTS DRIVE TO BE CLOSED IN PHASES DURING CONSTRUCTION OF ROAD AND UTILITY INSTALLATION.
2. CONTRACTOR TO CHECK ON ARV HEIGHT TO BE CERTAIN PIPE IS DEEP ENOUGH TO PREVENT BREAKING THROUGH THE SURFACE.

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

STA. 140+20 - STA. 145+40
CASEMENTS DRIVE UTILITIES

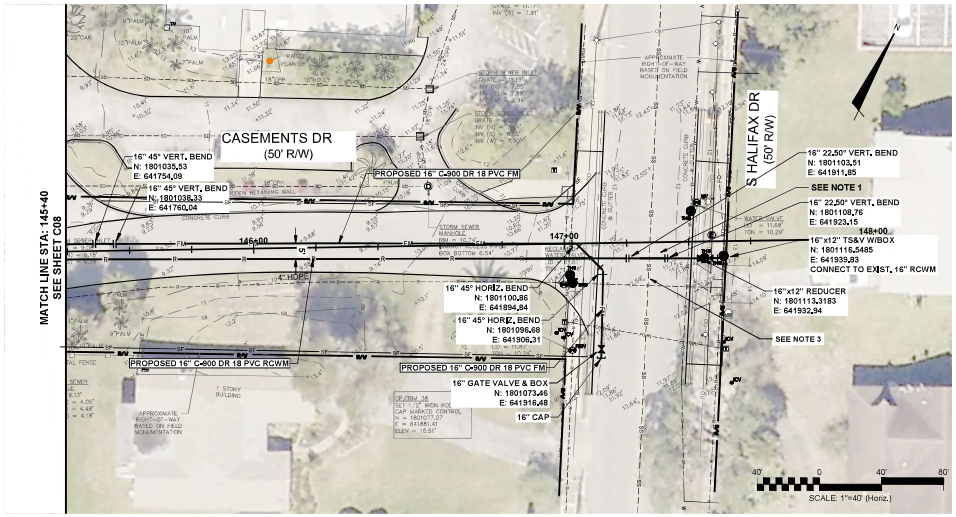
PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE	
HORIZONTAL:	AS SHOWN
VERTICAL:	AS SHOWN

C08
DRAWING NUMBER
A
REVISION

STATUS: ISSUED FOR BID
NOT FOR CONSTRUCTION

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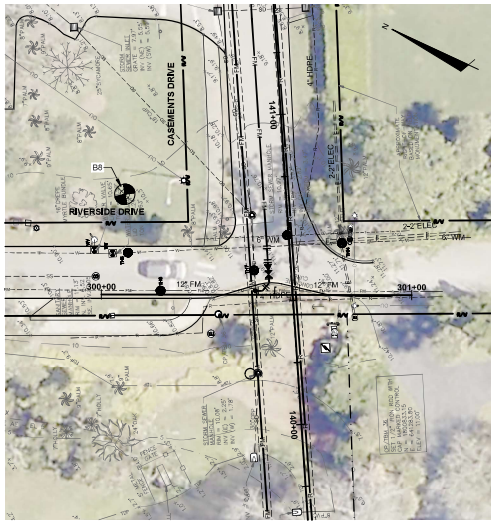


PLAN VIEW

HORIZ. SCALE: 1"=20'

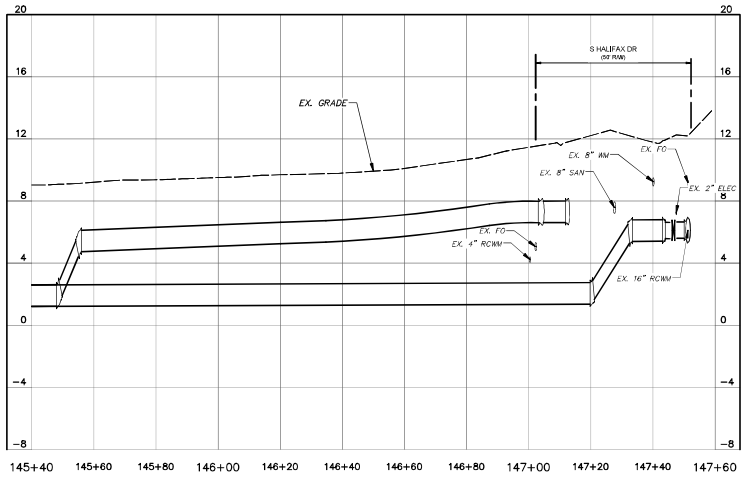
NOTES:

1. SOUTH HALIFAX DRIVE TO BE CLOSED DURING CONSTRUCTION AND CONNECTION TO EXISTING 16" RECLAIMED WATER MAIN. REFER TO MAINTENANCE OF TRAFFIC (MOT) PLAN SHEETS.
2. OPEN CUT AREAS WITHIN THE PAVEMENT OF SOUTH HALIFAX DRIVE SHALL BE BACKFILLED WITH EXCAVATABLE FLOWABLE FILL.
3. CONTRACTOR SHALL REPLACE THE EXISTING 8" VCP GRAVITY SEWER MAIN WITH 2 JOINTS OF 8" C-900 PVC PIPE. BYPASS PUMPING SHALL BE EMPLOYED DURING THE PIPE REPLACEMENT.



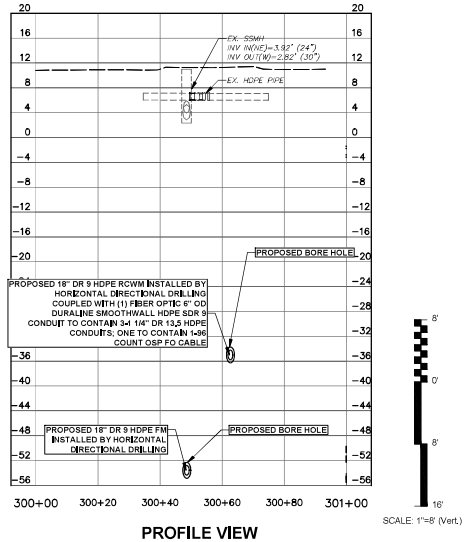
PLAN VIEW-RIVERSIDE DRIVE

HORIZ. SCALE: 1"=20'



PROFILE VIEW

HORIZ. SCALE: 1"=20'
VERT. SCALE: 1"=4'



PROFILE VIEW

HORIZ. SCALE: 1"=20'
VERT. SCALE: 1"=8'

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

STA. 145+40 - STA. 147+60
CASEMENTS DRIVE UTILITIES

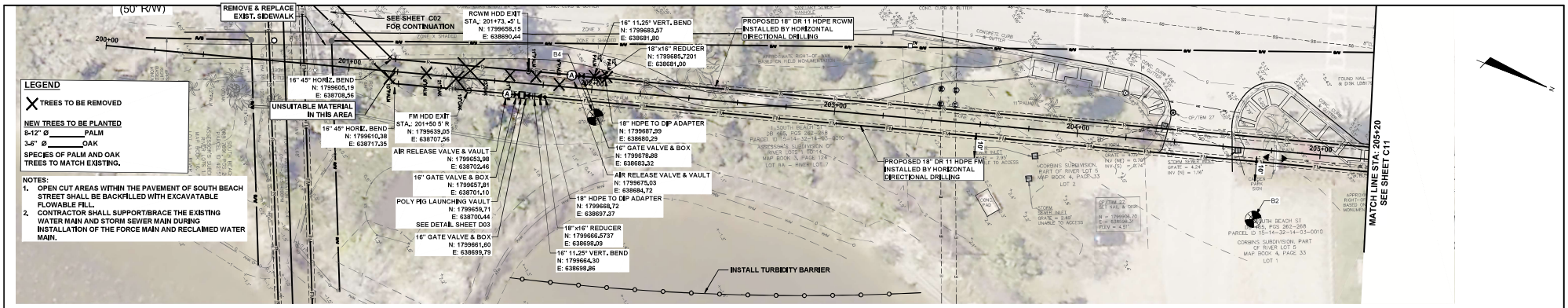
PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

C09
DRAWING NUMBER
A
REVISION

STATUS: **ISSUED FOR BID**
NOT FOR CONSTRUCTION

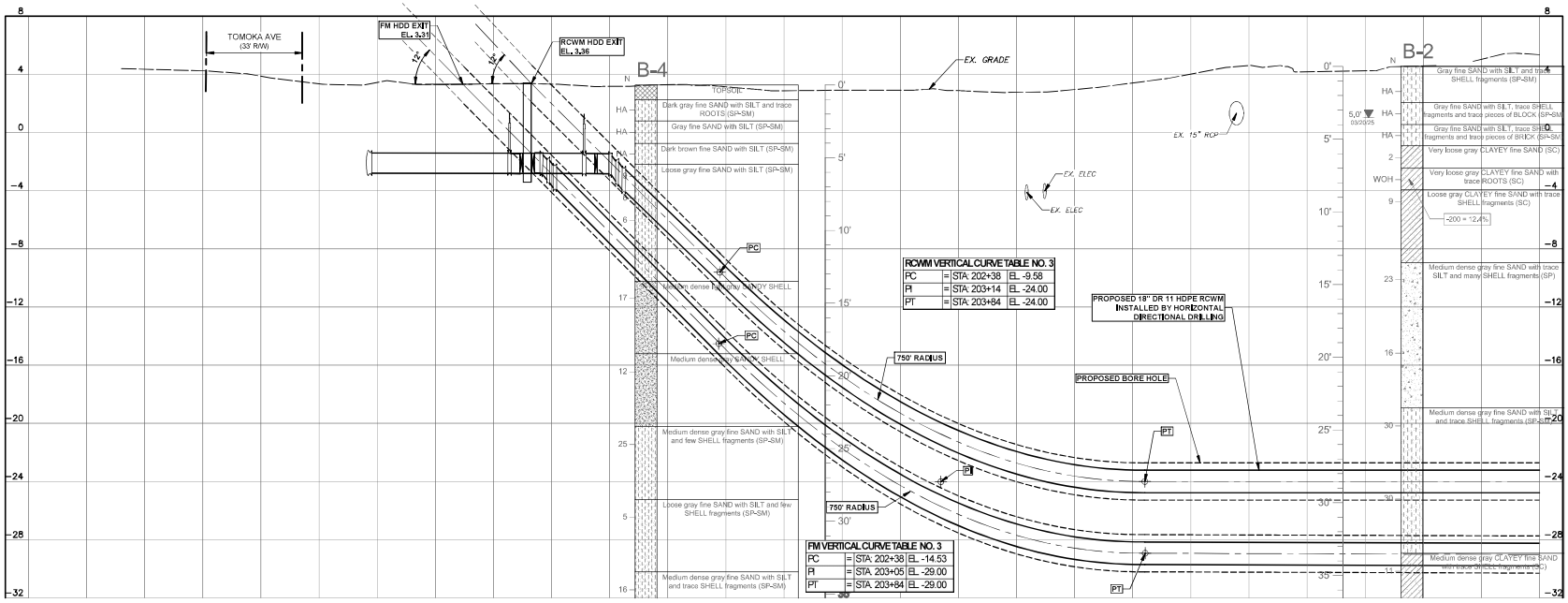
I:\01026\0140\ENGM\5-DRAWINGS\CM\LCU01-010260140.DWG 01/23/2026 14:39:45 MATTHEW CLARK



PLAN VIEW

HORIZ. SCALE: 1"=20'

SCALE: 1"=20' (Horiz.)



PROFILE VIEW

HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"=4'

SCALE: 1"=4' (Vert.)

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

STA. 200+00 - STA. 205+20
BEACH STREET UTILTITIES

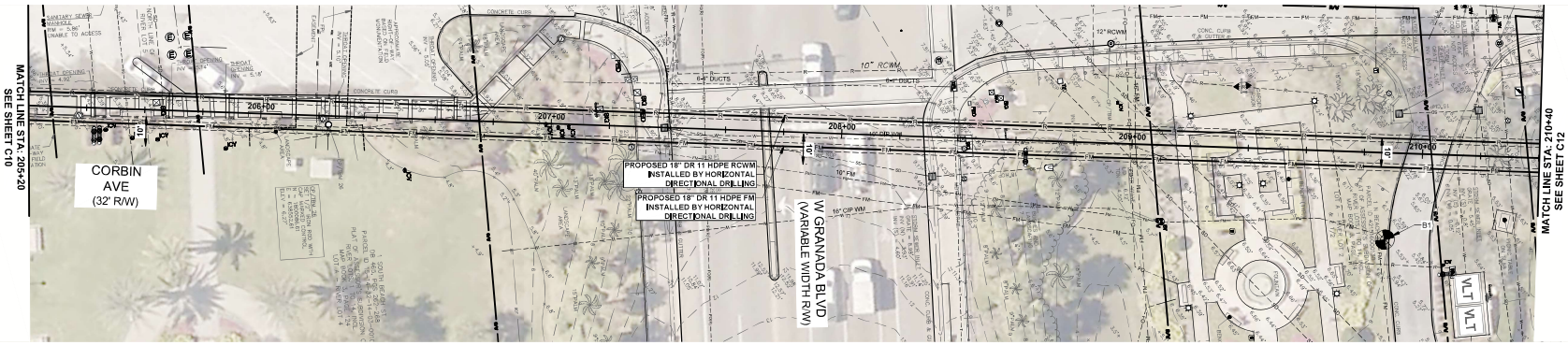
PROJ. START DATE:	2025JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

DRAWING NUMBER: C10
REVISION: A

STATUS: **ISSUED FOR BID**
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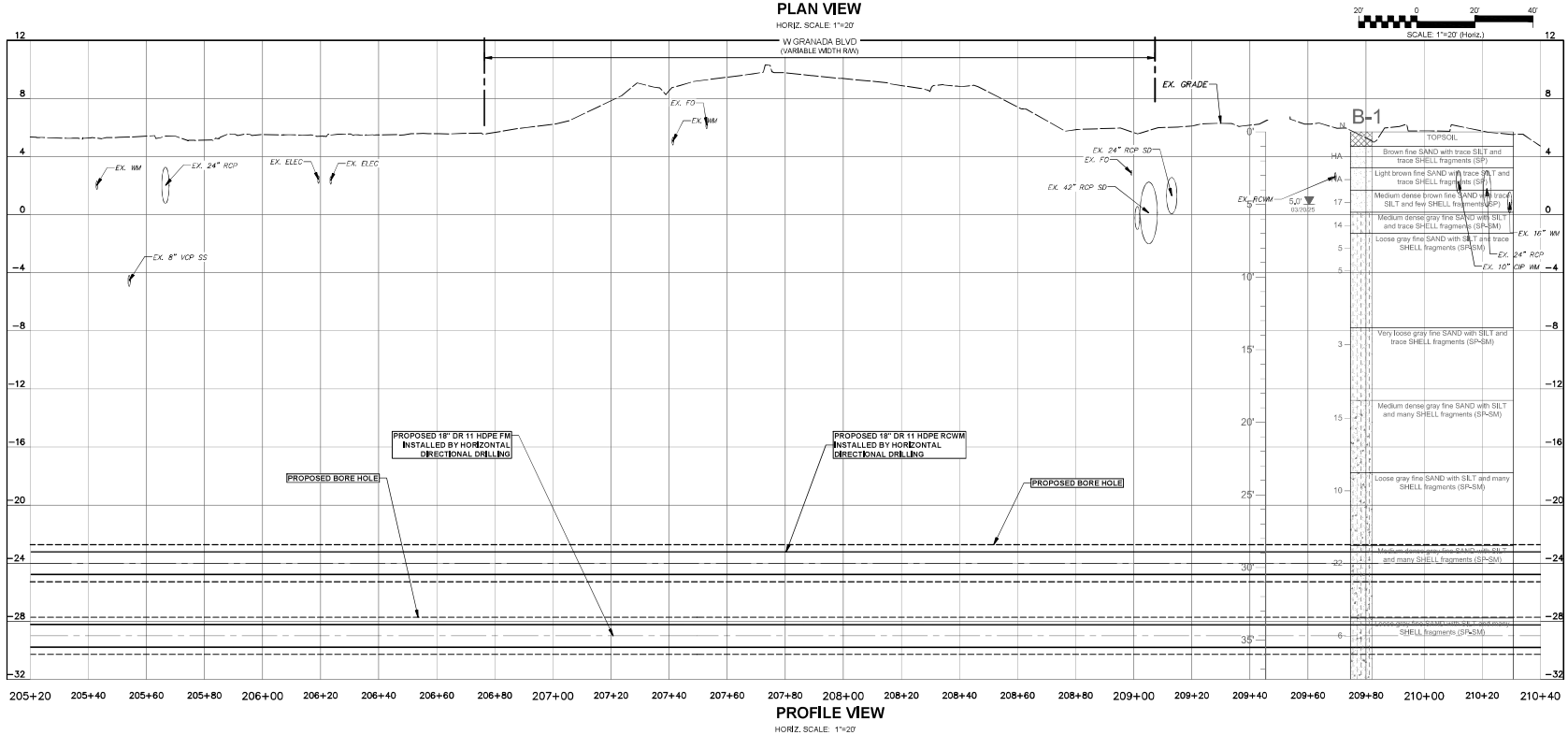
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PLAN VIEW

HORIZ. SCALE: 1"=20'

SCALE: 1"=20' (Horiz.)



PROFILE VIEW

HORIZ. SCALE: 1"=20'

VERT. SCALE: 1"=4'

SCALE: 1"=4' (Vert.)

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

STA. 205+20 - STA. 210+40
BEACH STREET UTILTITIES

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

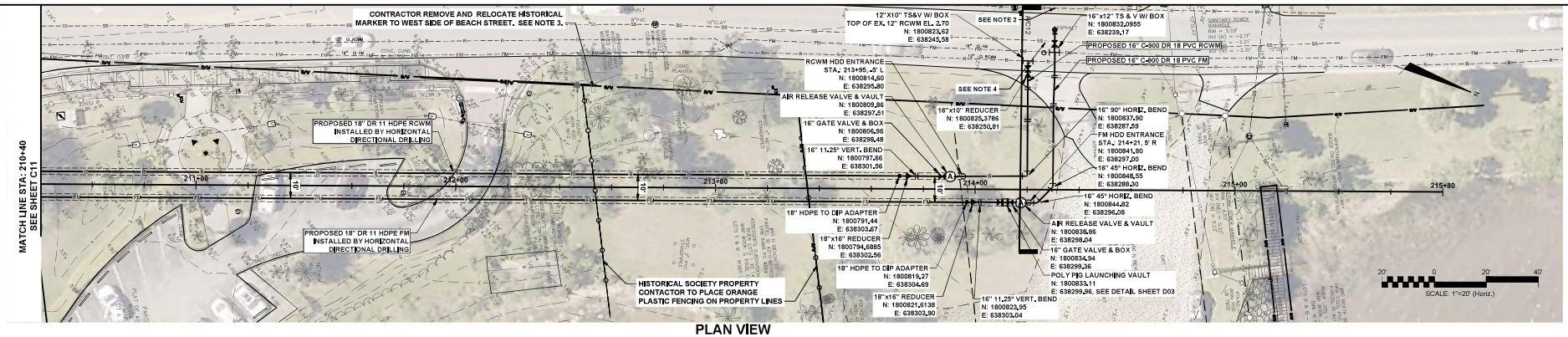
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DRAWING NUMBER: C11

REVISION: A

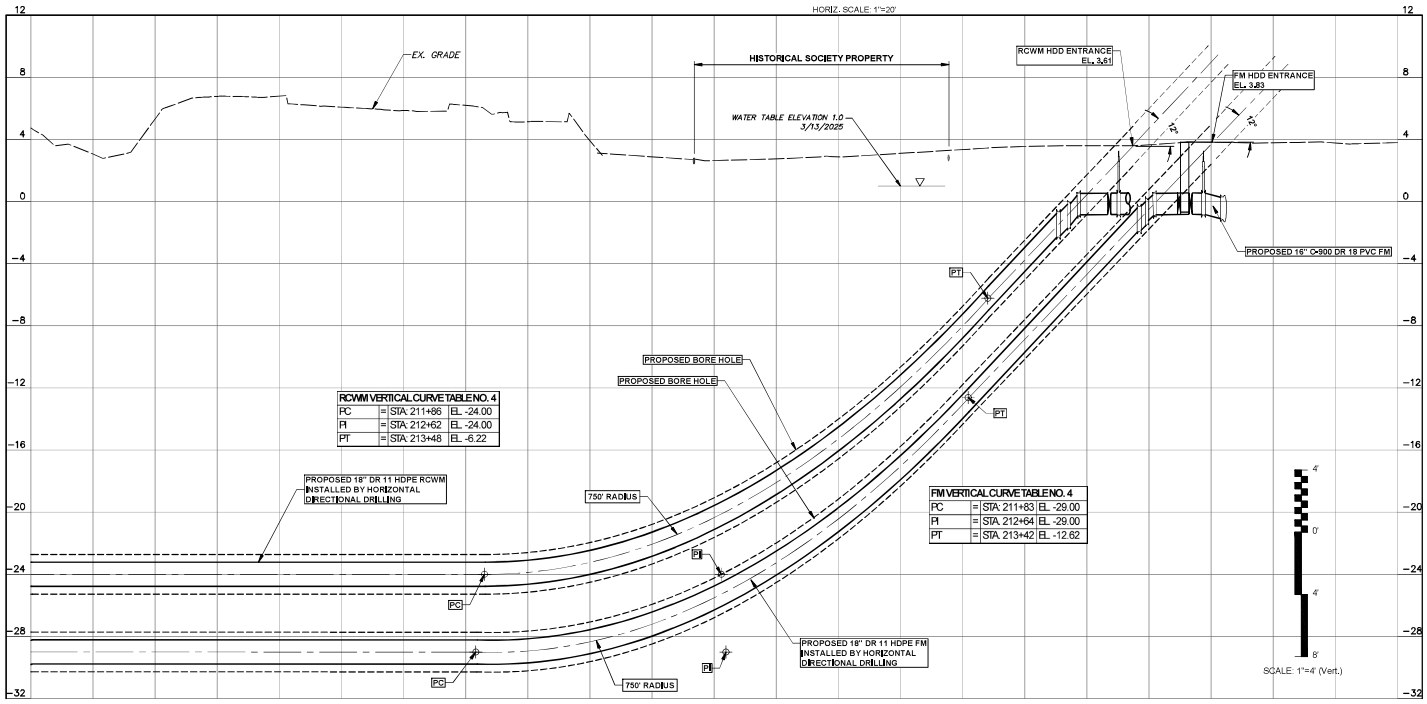
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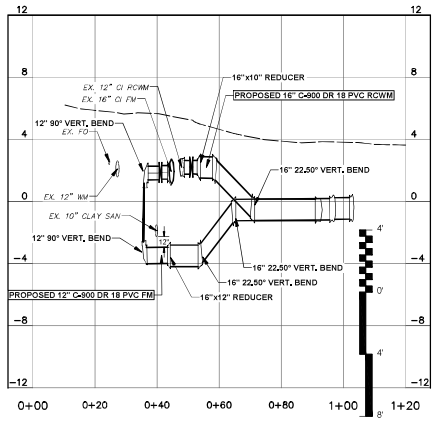
PLAN VIEW

HORIZ. SCALE: 1"=20'



PROFILE VIEW

HORIZ. SCALE: 1"=20'
VERT. SCALE: 1"=4'



PROFILE VIEW-A/212

SCALE: 1"=4' (Vert.)

HORIZ. SCALE: 1"=20'
VERT. SCALE: 1"=4'

NOTES:

1. OPEN CUT AREAS WITHIN PAVEMENT-BACKFILL & COMPACT WITH CLEAN SOILS AND COMPACTED TO 98% COMPACTION OF A MODIFIED PROCTOR PER FDOT. EXCAVATABLE FLOWABLE FILL WILL BE OPTIONAL.
2. CONTRACTOR SHALL PROTECT THE EXISTING WATER MAIN ON THE WEST SIDE OF BEACH ST. DURING INSTALLATION OF THE FORCE MAIN AND RECLAIMED WATER MAIN.
3. SEE SECTION 01025 OF THE PROJECT MANUAL FOR INSTRUCTIONS ON THE RELOCATION.
4. CONTRACTOR SHALL REPLACE THE EXISTING 10" VCP GRAVITY SEWER MAIN WITH 2 JOINTS OF 10" C-900 PVC PIPE. BYPASS PUMPING SHALL BE EMPLOYED DURING THE PIPE REPLACEMENT.

REV. NO.	DESCRIPTION	DATE
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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

STA. 210+40 - STA. 215+80
BEACH STREET UTILTITIES

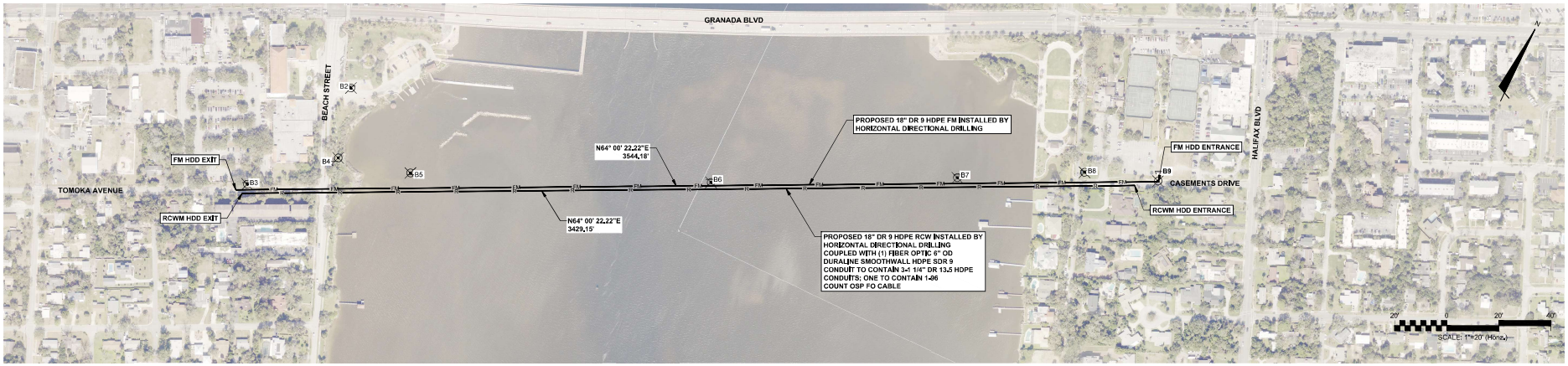
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MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

C12
DRAWING NUMBER
A
REVISION

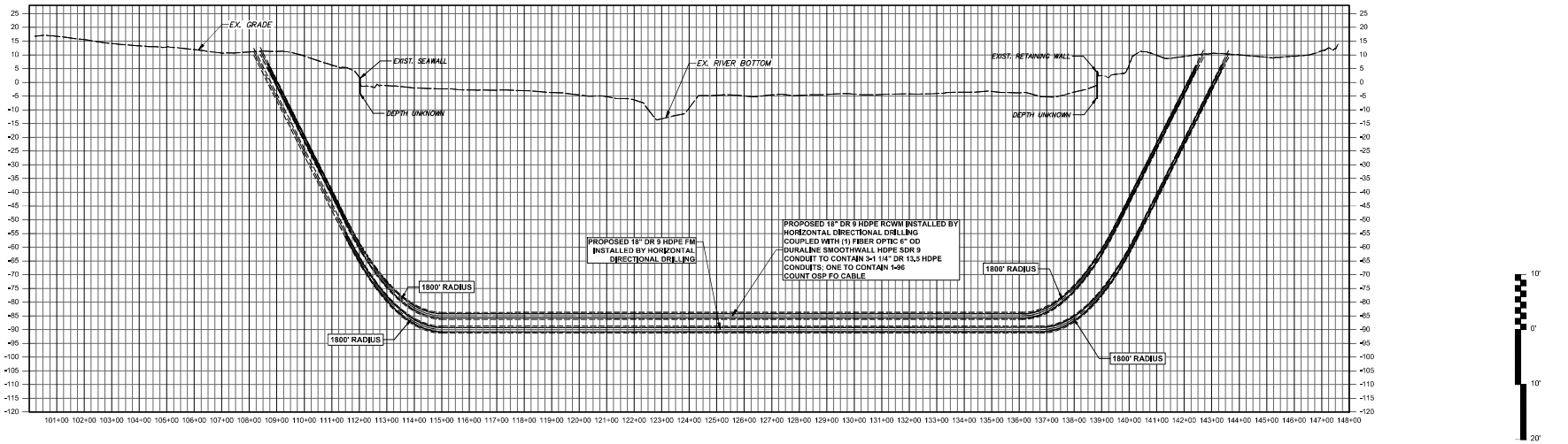
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PLAN VIEW

HORIZ. SCALE: 1"=200'



PROFILE VIEW

HORIZ. SCALE: 1"=200
VERT. SCALE: 1"=20'

10' 0' 10' 20'

SCALE: 1"=10' (Vert.)

REV. NO.	DESCRIPTION	DATE
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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

OVERALL DRILL HALIFAX RIVER PLAN AND PROFILE

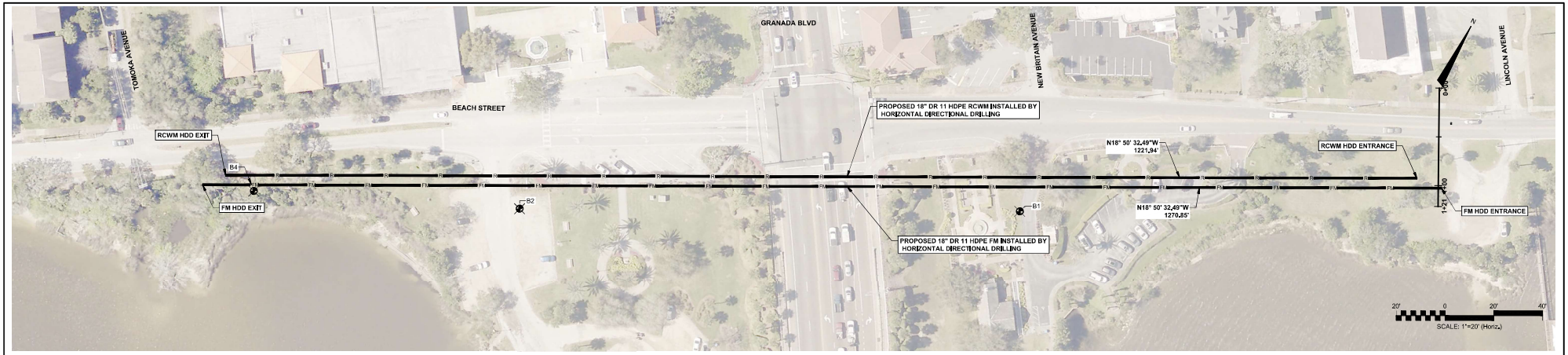
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MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

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HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

C13
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REVISION

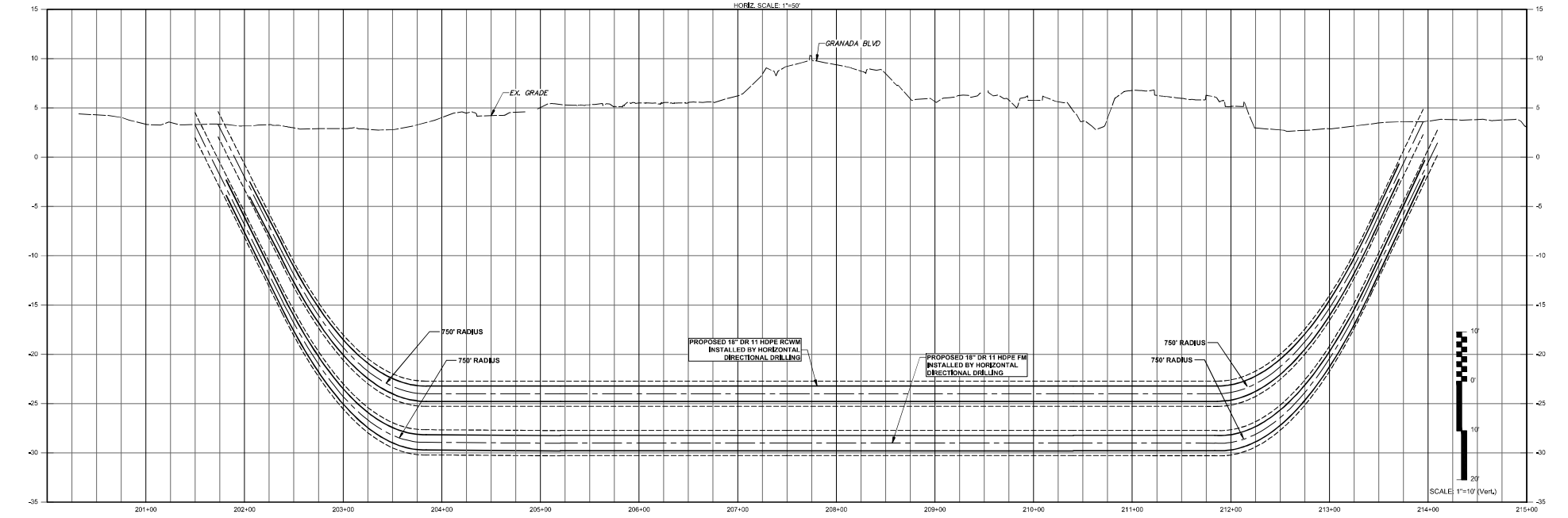
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PLAN VIEW

HORIZ. SCALE: 1"=50'



PROFILE VIEW

HORIZ. SCALE: 1"=50'
VERT. SCALE: 1"=5'

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

OVERALL DRILL BEACH STREET PLAN & PROFILE

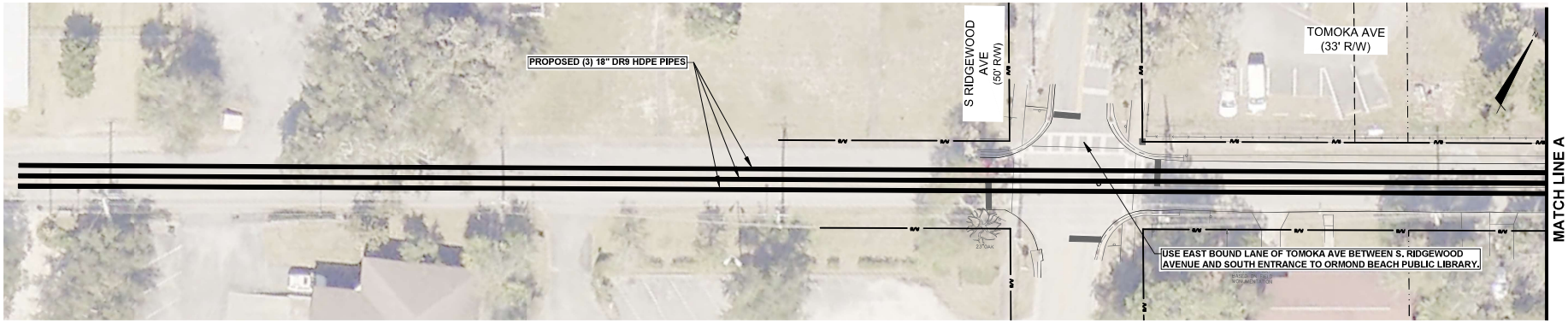
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MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

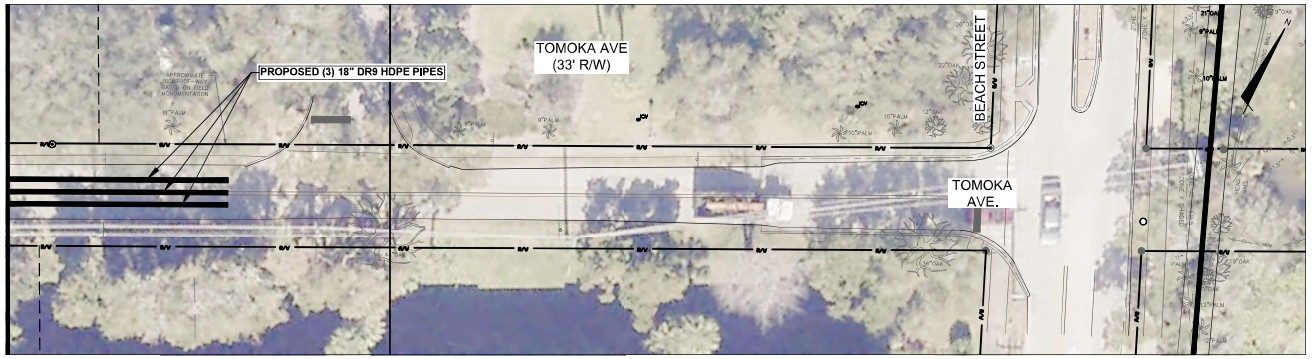
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NOTES:

1. NO LEFT TURN FROM GROVE STREET ON TO TOMOKA AVENUE DURING LAYDOWN OF HALIFAX RIVER'S HDD'S PIPE.
2. PROVIDE FLAGGERS FOR LOCAL TRAFFIC ONLY DURING PULL BACK OF HALIFAX RIVER HDD'S.
3. REFER TO SHEET M02 FOR MAINTENANCE OF TRAFFIC PLAN.

20' 0 20' 40'
SCALE: 1"=20' (Horiz.)

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

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CITY OF ORMOND BEACH FLORIDA

HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

PIPE LAYDOWN PLAN HALIFAX RIVER

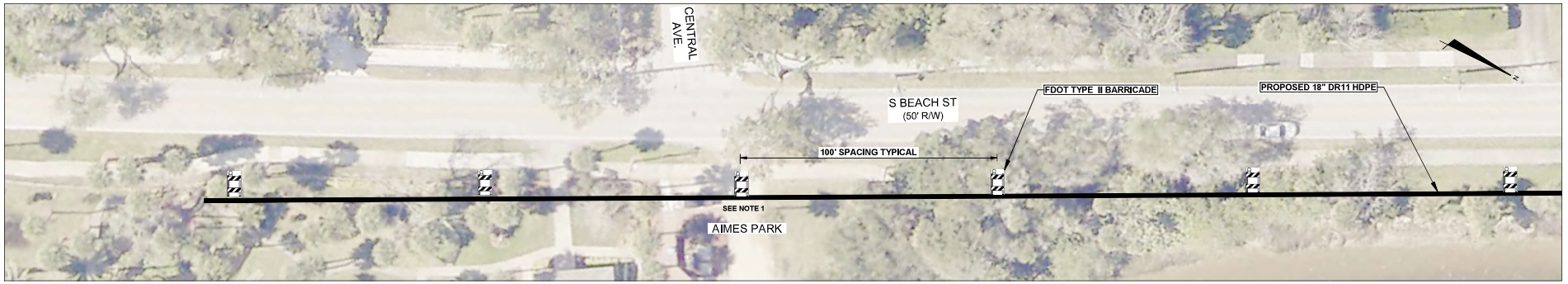
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MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

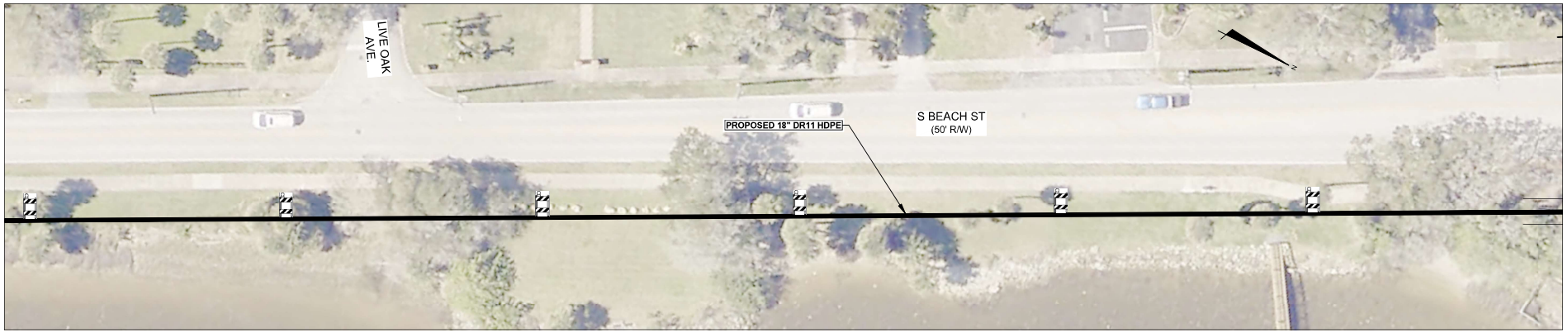
SCALE
HORIZONTAL: AS SHOWN
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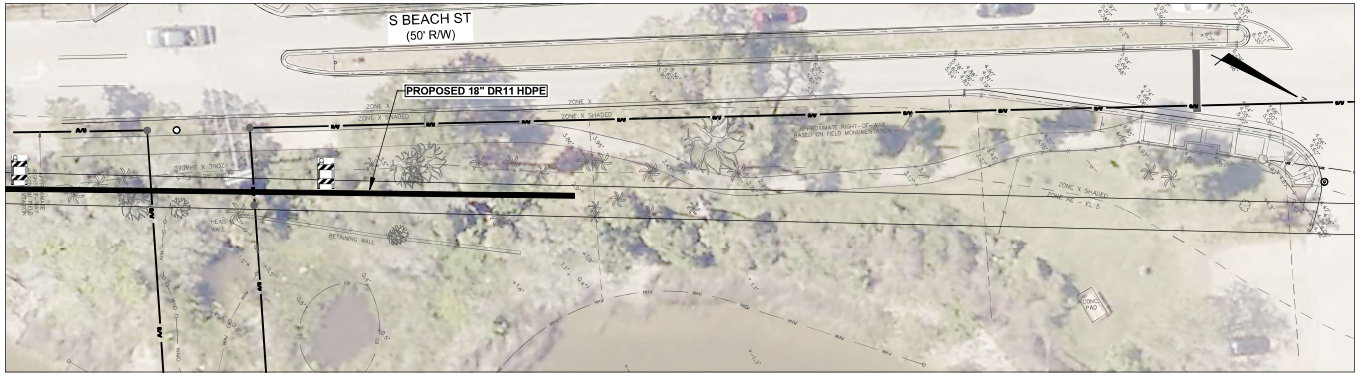
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REVISION

STATUS: ISSUED FOR BID
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NOTES:

1. **FRONT END LOADER WITH FORKS WILL BE POSITIONED AT THE PARK DRIVEWAYS TO LIFT UP THE PIPE AND ALLOW CARS TO ENTER/EXIT IF NECESSARY.**

20' 0 20' 40'
SCALE: 1"=20' (Horiz.)

REV. NO.	DESCRIPTION	DATE
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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

CIVIL

PIPE LAYDOWN PLAN BEACH STREET

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

DRAWING NUMBER: C16
REVISION: A

STATUS: **ISSUED FOR BID NOT FOR CONSTRUCTION**

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20' 0 20' 40'
SCALE: 1"=20' (Horiz.)

PLAN VIEW
HORIZ. SCALE: 1"=20'

LEGEND

- LIMITS OF PAVEMENT CUT & PATCH
- LIMITS OF LIMITS OF MILL & RESURFACE
- LIMITS OF CONC SIDEWALK / CURB REPLACEMENT
- LIMITS OF SODDING
- SF — LIMITS OF SILT FENCING
- R/W — RIGHT OF WAY

NOTES:
ALL PAVEMENT STRIPING/MARKINGS MUST BE THERMOPLASTIC AND MUST BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE LATEST FDOT STANDARD INDEX #17346. REFLECTIVE PAVEMENT MARKERS (RPM'S) SHALL BE INSTALLED WITHIN THE LIMITS OF NEW PAVING AND INSTALLED IN ACCORDANCE WITH THE LATEST FDOT STANDARD INDEX #17352.

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

RESTORATION

TOMOKA AVE. AND SOUTH BEACH STREET RESTORATION PLAN

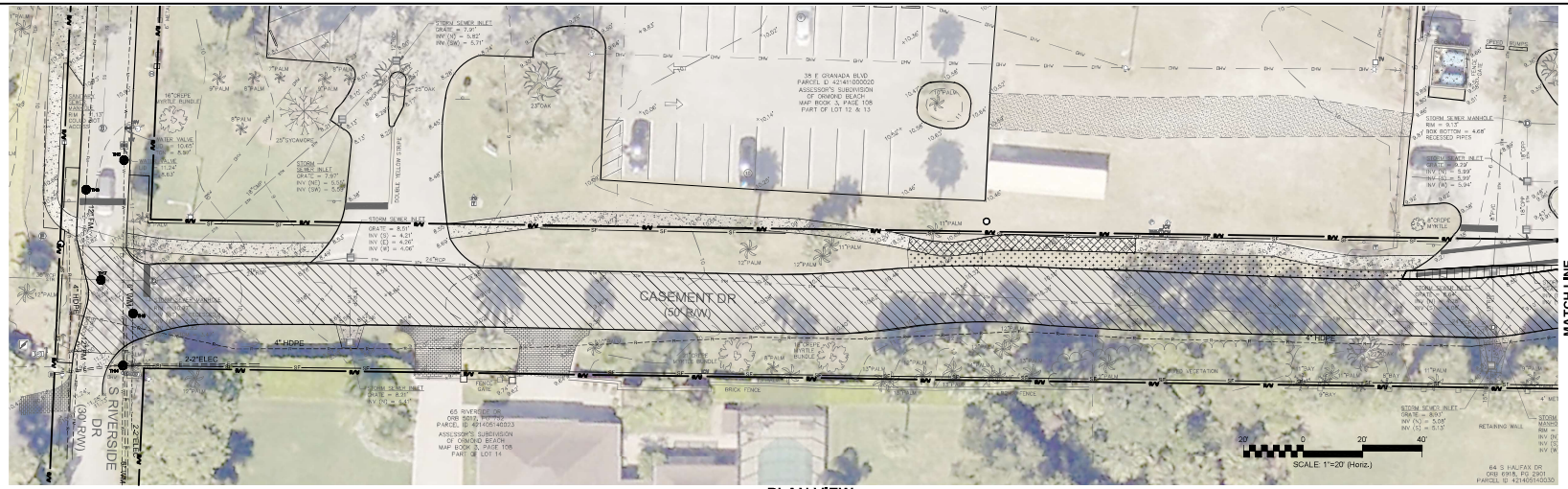
PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

R01
DRAWING NUMBER
A
REVISION

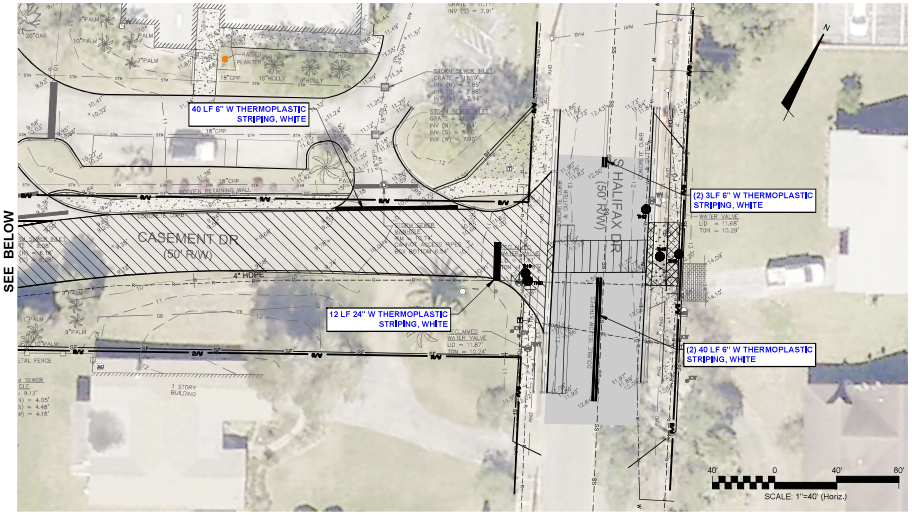
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NOT FOR CONSTRUCTION

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PLAN VIEW

HORIZ. SCALE: 1"=20'



PLAN VIEW

HORIZ. SCALE: 1"=20'

LEGEND

- LIMITS OF FULL WIDTH RECONSTRUCTION
- LIMITS OF CONC SIDEWALK / CURB REPLACEMENT
- LIMITS OF SODDING
- LIMITS OF PAVEMENT CUT & PATCH
- LIMITS OF MILL & RESURFACE
- SF — LIMITS OF SILT FENCING
- R/W — RIGHT OF WAY

NOTES:

ALL PAVEMENT STRIPING/MARKINGS MUST BE THERMOPLASTIC AND MUST BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE LATEST FDOT STANDARD INDEX #17346. REFLECTIVE PAVEMENT MARKERS (RPM'S) SHALL BE INSTALLED WITHIN THE LIMITS OF NEW PAVING AND INSTALLED IN ACCORDANCE WITH THE LATEST FDOT STANDARD INDEX #17352.

REV. NO.	DESCRIPTION	DATE
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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

RESTORATION

RIVERSIDE DR, CASEMENTS DR AND HALIFAX DR RESTORATION PLAN

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

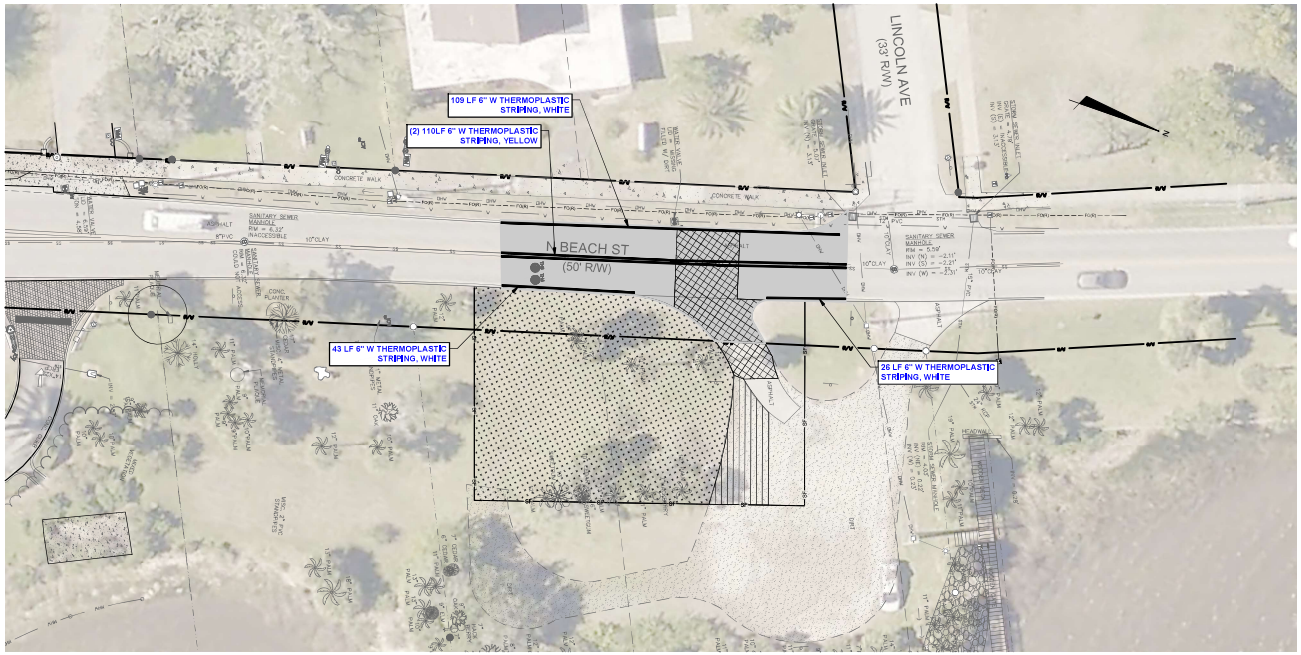
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DRAWING NUMBER: R02

REVISION: A

STATUS: **ISSUED FOR BID**
NOT FOR CONSTRUCTION

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20' 0 20' 40'
SCALE: 1"=20' (Horiz.)

PLAN VIEW
HORIZ. SCALE: 1"=20'

LEGEND

- LIMITS OF PAVEMENT CUT & PATCH
- LIMITS OF MILL & RESURFACE
- LIMITS OF SODDING
- LIMITS OF STABILIZED SHELL/ROCK
- R/W RIGHT OF WAY

NOTES:
ALL PAVEMENT STRIPING/MARKINGS MUST BE THERMOPLASTIC AND MUST BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE LATEST FDOT STANDARD INDEX #17346. REFLECTIVE PAVEMENT MARKERS (RPM'S) SHALL BE INSTALLED WITHIN THE LIMITS OF NEW PAVING AND INSTALLED IN ACCORDANCE WITH THE LATEST FDOT STANDARD INDEX #17352.

REV. NO.	DESCRIPTION	DATE
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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

RESTORATION

NORTH BEACH STREET RESTRATION PLAN

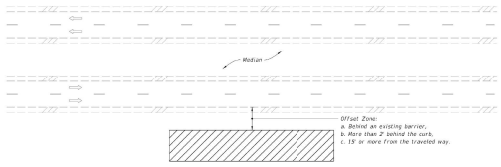
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MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

DRAWING NUMBER: R03
REVISION: A

STATUS: ISSUED FOR BID
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MULTILANE ROADWAY SHOWN, TWO-LANE ROADWAY SIMILAR

NOTES:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work beyond the shoulder.
2. Use Index 102-602 when the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the Offset Zone in any one hour period.
3. Use Index 102-660 when Work Area encroaches a Sidewalk.

SYMBOLS:

Work Area

Lane Identification and Direction of Traffic

LAST REVISION 11/01/20	DESCRIPTION:	FY 2025-26 STANDARD PLANS	TWO-LANE AND MULTILANE ROADWAY, WORK BEYOND THE SHOULDER	INDEX 102-601	SHEET 1 of 1

NOTE:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
   X = Work Zone Sign Spacing
   B = Buffer Length
   See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (M3T-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

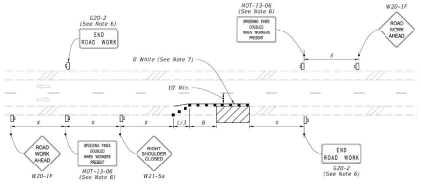
SYMBOLS:

Work Area

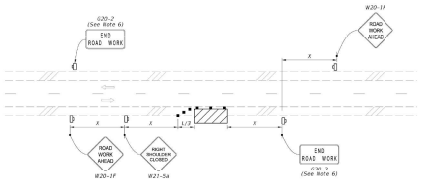
Channelizing Device (See Index 102-600)

Work Zone Sign

Lane Identification and Direction of Traffic

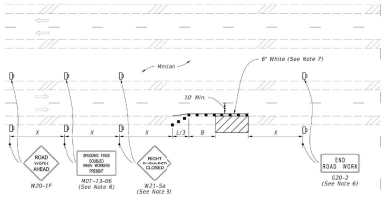


TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY WITH WORK ZONE SPEED OF 45 MPH OR LESS

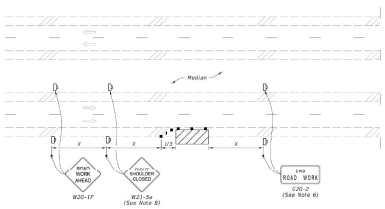


TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

LAST REVISION 11/01/21	DESCRIPTION:	FY 2025-26 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 1 of 2



MULTILANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY WITH WORK ZONE SPEED OF 45 MPH OR LESS



MULTILANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

SYMBOLS:

Work Area

Channelizing Device (See Index 102-600)

Work Zone Sign

Lane Identification and Direction of Traffic

LAST REVISION 11/01/20	DESCRIPTION:	FY 2025-26 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 2 of 2

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

CHARLES H. HILL LICENSE No 81509 STATE OF FLORIDA PROFESSIONAL ENGINEER

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CITY OF DAYTONA BEACH FLORIDA

HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

RESTORATION

MAINTENANCE OF TRAFFIC DETAILS

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

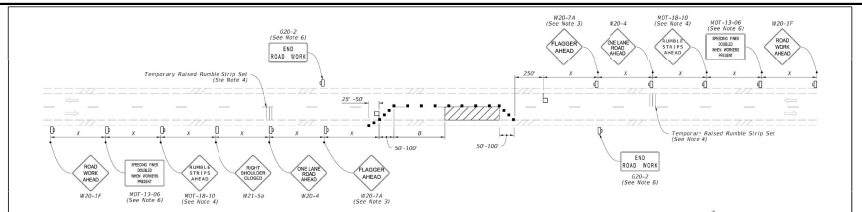
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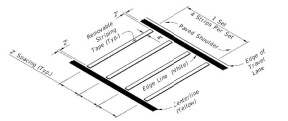
DRAWING NUMBER: R04

REVISION: A

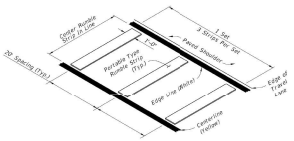
STATUS: **ISSUED FOR BID NOT FOR CONSTRUCTION**

I:\01026\0140\ENG\80-DRAWINGS\80A-CADSTD\R04 MAINTENANCE OF TRAFFIC DETAILS.DWG 01/23/2026 14:42:20 MATTHEW CLARK





OPTION - 1
REMOVABLE STRIPING TYPE



OPTION - 2
PORTABLE TYPE

RUMBLE STRIP SETS

NOTES:

1. This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.
2. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Spacing
   See Index 102-600 for "L", "B", "X" and channelizing device spacing values.
3. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).
4. Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign spacing.
5. Additional one-way control may be provided by the following means:
   a. Flag-carrying vehicle
   b. Official vehicle
   c. Pilot vehicles
   d. Traffic signals

   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.
7. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.
8. Railroad Crossings:
   a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.
   b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

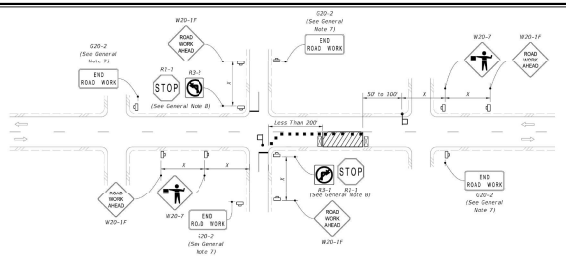
SYMBOLS:
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic

LAST REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/21					102-603	1 of 2

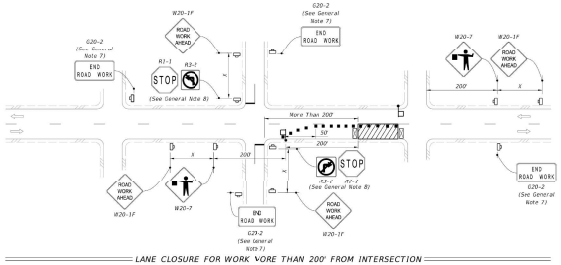
GENERAL NOTES:

1. This Index applies to two-lane, two-way roadways with work within or near the intersection.
2. X = Work Zone Sign Spacing
   See Index 102-600 for "X" and channelizing device spacing values.
3. Optionally, use "Flagger Ahead" sign with text (W20-7A) instead of "Flagger Ahead" sign with symbol (W20-7).
4. If vehicles in a parking zone block the line of sight to TCZ signs, locate and post mount signs in accordance with Index 700-101.
5. If the work area extends across a crosswalk, close the crosswalk in accordance with Index 102-660.
6. For unsignalized intersections, use Temporary Raised Rumble Strips in accordance with Index 102-603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.
7. The "End Road Work" signs (G20-2) along with the associated work zone sign distances may be omitted when the work zone will be in place for 24 hours or less.
8. As an option to the "STOP" sign (R1-1) and Restricted Left/Right Turning Movement sign (R3-1 or R3-2), the "SIDE ROAD INTERSECTING THE WORK ZONE" flagging operation from Index 102-600 may be used.

SYMBOLS:
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Stop Bar
- Flagger
- Lane Identification and Direction of Traffic

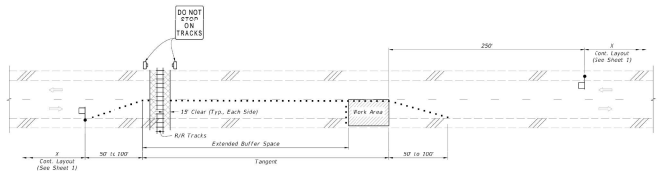


LANE CLOSURE FOR WORK LESS THAN 200' FROM INTERSECTION

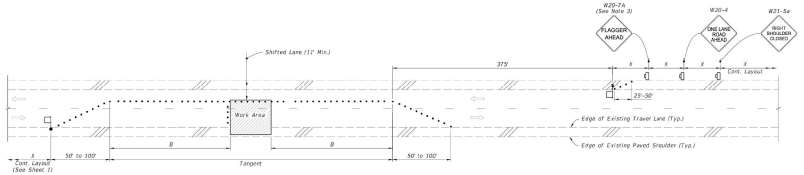


LANE CLOSURE FOR WORK MORE THAN 200' FROM INTERSECTION

LAST REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY, INTERSECTION WORK	INDEX	SHEET
11/01/22					102-604	1 of 2



TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION

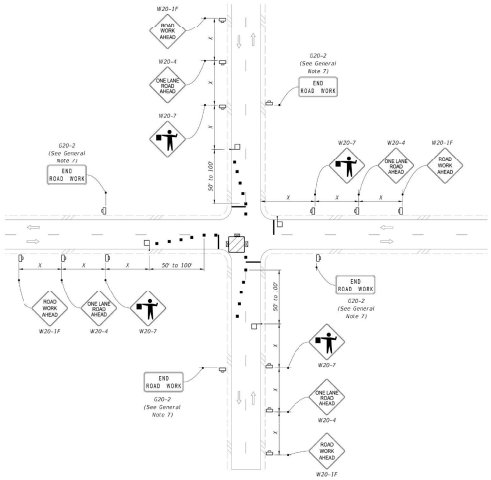


TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE
(For Work Operations In place 24 Hours or Less)

SYMBOLS:
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic

SPECIAL CONDITIONS

LAST REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/21					102-603	2 of 2



WORK IN INTERSECTION OF TWO-LANE ROADWAY

SYMBOLS:
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Stop Bar
- Flagger
- Lane Identification and Direction of Traffic

LAST REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	TWO-LANE, TWO-WAY, INTERSECTION WORK	INDEX	SHEET
11/01/22					102-604	2 of 2

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

CHARLES H. HILL LICENSE No 81509 STATE OF FLORIDA PROFESSIONAL ENGINEER

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CITY OF DAYTONA BEACH FLORIDA

HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

RESTORATION

MAINTENANCE OF TRAFFIC DETAILS

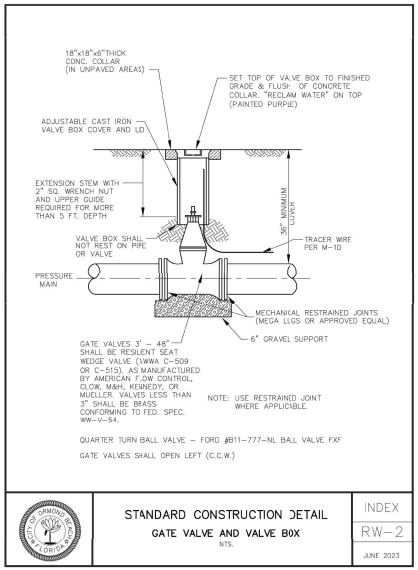
PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

R05
DRAWING NUMBER
A
REVISION

STATUS: 100% CLIENT SUBMITTAL ISSUED FOR BID

I:\01026\0140\ENG\80-DRAWINGS\80A-CADSTD\R04 MAINTENANCE OF TRAFFIC DETAILS.DWG 01/23/2026 14:42:25 MATTHEW CLARK



STANDARD CONSTRUCTION DETAIL
GATE VALVE AND VALVE BOX
NTS.

INDEX RW-2
JUNE 2023

TABLE APPLIES TO PVC PIPE FOR THE FOLLOWING CONDITIONS:
TEST PRESSURE: 150 PSIG
SOIL TYPE: SP
COVER DEPTH: 2.5 FEET
SAFETY FACTOR: 1.5
TRENCH TYPE: 3

SCHEDULE OF LENGTHS OF RESTRAINED PVC PIPE (FT.)

FITTING	1/4 BEND	1/8 BEND	1/16 BEND	1/32 BEND	TEE OR DEAD END
PIPE SIZE (I.D.) :					
4"	20	18	18	18	45
5"	28	18	18	18	63
6"	36	18	18	18	82
10"	44	28	18	18	98
12"	51	21	18	18	116
14"	57	24	18	18	132
16"	63	26	18	18	148
18"	69	29	18	18	163
20"	75	31	18	18	179
24"	87	36	18	18	208
30"	102	42	20	18	248

LENGTHS BETWEEN HEAVY LINES INDICATE ONE FULL LENGTH (18' MIN.) OF PIPE TO BE RESTRAINED.
TABLE SHOWS MINIMUM LENGTH OF PIPE EACH WAY FROM FITTING FOR WHICH RESTRAINT IS REQUIRED.

TABLE APPLIES TO D.I.P. FOR THE FOLLOWING CONDITIONS:
TEST PRESSURE: 150 PSIG
SOIL TYPE: SP
SAFETY FACTOR: 1.5
TRENCH TYPE: 2

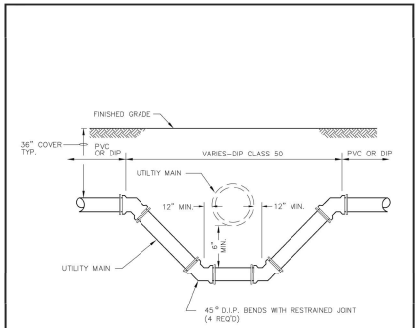
SCHEDULE OF LENGTHS OF RESTRAINED DIP (FT.)

FITTING	1/4 BEND	1/8 BEND	1/16 BEND	1/32 BEND	TEE OR DEAD END
PIP SIZE (N.) :					
4"	21 (26)	18 (18)	18 (18)	18 (18)	37 (39)
6"	30 (36)	18 (18)	18 (18)	18 (18)	52 (78)
8"	38 (45)	18 (18)	18 (18)	18 (18)	67 (100)
10"	45 (54)	18 (22)	18 (18)	18 (18)	81 (122)
12"	52 (63)	22 (26)	18 (18)	18 (18)	94 (141)
14"	60 (72)	25 (30)	18 (18)	18 (18)	107 (160)
16"	66 (80)	27 (33)	18 (18)	18 (18)	120 (180)
18"	74 (87)	31 (36)	18 (18)	18 (18)	132 (198)
20"	80 (94)	33 (39)	18 (18)	18 (18)	144 (216)
24"	92 (108)	38 (45)	18 (22)	18 (18)	167 (250)
30"	106 (128)	44 (53)	21 (25)	18 (18)	199 (298)
36" *	69 (82)	28 (34)	18 (18)	18 (18)	170 (204)
42" *	76 (92)	31 (37)	18 (18)	18 (18)	191 (229)
48" *	90 (106)	40 (46)	18 (18)	18 (18)	212 (254)

LENGTHS BETWEEN HEAVY LINES INDICATE ONE FULL LENGTH (18' MIN.) OF PIPE TO BE RESTRAINED.
TABLE SHOWS MINIMUM LENGTH OF PIPE EACH WAY FROM FITTING FOR WHICH RESTRAINT IS REQUIRED.
VALUES IN PARENTHESIS ARE FOR PIPE ENCASED IN POLYETHYLENE.

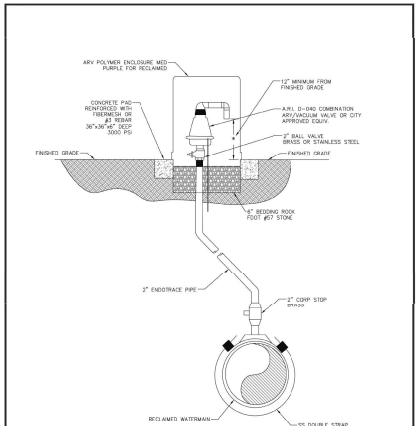
STANDARD CONSTRUCTION DETAIL
PVC AND D.I.P. RESTRAINED JOINT TABLE

INDEX RW-5
JUNE 2023



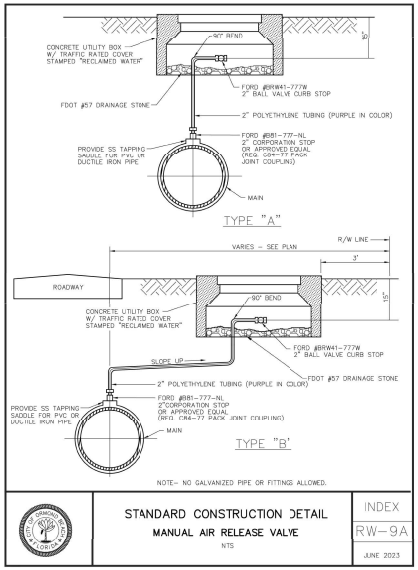
STANDARD CONSTRUCTION DETAIL
PIPE CROSSING
NTS.

INDEX RW-8
JUNE 2023



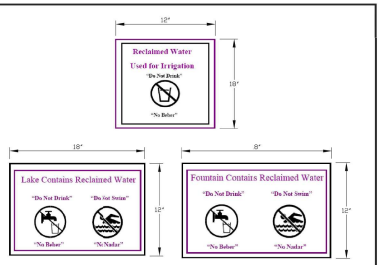
STANDARD CONSTRUCTION DETAIL
AUTOMATIC AIR RELEASE VALVE
(RECLAIMED WATER MAIN)
NTS

INDEX RW-9B
JUNE 2023



STANDARD CONSTRUCTION DETAIL
MANUAL AIR RELEASE VALVE
NTS

INDEX RW-9A
JUNE 2023



RECLAIMED WATER - ADVISORY SIGNS
NTS

NOTE:

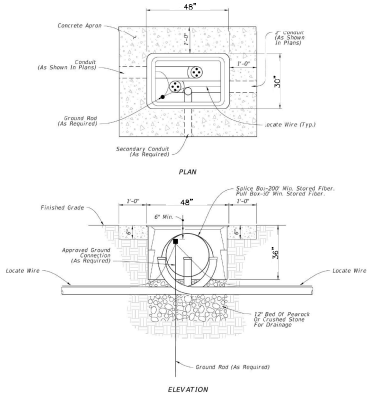
1. AREAS IRRIGATED BY RECLAIMED WATER, SUCH AS RESIDENTIAL NEIGHBORHOODS AND GOLF COURSES, SHALL HAVE ADVISORY SIGNS POSTED AT THE ENTRANCES ALERTING THE PUBLIC. ADDITIONAL SIGNS SHALL BE POSTED AT THE FIRST AND TENTH TEES AT GOLF COURSES. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOL.
2. ADVISORY SIGNS SHALL BE POSTED ADJACENT TO LAKES OR PONDS USED TO STORE RECLAIMED WATER AND DECORATIVE WATER FEATURES THAT USE RECLAIMED WATER. SIGNS SHALL INCLUDE THE TEXT "DO NOT DRINK" AND "DO NOT SWIM" IN BOTH ENGLISH AND SPANISH TOGETHER WITH THE EQUIVALENT STANDARD INTERNATIONAL SYMBOL.
3. ALL SIGNAGE SHALL FOLLOW REQUIREMENTS OF FAC 62-610.468

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER ADVISORY SIGNS
NTS

INDEX RW-14
JUNE 2023



FIBER OPTIC MARKER SIGN



SPLICE BOX DETAIL

NOTES:
1. Provide fiber optic splice boxes with cable hanger racks designed to support cables and splice enclosures.
2. Install a 2'-0" wide (Min) concrete apron around all boxes using Class NS concrete. Slope the apron away from the box.
3. Where multiple pull boxes are placed side by side, maintain at least 6" between the pull boxes.
4. Rectangular boxes shown, others similar.

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

STATE OF FLORIDA CHARLES H. HILL LICENSE No 81509 PROFESSIONAL ENGINEER

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

DETAILS
DETAILS

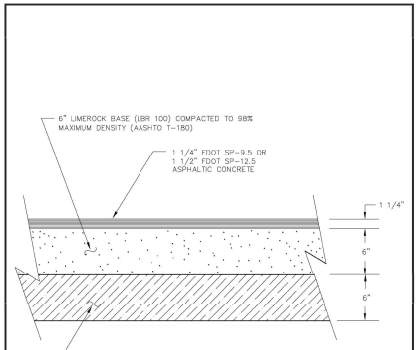
PROJ. START DATE:	2025 JAN
MC PROJ. #	01028-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

D01
DRAWING NUMBER
A
REVISION

STATUS: ISSUED FOR BID
NOT FOR CONSTRUCTION

I:\01028\0140\ENG\80-DRAWINGS\DETAILS\D01 DETAILS.DWG 01/23/2026 14:42:35 MATTHEW CLARK



STANDARD CONSTRUCTION DETAIL
STANDARD PAVING DETAIL
NTS

INDEX R-5
MAY 2020

A. SCOPE OF WORK – THE WORK IN THIS SECTION CONSISTS OF FURNISHING AND COMPLETELY INSTALLING SEED AND MULCH OVER THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS.

B. MATERIALS – GRASS SEED SHALL BE A MIXTURE OF:

PENSACOLA BAHIA (50% SCARIFIED SEED)	50%
HULLED BERMUDA	25%
BROWN TOP MILLET	25%

SEED SHALL BE PREMIXED BY A SEED COMPANY TO THE PERCENTAGES DESCRIBED ABOVE, WITH CERTIFICATION FROM THE SUPPLIER PROVIDED TO THE CITY, PRIOR TO USE.

CONTRACTOR MAY REQUEST OPTION TO INSTALL HYDRO-SEEDING, SUBJECT TO THE APPROVAL OF THE CITY ENGINEER AND/OR CITY LANDSCAPE ARCHITECT.

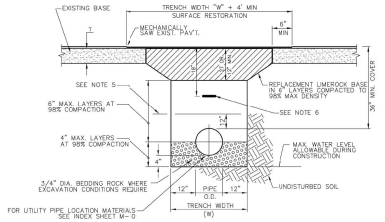
C. MULCH – MULCH USED SHALL BE STRAW OR HAY CONSISTING OF OATS, RYE, OR WHEAT STRAW OF PANGOLA, PEANUT, COASTAL BERMUDA OR BAHIA GRASS HAY. MULCH SHALL BE FREE FROM UNDESIRABLE WEED AND OTHER UNDESIRABLE GRASS. APPROXIMATELY TWO INCHES (2") LOOSE THICKNESS, OF MULCH MATERIAL SHALL BE APPLIED INFORMALLY OVER THE GRASSED AREAS (APPROXIMATELY 1 1/2 BALES PER 1000 SQUARE FEET). THE MULCH MATERIAL SHALL BE CUT INTO THE SOIL WITH A DISC HARROW OR OTHERWISE ANCHORED DOWN.

D. METHODS – GRASSING SHALL BE DONE IMMEDIATELY UPON COMPLETION OF THE FINE GRADING OPERATION. HOWEVER, NO SEEDING SHALL BE DONE WHEN THE GROUND IS FROZEN OR UNDULY WET. THE RATE OF SPREAD FOR THE SEED MATERIAL SHALL BE ONE HUNDRED AND THIRTY (130) POUNDS PER ACRE.

F. STORMWATER PONDS – SLOPES OF STORMWATER PONDS SHALL BE COVERED WITH SOD. NO SEEDING & MULCHING IS ALLOWED ON SLOPES.

STANDARD CONSTRUCTION DETAIL
SEEDING AND MULCHING

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MAY 2020



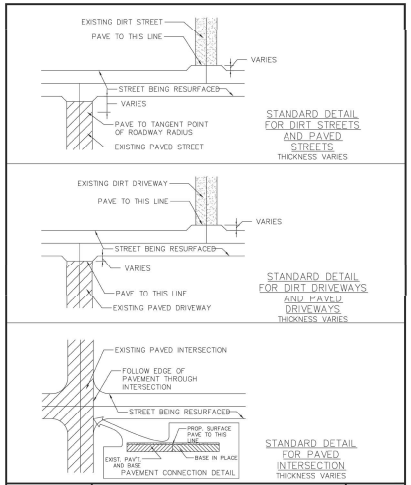
PAVEMENT CUT AND PATCH DETAIL

NOTES

1. WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
2. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
3. NEW SURFACING MATERIALS SHALL BE CONSISTENT WITH EXISTING AND SHALL HAVE LAPPED & FEATHERED JOINTS (1 1/2" MIN. THK.)
4. COMPACTION PERCENTAGES SHOWN REFER TO A.A.S.H.T.O. T-180. PROVIDE COMPACTION TEST REPORTS TO CITY INSPECTOR.
5. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.
6. INSTALL METALLIC TAPE OVER FULL LENGTH OF PIPE.
7. EIGHT INCHES (8") OF HIGH EARLY-STRENGTH CONCRETE MAY BE SUBSTITUTED FOR LIMEROCK UPON APPROVAL BY CITY ENGINEER.

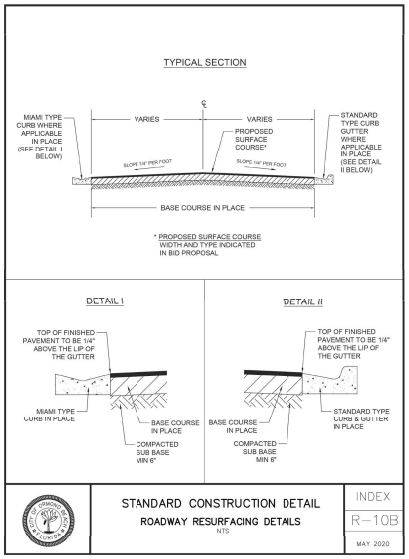
STANDARD CONSTRUCTION DETAIL
PAVEMENT CUT AND PATCH
NTS

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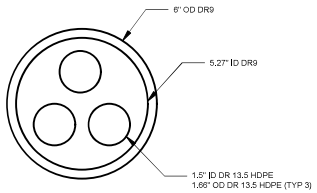
STANDARD CONSTRUCTION DETAIL
ROADWAY RESURFACING DETAILS
NTS

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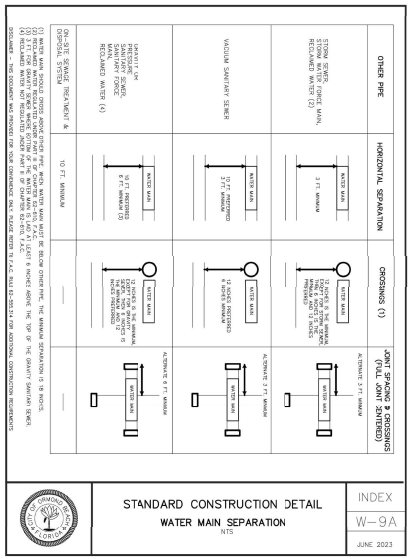


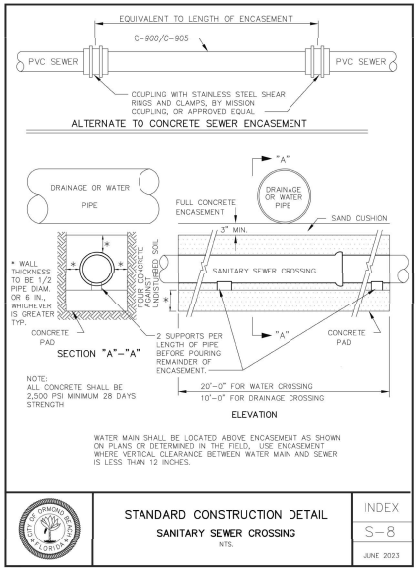
STANDARD CONSTRUCTION DETAIL
ROADWAY RESURFACING DETAILS
NTS

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MAY 2020

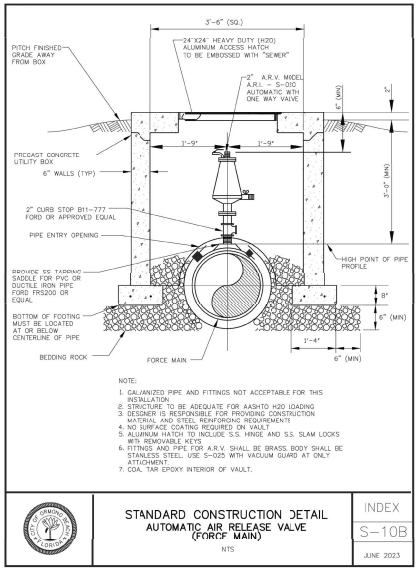


FIBER OPTIC CONDUIT SECTION DETAIL

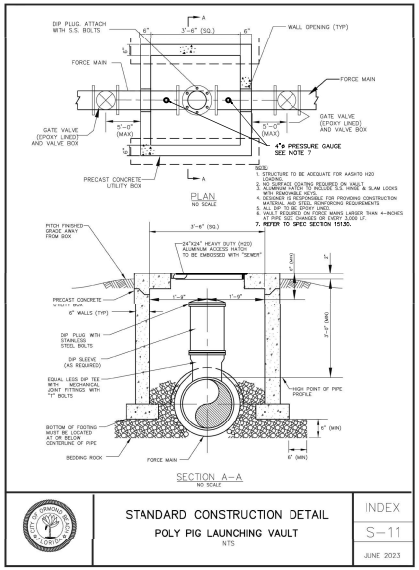

OTHER PIPE
HORIZONTAL SEPARATION
CROSSINGS (1)
JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)
STORM SEWER (STORM MAIN, RECLAIMED MAIN) (2)
WATER MAIN
10 FT MINIMUM
12 FT MINIMUM
WATER MAIN
WATER MAIN
WATER MAIN



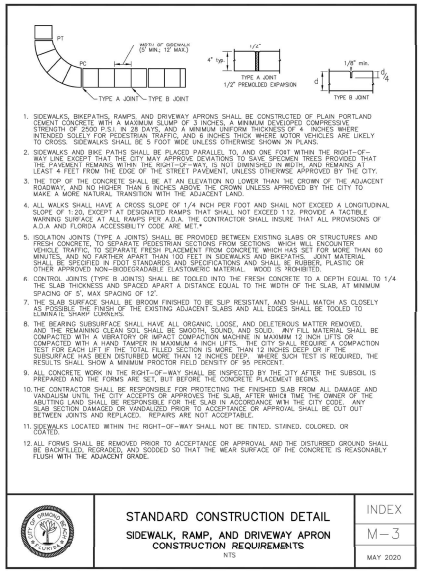
STANDARD CONSTRUCTION DETAIL	INDEX
SANITARY SEWER CROSSING NTS.	S-8 JUNE 2023



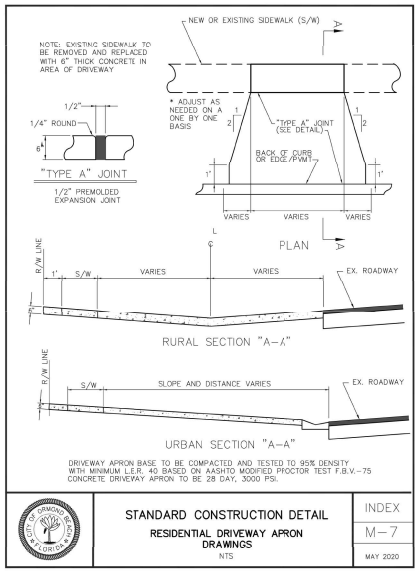
STANDARD CONSTRUCTION DETAIL	INDEX
AUTOMATIC AIR RELEASE VALVE (FORCE MAIN) NTS	S-10B JUNE 2023



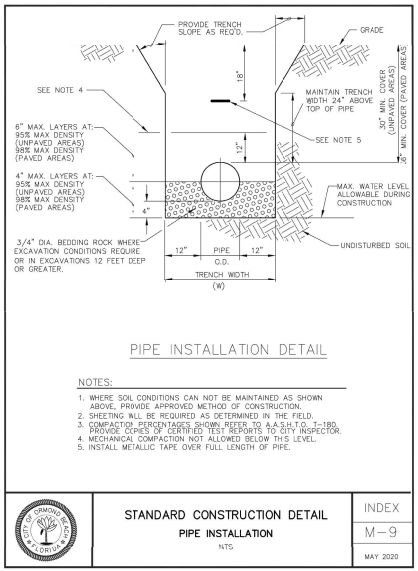
STANDARD CONSTRUCTION DETAIL	INDEX
POLY PIG LAUNCHING VAULT NTS	S-11 JUNE 2023



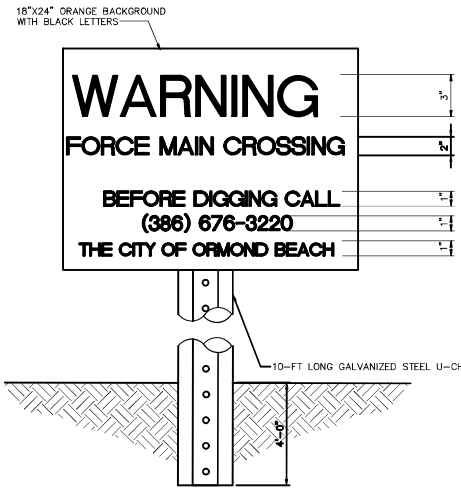
STANDARD CONSTRUCTION DETAIL	INDEX
SIDEWALK, RAMP, AND DRIVEWAY APRON CONSTRUCTION REQUIREMENTS NTS	M-3 MAY 2020

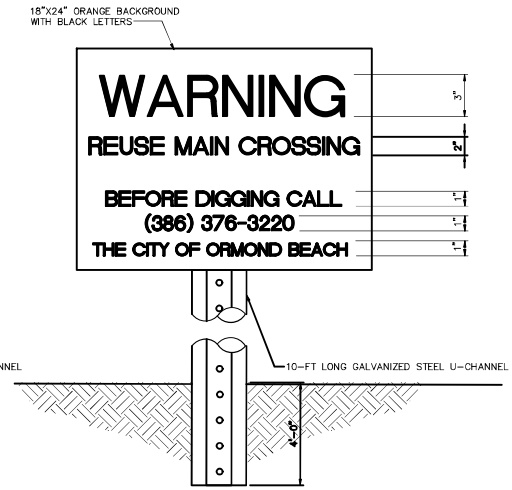


STANDARD CONSTRUCTION DETAIL	INDEX
RESIDENTIAL DRIVEWAY APRON DRAWINGS NTS	M-7 MAY 2020



STANDARD CONSTRUCTION DETAIL	INDEX
PIPE INSTALLATION NTS	M-9 MAY 2020





REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

CHARLES H. HILL, P.E. LICENSE No 81509 STATE OF FLORIDA PROFESSIONAL ENGINEER

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

DETAILS

DETAILS

PROJ. START DATE:	2025 JAN
MC PROJ. #	01028-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

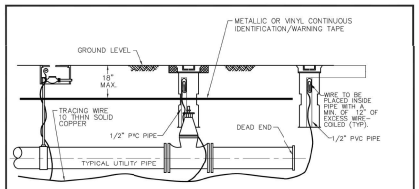
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D03 (DRAWING NUMBER)

A (REVISION)

STATUS: **ISSUED FOR BID NOT FOR CONSTRUCTION**

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ALL PVC PIPE, OR OTHER CITY APPROVED NONMETALLIC PIPE INSTALLED WITHIN THE CITY'S WATER, SANITARY SEWER, OR RECLAIMED WATER SYSTEMS SHALL BE INSTALLED WITH 10 THHN SOLID COPPER TRACING WIRE. IF PIPE IS INSTALLED BY DIRECTIONAL BORE, USE (2) 10 THHN SOLID COPPER TRACING WIRE.

THE TRACING WIRE MUST BE INSTALLED DIRECTLY BELOW THE PIPE AND BROUGHT TO THE SURFACE AT 500' MINIMUM INTERVALS. WIRE SHALL EXTEND A MINIMUM OF 12" ABOVE GRADE AT EACH INTERVAL AND BE COILED AND PLACED IN A VALVE BOX, METER BOX MANHOLE, CLEANOUT OR OTHER APPLICABLE STRUCTURE.

TRACING WIRE BETWEEN INTERVALS SHALL BE INSTALLED SO AS TO PROVIDE CONTINUOUS CURRENT WHEN LINE LOCATION EQUIPMENT IS CONNECTED TO THE TRACING WIRE. WIRE BRANCHING FROM MAIN LINES SHALL BE LINKED BY A CITY APPROVED CONNECTOR SUCH AS KING # 2011 SAFETY SEALED CONNECTORS OR APPROVED EQUAL.

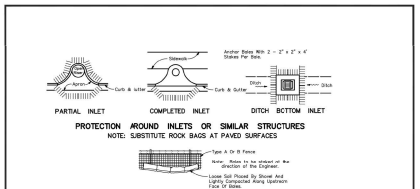
COLOR CODING:

POTABLE WATER SYSTEM:	BLUE
RECLAIMED WATER SYSTEM:	LAVENDER
SANITARY SEWER FORCE MAIN SYSTEM:	GREEN
RAW WATER MAIN SYSTEM:	WHITE

1. POTABLE WATER AND RECLAIMED WATER SYSTEMS: WIRE SHALL BE INSTALLED BELOW ALL MAINS AND SERVICE LINES AND ATTACHED TO VALVES, HYDRANTS AND FITTINGS. WIRE INSTALLED WITH SERVICE LINES SHALL CONNECT TO THE WIRE INSTALLED BELOW THE MAIN AND EXTEND TO THE CURB STOP.
2. FIRE SPRINKLER LINES: WIRE SHALL CONNECT TO THE WIRE INSTALLED BELOW THE MAIN AND EXTEND TO THE RISER CONNECTION.
3. SANITARY SEWER FORCE MAINS: WIRE SHALL BE INSTALLED BELOW THE FORCE MAIN AND ATTACHED TO ALL VALVES AND FITTINGS AND BROUGHT TO THE SURFACE AND PLACED IN A METAL, CITY APPROVED, VALVE BOX.
4. DEAD END MAINS: WIRE SHALL BE PLACED IN A PROPERLY IDENTIFIED METAL VALVE BOX AT THE END OF THE RUN.
5. WIRE SHALL NOT BE FASTENED OR COILED TO VALVE OPERATING NUT.

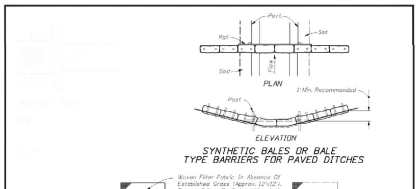
STANDARD CONSTRUCTION DETAIL
UTILITY PIPE LOCATION MATERIALS
NTS

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MAY 2020



STANDARD CONSTRUCTION DETAIL
EROSION CONTROL – SYNTHETIC BALES
NTS

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MAY 2020

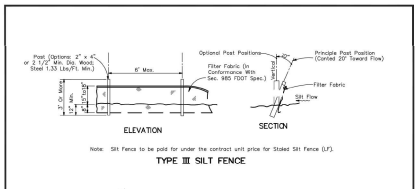


NOTES FOR SYNTHETIC BALES OR BALE TYPE BARRIERS

1. Type I and II Synthetic Barrier should be spaced in accordance with Chart I, Sheet 1.
2. Bales shall be anchored with 2–1" x 2" (or 1" dia.) x 4' wood stakes. Stakes of other material or shape providing equivalent strength may be used if approved by the Engineer. Stakes other than wood shall be removed upon completion of the project.
3. Rails and posts shall be 2" x 4" wood. Other materials providing equivalent strength may be used if approved by the Engineer.
4. Adjacent bales shall be butted firmly together.
5. Where used in conjunction with silt fence, bales shall be placed on the upstream side of the fence.
6. Bales to be paid for under the contract unit price for Synthetic Bales, LF. The unit price shall include the cost of filter fabric for Type I and II Barriers. Sandbags shall be paid for under the unit price for Sandbagging, C.Y. Hesh bags to be paid for under the contract unit price for Hesh Bags, EA.

STANDARD CONSTRUCTION DETAIL
EROSION CONTROL – SYNTHETIC BALES
NTS

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MAY 2020



Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

STANDARD CONSTRUCTION DETAIL
EROSION CONTROL – SILT FENCE
NTS

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MAY 2020

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES

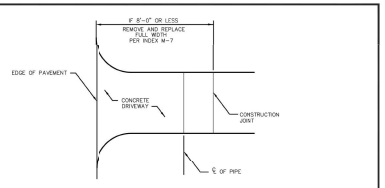
THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

1. NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER- STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
3. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
3. WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC BALE BARRIERS, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES.
5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE THROUGHOUT PROJECT CONSTRUCTION.
6. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE. WITHIN SEVEN (7) DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE OR INACTIVITY IN CONSTRUCTION, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED. ANY PROJECT THAT IS INACTIVE FOR A PERIOD OF 30 DAYS OR MORE THE AREA SHALL BE STABILIZED TO THE SATISFACTION OF THE CITY OF ORMOND BEACH.
8. ONCE AN AREA IS SEEDED OF SODDED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.

A. 9. ABSOLUTELY NO BURYING OF CLEARED MATERIALS IS PERMITTED.

STANDARD CONSTRUCTION DETAIL
CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES
NTS

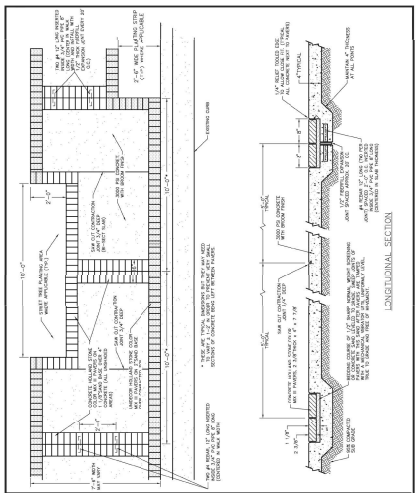
INDEX M-16A
MAY 2020



1) CONCRETE SHALL BE PLACED MINIMUM SIX (6) INCHES THICK AND BE 3000 PSI, 28 DAY STRENGTH.
2) SUBGRDE SHALL BE UNIFORM NON-ORGANIC SOIL OR BASE MATERIAL FREE OF DEBRIS AND COMPACTED TO 95% DENSITY. MINIMUM LBR40, AASHTO FBV-75

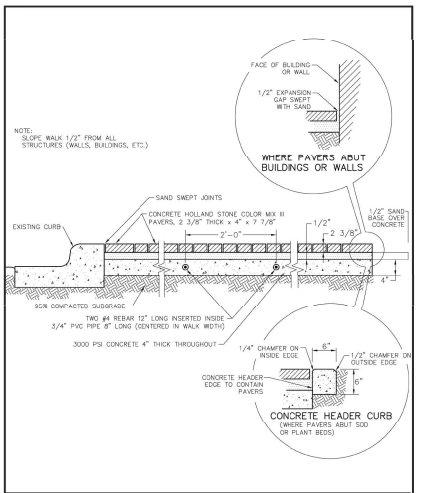
STANDARD CONSTRUCTION DETAIL
DRIVEWAY CUT REPAIR AT UTILITY CROSSING
NTS

INDEX M-18
MAY 2020



STANDARD CONSTRUCTION DETAIL
SIDEWALK DETAIL
PLAN VIEW & LONGITUDINAL SECTION
NTS

INDEX SC-1
MAY 2020



NOTE:
SLOPE WALK 1/2" FROM ALL STRUCTURES (WALLS, BUILDINGS, ETC.)

STANDARD CONSTRUCTION DETAIL
SIDEWALK DETAIL –
END SECTION AT EXPANSION JOINT
NTS

INDEX SC-2
MAY 2020

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

CHARLES H. HILL LICENSE No 81509 STATE OF FLORIDA PROFESSIONAL ENGINEER

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CHARLES HILL, P.E. BCEE
No. 81509

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www.mckimcreed.com

HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

DETAILS

DETAILS

PROJ. START DATE:	2025 JAN
MC PROJ. #	01028-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

D04
DRAWING NUMBER
A
REVISION

STATUS: ISSUED FOR BID
NOT FOR CONSTRUCTION

I:\01028\0140\ENG\80-DRAWINGS\DETAILS\D01 DETAILS.DWG 01/23/2026 14:42:52 MATTHEW CLARK



LEGEND

- (A) ROAD WORK AHEAD — W20-1F B/O
- (B) DETOUR AHEAD — W20-2A B/O
- (C) ROAD CLOSED AHEAD — W20-3 B/O
- (D) ROAD CLOSED — R11-2 B/W
- (E) M4-1GR G/B
- (F) DO NOT ENTER — R5-1 WR/W
- (G)
- (H)
- (I) DETOUR — M4-9R B/O
- (J) DETOUR — M4-9L B/O
- (K) DETOUR — M4-8 B/O
- (L)
- (M) END DETOUR — M4-8A B/O
- (O) ROAD CLOSED TO THRU TRAFFIC
- (N) TYPE III BARRICADE WITH SANDBAGS
- SIGNS (TEMPORARY STAND)
- SIGNALIZED INTERSECTION

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

MAINTENANCE OF TRAFFIC PLANS

SOUTH BEACH STREET DETOUR PLAN

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE: HORIZONTAL: AS SHOWN; VERTICAL: AS SHOWN

DRAWING NUMBER: M01

REVISION: A

STATUS: ISSUED FOR BID — NOT FOR CONSTRUCTION

I:\01026\0140\ENGM\6-DRAWINGS\CM\LCU03-01026014O.DWG 01/23/2026 14:43:12 MATTHEW CLARK



LEGEND

- (A) ROAD WORK AHEAD — W20-1F B/O
- (B) DETOUR AHEAD — W20-2A B/O
- (C) ROAD CLOSED AHEAD — W20-3 B/O
- (D) ROAD CLOSED — R11-2 B/W
- (E) R4-1GR G/B
- (F) DO NOT ENTER — R5-1 WR/W
- (G)
- (H)
- (I) DETOUR — M4-9R B/O
- (J) DETOUR — M4-9L B/O
- (K) DETOUR — M4-8 B/O
- (L)
- (M) END DETOUR — M4-8A B/O
- (O) ROAD CLOSED TO THRU TRAFFIC
- (N) TYPE III BARRICADE WITH SANDBAGS

SIGNS (TEMPORARY STAND)

SIGNALIZED INTERSECTION

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

CHARLES H. HILL LICENSE No 81509 STATE OF FLORIDA PROFESSIONAL ENGINEER

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

MAINTENANCE OF TRAFFIC PLANS

NORTH BEACH STREET DETOUR PLAN

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: AS SHOWN

DRAWING NUMBER: M02
REVISION: A

STATUS: ISSUED FOR BID
NOT FOR CONSTRUCTION

I:\01026\0140\ENGM\6-DRAWINGS\CM\LCU03-01026014O.DWG 01/23/2026 14:43:21 MATTHEW CLARK



LEGEND

- (J) DETOUR M4-9R B/0
- (K) DETOUR M4-8 B/0
- (L) M4-1 B/0
- (M) END DETOUR M4-8A B/0
- (N) TYPE III BARRICADE WITH SANDBAGS
- (O) ROAD CLOSED AT THIS LIMITS
- SIGNS (TEMPORARY STAND)
- SIGNALIZED INTERSECTION
- (A) ROAD WORK AHEAD W20-1F B/0
- (B) DETOUR AHEAD W20-2A B/0
- (C) ROAD CLOSED AHEAD W20-3 B/0
- (D) ROAD CLOSED R11-2 B/W
- (E) M4-10R B/B
- (F) DO NOT ENTER R5-1 WR/W
- (G) R3-1 B/W
- (H) R3-2 B/W
- (I) DETOUR M4-9R B/0

S RIDGEWOOD AVENUE CLOSED AT TOMOKA AVE.

USE US 1 AS DETOUR

MESSAGE 1 WILL RUN 3 SECONDS
MESSAGE 2 WILL RUN FOR 3 SECONDS

PORTABLE CHANGEABLE VARIABLE MESSAGE SIGN #1

PCMS # 1

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

MAINTENANCE OF TRAFFIC PLANS

CLOSURE OF TOMOKA AVENUE AT SO. RIDGEWOOD AVE.

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE: HORIZONTAL: AS SHOWN; VERTICAL: AS SHOWN

DRAWING NUMBER: M03

REVISION: A

STATUS: ISSUED FOR BID NOT FOR CONSTRUCTION

I:\01026\0140\ENGM\6-DRAWINGS\CM\LCU03-010260140.DWG 01/23/2026 14:43:31 MATTHEW CLARK



LEGEND

- (A) ROAD WORK AHEAD — W20-1F B/O
- (B) DETOUR AHEAD — W20-2A B/O
- (C) ROAD CLOSED AHEAD — W20-3 B/O
- (D) ROAD CLOSED — R11-2 B/W
- (E) M4-10R O/B
- (F) DO NOT ENTER — R5-1 WR/W
- (G) R3-2
- (H) R3-1
- (I) DETOUR — M4-10R B/O
- (J) DETOUR — M4-9L B/O
- (K) DETOUR — M4-8 B/O
- (L) M4-8A B/O
- (M) END DETOUR — M4-8A B/O
- (N) DO NOT ENTER WHEN CLOSED — R5-1 WR/W
- (O) TYPE III BARRICADE

TYPE III BARRICADE WITH SANDBAGS

SIGNS (TEMPORARY STAND)

SIGNALIZED INTERSECTION

PCMS #1	PCMS #2
S. HALIFAX DR. CLOSED AT CASEMENTS DRIVE	S. HALIFAX DR. CLOSED AT CASEMENTS DRIVE
USE A1A AS DETOUR	USE A1A AS DETOUR TO SEMINOLE AVENUE
MESSAGE 1 WILL RUN 3 SECONDS MESSAGE 2 WILL RUN FOR 3 SECONDS	MESSAGE 1 WILL RUN 3 SECONDS MESSAGE 2 WILL RUN FOR 3 SECONDS
PORTABLE CHANGEABLE VARIABLE MESSAGE SIGN #1	PORTABLE CHANGEABLE VARIABLE MESSAGE SIGN #2

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

MAINTENANCE OF TRAFFIC PLANS

SOUTH HALIFAX DR DETOUR PLAN

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE: HORIZONTAL: AS SHOWN; VERTICAL: AS SHOWN

DRAWING NUMBER: M04

REVISION: A

STATUS: ISSUED FOR BID NOT FOR CONSTRUCTION

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LEGEND

- (A) ROAD WORK AHEAD — W20-1F B/O
- (B) DETOUR AHEAD — W20-2A B/O
- (C) ROAD CLOSED AHEAD — W20-3 B/O
- (D) ROAD CLOSED — R11-2 B/W
- (E) M4-10R D/B
- (F) DO NOT ENTER — R5-1 WR/W
- (G)
- (H)
- (I) DETOUR — M4-9R B/O
- (J) DETOUR — M4-9L B/O
- (K) DETOUR — M4-8 B/O
- (L)
- (M) END DETOUR — M4-8A B/O
- (N) TYPE III BARRICADE WITH SANDBAGS
- (O) ROAD CLOSED TO THRU TRAFFIC
- SIGNS (TEMPORARY STAND)
- SIGNALIZED INTERSECTION

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

MAINTENANCE OF TRAFFIC PLANS

DETAILS AT SO HALIFAX DR CLOSURE

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE: HORIZONTAL: AS SHOWN; VERTICAL: AS SHOWN

DRAWING NUMBER: **M05**

REVISION: **A**

STATUS: **ISSUED FOR BID NOT FOR CONSTRUCTION**

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LEGEND

- (A) ROAD WORK AHEAD — W20-1F B/O
- (B) DETOUR AHEAD — W20-2A B/O
- (C) ROAD CLOSED AHEAD — W20-3 B/O
- (D) ROAD CLOSED — R11-2 B/W
- (E) R4-10R O/B
- (F) DO NOT ENTER — R5-1 W/R/W
- (G) R4-7 B/O
- (H) R4-7 B/O
- (I) DETOUR — M4-9R B/O
- (J) DETOUR — M4-9L B/O
- (K) DETOUR — M4-9 B/O
- (L) M4-8A B/O
- (M) END DETOUR — M4-8A B/O
- (N) TYPE III BARRICADE
- TYPE III BARRICADE WITH SANDBAGS
- (O) CASEMENTS DR. CLOSED
- (P) ROAD CLOSED TO THRU TRAFFIC
- (R) PARKING FOR CASEMENTS
- SIGNS (TEMPORARY STAND)
- SIGNALIZED INTERSECTION
- RIVERSIDE DRIVE CLOSED TO THRU TRAFFIC
- USE HALIFAX DRIVE AS DETOUR
- MESSAGE 1 WILL RUN 3 SECONDS
- MESSAGE 2 WILL RUN FOR 3 SECONDS
- PORTABLE CHANGEABLE VARIABLE MESSAGE SIGN #1
- PCMS # 1

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

CHARLES H. HILL — LICENSE — No 81509 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

MAINTENANCE OF TRAFFIC PLANS

CASEMENTS DR-RIVERSIDE DR. DETOUR PLAN PHASE 1

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE: HORIZONTAL: AS SHOWN; VERTICAL: AS SHOWN

DRAWING NUMBER: M06

REVISION: A

STATUS: ISSUED FOR BID — NOT FOR CONSTRUCTION

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LEGEND

- (A) ROAD WORK AHEAD — W20-1F B/O
- (B) DETOUR AHEAD — W20-2A B/O
- (C) ROAD CLOSED AHEAD — W20-3 B/O
- (D) ROAD CLOSED — R11-2 B/W
- (E) R4-10R G/B
- (F) DO NOT ENTER — R5-1 W/R/W
- (G)
- (H)
- (I) DETOUR — M4-9R B/G
- (J) DETOUR — M4-9L B/G
- (K) DETOUR — M4-9 B/G
- (L)
- (M) END DETOUR — M4-8A B/G
- (N) TYPE III BARRICADE WITH SANDBAGS
- (O) CASEMENTS DR. CLOSED
- (P) ROAD CLOSED TO THRU TRAFFIC

REV. NO.	DESCRIPTION	DATE
A	ISSUED FOR BID	JANUARY 2026

REVISIONS

CHARLES H. HILL — LICENSE — No 81509 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

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HALIFAX RIVER FORCE MAIN AND RECLAIMED WATER MAIN CROSSING

MAINTENANCE OF TRAFFIC PLANS

CASEMENTS DR-RIVERSIDE DR. DETOUR PLAN PHASE 2

PROJ. START DATE:	2025 JAN
MC PROJ. #	01026-0140
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR.	CHH

SCALE: HORIZONTAL: AS SHOWN; VERTICAL: AS SHOWN

DRAWING NUMBER: M07

REVISION: A

STATUS: ISSUED FOR BID — NOT FOR CONSTRUCTION

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City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	May 5, 2026	**Item No**	8.A.
Section	PUBLIC HEARINGS	**Category**	Public Hearing - Ordinances
Subject	Ormond Crossings Central, Establishment of a Community Development District (CDD) (SECOND READING)		
Recommended Action	Staff recommends approval of the Ormond Crossings Central Community Development District in accordance with Chapter 190, Florida Statutes.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is an application submitted by Kutak Rock, LLP, on behalf of Ormond Crossing Central, LLC, for a petition to establish the Ormond Crossings Central Community Development District (District or CDD) in accordance with Chapter 190, Florida Statutes. The proposed District comprises approximately 395.77 acres, generally located north of Durrance Lane, south of U.S. Highway 1, and west of Interstate 95.

The applicant has proposed establishing the District to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities which may be authorized by such District under Florida law, including but not limited to water distribution system, reclaimed water system, sanitary sewer system, utilities (water, wastewater & reuse systems), stormwater management system, roadway improvements, earthwork, public space/hardscape/landscape, environmental/ mitigation, offsite improvements and other infrastructure.

This CDD is proposed for the town center portion of Ormond Crossings. Ordinance 2024-23 approved the District for the single-family residential portion of the Ormond Crossings project on August 20, 2024. The applicant provided a PowerPoint summary of the CDD with the 2024 application staff has included as background information.

On February 16, 2010, by Ordinance 2010-07, the City Commission approved a development agreement known as “Ormond Crossings” to develop a 2,924 mixed-use development. The development agreement envisioned the establishment of one or more CDDs to assist in

constructing and maintaining project-related improvements. The Ormond Crossings development agreement was amended (first amendment) on July 25, 2017, with Ordinance 2017-14.

CDDs are established with Chapter 190 of Florida Statutes and must be granted authorization by a local government and the Florida Land and Water Adjudicatory Commission. CDDs are used to finance development-related improvements and maintain development-related improvements, including roads, drainage systems, parks & recreation areas, and landscaping. CDDs cannot take any action inconsistent with a jurisdiction's comprehensive plans, ordinances, or regulations of the applicable local general-purpose government.

The project application has provided a summary PowerPoint of community development districts.

Financial Impact

There is no budget impact as part of this application. The project has paid the Florida Statute required application fee. No bond, debt, or other obligations of the CDD shall constitute a debt or obligation to the City.

Citizen Impact

The CDD is designed to establish a financial mechanism for constructing and maintaining project improvements and only applies to property owners within the district area and not to those outside the designated area. The application does not modify land use, zoning, or development agreement standards.

Attachments

1. 26-06 OC Central CDD (P26-0035G)
2. Petition to Establish Ormond Crossings Central - City of Ormond Beach
3. Presentation for City of Ormond Beach - CDD Basics
4. Ormond Crossings Central - Aerial
5. Ormond Crossings Central - Location
6. Ordinance - BIE, OC Central - CDD, V2

ORDINANCE NO. 2026-06

AN ORDINANCE GRANTING THE PETITION OF ORMOND CROSSING CENTRAL, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; CREATING AND ESTABLISHING THE ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ormond Crossing West, LLC, a Florida limited liability company owns approximately 395.77 acres of land generally located north of Durrance Lane, south of U.S. Highway 1, and west of Interstate 95 ("Subject Property"), and

WHEREAS, Ormond Crossing Central, LLC, a Florida limited liability company ("Applicant") has petitioned the City of Ormond Beach for establishment of a community development district, to be known as "Ormond Crossings Central Community Development District" (the "District"), the boundaries of which would include the Subject Property, and

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage services for community development, and

WHEREAS, on February 16, 2010, by Ordinance 2010-07, the City Commission approved a development agreement known as "Ormond Crossings" for the purpose of developing

a 2,924 acre mixed-use development which is recorded in Official Records Book 6449, Pages 2154 through 2222, inclusive, of the Public Records of Volusia County, Florida.

WHEREAS, the Ormond Crossings development agreement envisioned the use of community development districts within Ormond Crossings, and

WHEREAS, on July 25, 2017, by Ordinance 2017-14, the City Commission approved the first amended Ormond Crossings development agreement which is recorded in Official Records Book 7437, Pages 3892 through 3968, inclusive, of the Public Records of Volusia County, Florida.

WHEREAS, the City Commission, after proper published notice, has conducted a public hearing on the petition, in accordance with the requirements and procedures of Section 190.005(2), Florida Statutes, and

WHEREAS, the City Commission has determined that the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services with the Property, providing a mechanism for the delivery of public capital infrastructure therein without overburdening residents not residing within the proposed District, based upon the information provided in the petition; and

WHEREAS, the City Commission finds that the petition for the District is complete and meets the requirements of Section 190.005(1)(e), Florida Statutes; and

WHEREAS, the City Commission find the statements contained within the petition for the community development district to be true and correct; and

WHEREAS, the creation of the district is not inconsistent with any applicable element or portion of the State's comprehensive plan or the Ormond Beach Comprehensive Plan; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

WHEREAS, the creation of the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and

WHEREAS, the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, the City shall retain construction review, permitting, and inspection responsibilities regarding improvements within the District, and

WHEREAS, no bond, debt, or other obligation of the Ormond Crossings Central Community Development District, nor default thereon, shall constitute a debt or obligation of the city, and

WHEREAS, Section 190.004(3), Florida Statutes, provides that all governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of land within a community development district. Community development districts do not have the power of local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Community Planning Act. The District shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government, and

WHEREAS, the City Commission finds that the District shall have those general and special powers authorized by Sections 190.011 and 190.012, Florida Statutes, as set, and that it is in the public interest of the citizens of Ormond Beach that the District have powers; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The petition to establish the Ormond Crossings Central

Community Development District, as attached hereto and incorporated herein as Exhibit A, is hereby granted.

SECTION THREE. The boundaries of the Ormond Crossings Central Community Development District are depicted as attached hereto and incorporated herein as Exhibits 1 and 2 within Exhibit A.

SECTION FOUR. The initial members of the Board of Supervisors of the Ormond Crossings Central Community Development District shall be as follows:

Name: Clint Smith
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: David Lusby
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Bradford Kline
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Theresa Kline
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Bradford Kline II
Address: 8 Ocean Place
Highland Beach, FL 33487

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION FIVE. The name of the District shall be the "Ormond Crossings Central Community Development District".

SECTION SIX. The Ormond Crossings Central Community Development District is created for the purposes set forth in Chapter 190, Florida Statutes.

SECTION SEVEN. Pursuant to Section 190.005(2)(d), Florida Statutes, the charter for the Ormond Crossings Central Community Development District shall be Sections 190.006 through 190.041, Florida Statutes, as amended.

SECTION EIGHT. The City Commission grants to the Ormond Crossings Central Community Development District all powers authorized pursuant to Sections 190.011 and 190.012(1)(a) -(h), 2(a), and (d), Florida Statutes, and hereby finds it is in the public interest of all citizens of the city to grant such general and special powers.

SECTION NINE. All bonds issued by the Ormond Crossings Central Community Development District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

SECTION TEN. No bond, debt, or other obligation of the Ormond Crossings Central Community Development District, nor any default thereon, shall constitute a debt or obligation to the city.

SECTION ELEVEN. If any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected by such invalidity.

SECTION TWELVE. This ordinance shall become effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 21st day of April, 2026.

PASSED UPON at the second and final reading of the City Commission this 5th day of May, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE CITY COMMISSION
CITY OF ORMOND BEACH, FLORIDA

PETITION TO ESTABLISH ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Ormond Crossing Central, LLC ("Petitioner"), hereby petitions the City Commission of the City of Ormond Beach pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, to establish a Community Development District with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Ormond Beach, Florida. **Exhibit 1** depicts the general location of the proposed District, which is generally located north of Durrance Lane, south of U.S. Highway 1, and west of Interstate 95. The proposed District covers approximately 395.77 acres of land, and the metes and bounds description of the external boundaries is set forth in **Exhibit 2.**

2. Excluded Parcels. There is no land within the external boundaries of the proposed District which is to be excluded from the District.

3. Landowner Consent. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, *Florida Statutes*. Documentation of ownership and consent to the establishment of a community development district for the proposed District is contained in **Exhibit 3**.

4. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Clint Smith
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: David Lusby
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Bradford Kline
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Theresa Kline
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Bradford Kline II
Address: 8 Ocean Place
Highland Beach, FL 33487

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America. The Affidavit of Residency for each proposed Board Member of the proposed District is attached as **Exhibit 4**.

5. Name. The proposed name of the District is Ormond Crossings Central Community Development District.

6. Future Land Uses. The future general distribution, location, and extent of the land uses proposed for the District by future land use plan element of the applicable Future Land Use Plan is identified on **Exhibit 5.** The proposed land uses for lands contained within the proposed District are consistent with the City's approved Future Land Use Plan.

7. Major Water and Wastewater Facilities and Outfalls. There are no existing major trunk water mains and wastewater interceptors within the currently undeveloped lands to be included within the proposed District. **Exhibit 6** shows the proposed major trunk water mains, sewer connections, and reclaimed water mains serving the lands within and around the proposed District.

8. District Facilities and Services. **Exhibit 7** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and/or install, as well as the anticipated entity responsible for ownership and maintenance. The estimated costs of constructing the infrastructure serving land within the proposed District are identified in **Exhibit 8**. At present, all improvements are estimated to be made, constructed and installed over the time period from 2026 through 2029. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. Statement of Estimated Regulatory Costs. **Exhibit 9** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, *Florida Statutes,* and is based upon presently available data. The data and methodology used in preparing the SERC accompanies it.

10. Landowner Deed. A copy of the warranty deed which includes the lands to be located within the proposed District is provided in **Exhibit 10**.

11. Authorized Agent. The Petitioner is authorized to do business in the State of Florida**.** The authorized agent for the Petitioner is Jonathan T. Johnson. **See Exhibits 11**. Copies of all correspondence and official notices should also be sent to:

Jonathan T. Johnson
Jonathan.johnson@kutakrock.com
Kutak Rock LLP
107 West Collage Avenue
Tallahassee, Florida 32301

12. This petition to establish Ormond Crossings Central Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the local Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City of Ormond Beach from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Ormond Beach to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes*;

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes*;

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and for security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, each as authorized and described by Sections 190.012(2)(a) and (d), *Florida Statutes,* and

d. grant such other relief as appropriate.

[Remainder of page intentionally blank]

RESPECTFULLY SUBMITTED, this 20th day of February, 2026.

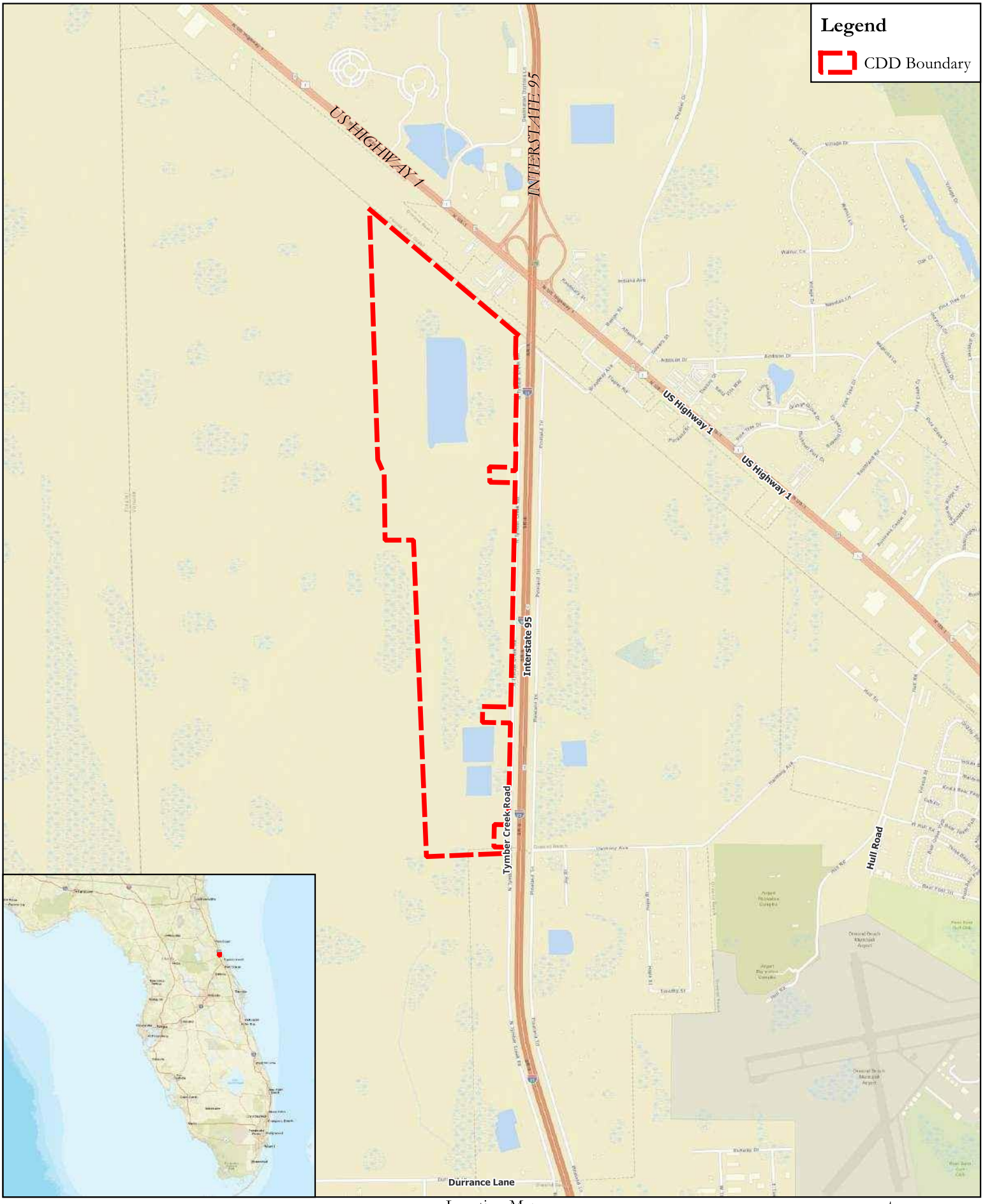
KUTAK ROCK LLP



Jonathan T. Johnson
Florida Bar No. 986460
Jonathan.Johnson@Kutakrock.com
107 West College Avenue
Tallahassee, Florida 32301
850-692-7300

Attorneys for Petitioner

EXHIBIT 1



Location Map

Ormond Crossings Central CDD

0 2,000

SCALE IN FEET

P&B Job No.: 23-091
12/18/2025

5200 Belfort Road, Suite 250
Jacksonville, FL 32256 | 407.487.2594

PAPE–DAWSON

Florida Engineering Firm #39101
Florida Surveying Firm #B8694

Exhibit 01

Z:\2023\23-091 Ormond Crossing\23-091C BSK FL Investments LLC\GIS\23-091C BSK FL Investment LLC_CDD Central Exhibits.qgz

EXHIBIT 2

LEGAL DESCRIPTION: ORMOND CROSSINGS CENTRAL CDD

A PARCEL OF LAND LYING IN SECTIONS 35 AND 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTIONS 1, 2 AND 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 35; THENCE RUN NORTH 89°51'36" WEST, ALONG THE NORTH LINE OF SAID SECTION 35, FOR A DISTANCE OF 1254.53 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST (FEC) RAILROAD; THENCE RUN SOUTH 49°43'49"" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 117.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 49°43'49" EAST FOR A DISTANCE OF 2244.81 FEET; THENCE RUN SOUTH 49°50'25" EAST FOR A DISTANCE OF 932.19 FEET TO THE WESTERLY RIGHT OF WAY LINE OF TYMBER CREEK ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 699, PAGE 440 AND OFFICIAL RECORDS BOOK 530, PAGE 681 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 40°10'23" WEST FOR A DISTANCE OF 10.19 FEET; THENCE RUN SOUTH 49°49'37" EAST FOR A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 88°50'11" WEST FOR A DISTANCE OF 67.30 FEET; THENCE RUN SOUTH 00°55'22" WEST FOR A DISTANCE OF 275.37 FEET; THENCE RUN SOUTH 04°35'56" EAST FOR A DISTANCE OF 100.50 FEET; THENCE RUN SOUTH 01°06'42" WEST FOR A DISTANCE OF 400.82 FEET; THENCE RUN SOUTH 07°25'09" EAST FOR A DISTANCE OF 101.12 FEET; THENCE RUN SOUTH 01°06'42" WEST FOR A DISTANCE OF 799.18 FEET; THENCE RUN SOUTH 04°35'56" EAST FOR A DISTANCE OF 100.50 FEET; THENCE RUN SOUTH 01°08'34" WEST FOR A DISTANCE OF 404.77 FEET TO THE NORTHEAST CORNER OF FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE PARCEL NUMBER 102 PART C: WATER RETENTION AREA, ACCORDING TO OFFICIAL RECORDS BOOK 4927, PAGE 2220 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN ALONG THE NORTHERLY LINE OF SAID PARCEL NUMBER 102 PART C THE FOLLOWING BEARINGS AND DISTANCES: NORTH 88°51'17" WEST FOR A DISTANCE OF 90.37 FEET; THENCE RUN NORTH 48°53'44" WEST FOR A DISTANCE OF 84.50 FEET; THENCE RUN NORTH 88°51'17" WEST FOR A DISTANCE OF 271.49 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 01°33'19" EAST ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 250.61 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE RUN SOUTH 88°51'17" EAST ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 414.83 FEET TO THE SOUTHEAST CORNER THEREOF AND THE WESTERLY RIGHT OF WAY LINE OF SAID TYMBER CREEK ROAD; THENCE RUN SOUTH 01°08'34" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 3665.93 FEET TO THE NORTHEAST CORNER OF FLORIDA

DEPARTMENT OF TRANSPORTATION DRAINAGE PARCEL NUMBER 102 PART B: WATER RETENTION AREA, ACCORDING TO OFFICIAL RECORDS BOOK 4927, PAGE 2220 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 88°51'26" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL NUMBER 102 PART B FOR A DISTANCE OF 458.20 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 01°08'34" WEST ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 259.19 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE RUN SOUTH 88°51'26" EAST ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 458.20 FEET TO THE SOUTHEAST CORNER THEREOF AND THE WESTERLY RIGHT OF WAY LINE OF SAID TYMBER CREEK ROAD; THENCE RUN SOUTH 01°08'34" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1664.42 FEET TO THE NORTHEAST CORNER OF FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE PARCEL NUMBER 102 PART A: WATER RETENTION AREA, ACCORDING TO OFFICIAL RECORDS BOOK 4927, PAGE 2220 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 88°51'26" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 102 PART A FOR A DISTANCE OF 230.06 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 01°08'34" WEST ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 367.45 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE RUN SOUTH 88°51'26" EAST ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 230.06 FEET TO THE SOUTHEAST CORNER THEREOF AND THE WESTERLY RIGHT OF WAY LINE OF SAID TYMBER CREEK ROAD; THENCE RUN SOUTH 01°08'34" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 98.73 FEET TO THE SOUTH LINE OF SAID SECTION 1; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN SOUTH 87°44'51" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 719.52 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE RUN SOUTH 01°42'07" EAST, ALONG THE EAST LINE OF SAID SECTION 11, FOR A DISTANCE OF 1.08 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 87°39'43" WEST FOR A DISTANCE OF 610.79 FEET; THENCE RUN NORTH 02°20'43" WEST FOR A DISTANCE OF 5175.26 FEET; THENCE RUN SOUTH 89°55'22" WEST FOR A DISTANCE OF 463.73 FEET; THENCE RUN NORTH 00°46'58" WEST FOR A DISTANCE OF 1073.82 FEET; THENCE RUN NORTH 23°34'02" WEST FOR A DISTANCE OF 262.40 FEET; THENCE RUN NORTH 01°52'31" WEST FOR A DISTANCE OF 4093.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 395.77 ACRES, MORE OR LESS.

EXHIBIT 3

CONSENT AND JOINDER TO ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that Petitioner intends to submit a petition to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands which are intended to constitute all or a portion of the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of the community development district which will include the Property within the lands to be a part of the community development district and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the community development district.

The undersigned acknowledges that the consent will remain in full force and effect until the community development district is established or a written revocation is issued, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the community development district in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[*signatures on following page*]

Executed this 9th day of February, 2026.

WITNESSES:

Name: Thurso Kline

Name: Cānaan LaPorche

ORMOND CROSSING WEST, LLC, a Florida limited liability company

Name: Bradford Kline
Title: Manager

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 9th day of February, 2026, by Bradford Kline, as Manager of Ormond Crossings West, LLC, who is ☐ personally known to me or ☑ produced FLDL K445007754227O as identification.

DAVID SOLOMON
Notary Public - State of Florida
Commission # HH 566704
My Comm. Expires Jun 27, 2028
Bonded through National Notary Assn.

(Official Notary Signature & Seal)

Print Name: DAVID SOLOMON
Notary Public, State of Florida

Exhibit A: Property Description

Exhibit A

LEGAL DESCRIPTION: ORMOND CROSSINGS CENTRAL CDD

A PARCEL OF LAND LYING IN SECTIONS 35 AND 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTIONS 1, 2 AND 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 395.77 ACRES, MORE OR LESS.

EXHIBIT 4

BEFORE THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA

IN RE: PETITION TO ESTABLISH THE ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT AND ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF RESIDENCY

STATE OF FLORIDA
COUNTY OF FLAGLER

I, Clinton F. Smith, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Clinton F. Smith and I am designated in the petition to be appointed to the initial Board of Supervisors for the Ormond Crossings Central Community Development District.
3. My mailing address is 8 Cadillac Place, Palm Coast, Florida 32137.
4. I am a Florida resident.
5. I am a citizen of the United States.

Under penalties of perjury, I declare that I have read the foregoing and the above facts are true and correct to the best of my knowledge and belief.

Executed this 10th day of February, 2026.

Clinton F. Smith

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10 day of February, 2026, by Clinton F. Smith and [X] is personally known to me or [___] produced _____ as identification.

[SEAL]

CHRISTOPHER MICHAEL BRUCE
Notary Public - State of Florida
Commission # HH 300278
My Comm. Expires Oct 18, 2026
Bonded through National Notary Assn.

Notary Public, State of Florida

BEFORE THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA

IN RE: PETITION TO ESTABLISH THE ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT AND ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF RESIDENCY

STATE OF FLORIDA
COUNTY OF VOLUSIA

I, David Lusby, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is David Lusby and I am designated in the petition to be appointed to the initial Board of Supervisors for the Ormond Crossings Central Community Development District.

3. My mailing address is 41 Spring Meadows Dr. Ormond Beach, FL 32174

4. I am a Florida resident.

5. I am a citizen of the United States.

Under penalties of perjury, I declare that I have read the foregoing and the above facts are true and correct to the best of my knowledge and belief.

Executed this 17th day of February, 2026.

David Lusby

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 17 day of February, 2026, by David Lusby and [X] is personally known to me or [ ] produced N/A as identification.

[SEAL]

FRANK GANZ
MY COMMISSION # HH 582119
EXPIRES: December 11, 2028

Notary Public, State of Florida

BEFORE THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA

IN RE: PETITION TO ESTABLISH THE ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT AND ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF RESIDENCY

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, Bradford Kline, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Bradford Kline and I am designated in the petition to be appointed to the initial Board of Supervisors for the Ormond Crossings Central Community Development District.

3. My mailing address is 8 Ocean Place, Highland Beach, FL 33487.

4. I am a Florida resident.

5. I am a citizen of the United States.

Under penalties of perjury, I declare that I have read the foregoing and the above facts are true and correct to the best of my knowledge and belief.

Executed this 9th day of FEBRUARY, 2026.

Bradford Kline

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 9th day of February, 2026, by Bradford Kline and [ ] is personally known to me or [✓] produced FLDL KH500775422700 as identification.

[SEAL]

DAVID SOLOMON
Notary Public - State of Florida
Commission # HH 566704
My Comm. Expires Jun 27, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida

BEFORE THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA

IN RE: PETITION TO ESTABLISH THE ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT AND ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF RESIDENCY

STATE OF FLORIDA
COUNTY OF Palm Beach

I, Theresa Kline, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Theresa Kline and I am designated in the petition to be appointed to the initial Board of Supervisors for the Ormond Crossings Central Community Development District.

3. My mailing address is 8 Ocean Place, Highland Beach, FL 33487

4. I am a Florida resident.

5. I am a citizen of the United States.

Under penalties of perjury, I declare that I have read the foregoing and the above facts are true and correct to the best of my knowledge and belief.

Executed this 9 day of February, 2026.

Theresa Kline

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 9th day of February, 2026, by Teresa Kline and [ ] is personally known to me or [✓] produced FDL K450813657290 as identification.

[SEAL]

DAVID SOLOMON
Notary Public - State of Florida
Commission # HH 566704
My Comm. Expires Jun 27, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida

BEFORE THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA

IN RE: PETITION TO ESTABLISH THE ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT AND ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF RESIDENCY

STATE OF FLORIDA
COUNTY OF Palm Beach

I, Bradford Kline II, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Bradford Kline II and I am designated in the petition to be appointed to the initial Board of Supervisors for the Ormond Crossings Central Community Development District.
3. My mailing address is 8 Ocean Place, Highland Beach, FL 33487.
4. I am a Florida resident.
5. I am a citizen of the United States.

Under penalties of perjury, I declare that I have read the foregoing and the above facts are true and correct to the best of my knowledge and belief.

Executed this 17th day of February, 2026.

Bradford Kline II

STATE OF FLORIDA
COUNTY OF Palm Beach

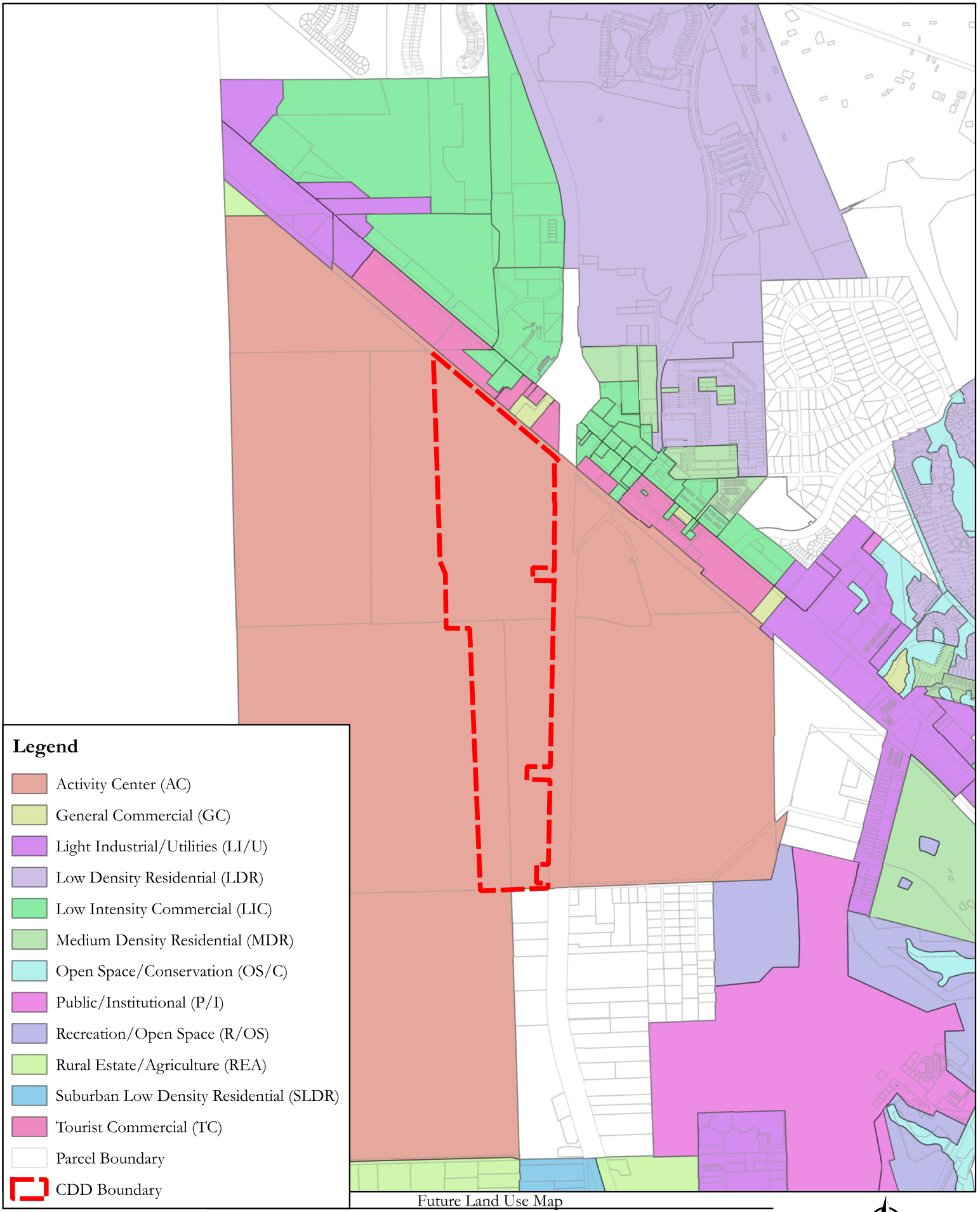
The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 17th day of February, 2026, by Bradford Kline II and [___] is personally known to me or [X] produced FL Identification Card as identification.

[SEAL]

CAROLINE MARTINEZ
Notary Public - State of Florida
Commission # HH 748882
My Comm. Expires Dec 11, 2029

Caroline M.
Notary Public, State of Florida

EXHIBIT 5



Future Land Use Map

Ormond Crossings Central CDD

0 2,400

SCALE IN FEET

P&B Job No.: 23-091
12/18/2025

5200 Belfort Road, Suite 250
Jacksonville, FL 32256 | 407.487.2594

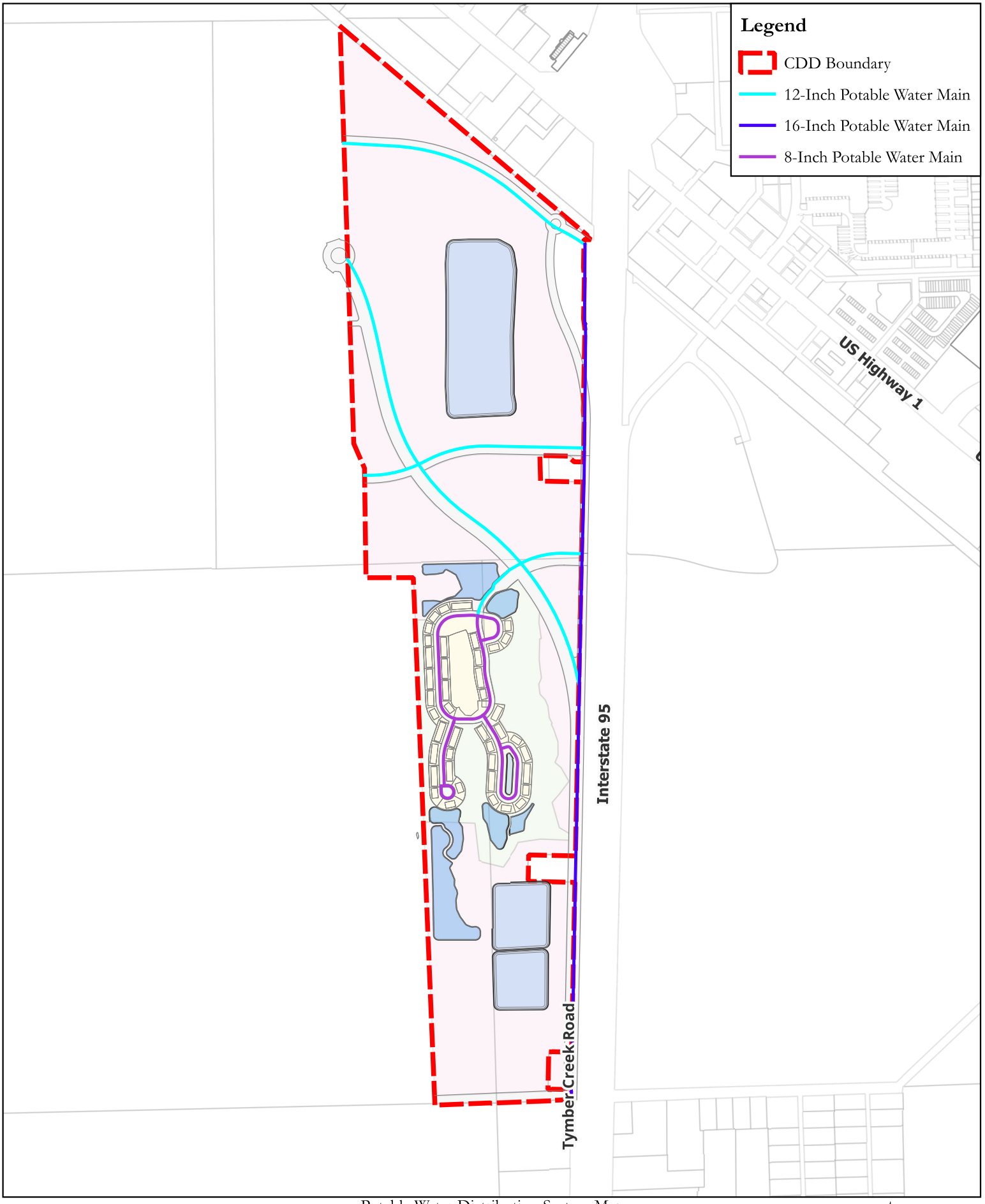
PAPE–DAWSON

Florida Engineering Firm #39101
Florida Surveying Firm #B8694

Exhibit 03

Z:\2023\23-091 Ormond Crossing\23-091C BSK FL Investments LLC\GIS\23-091C BSK FL Investment LLC_CDD Central Exhibits.qgz

EXHIBIT 6



Potable Water Distribution System Map

Ormond Crossings Central CDD

0 1,200

SCALE IN FEET

P&B Job No.: 23-091
12/18/2025

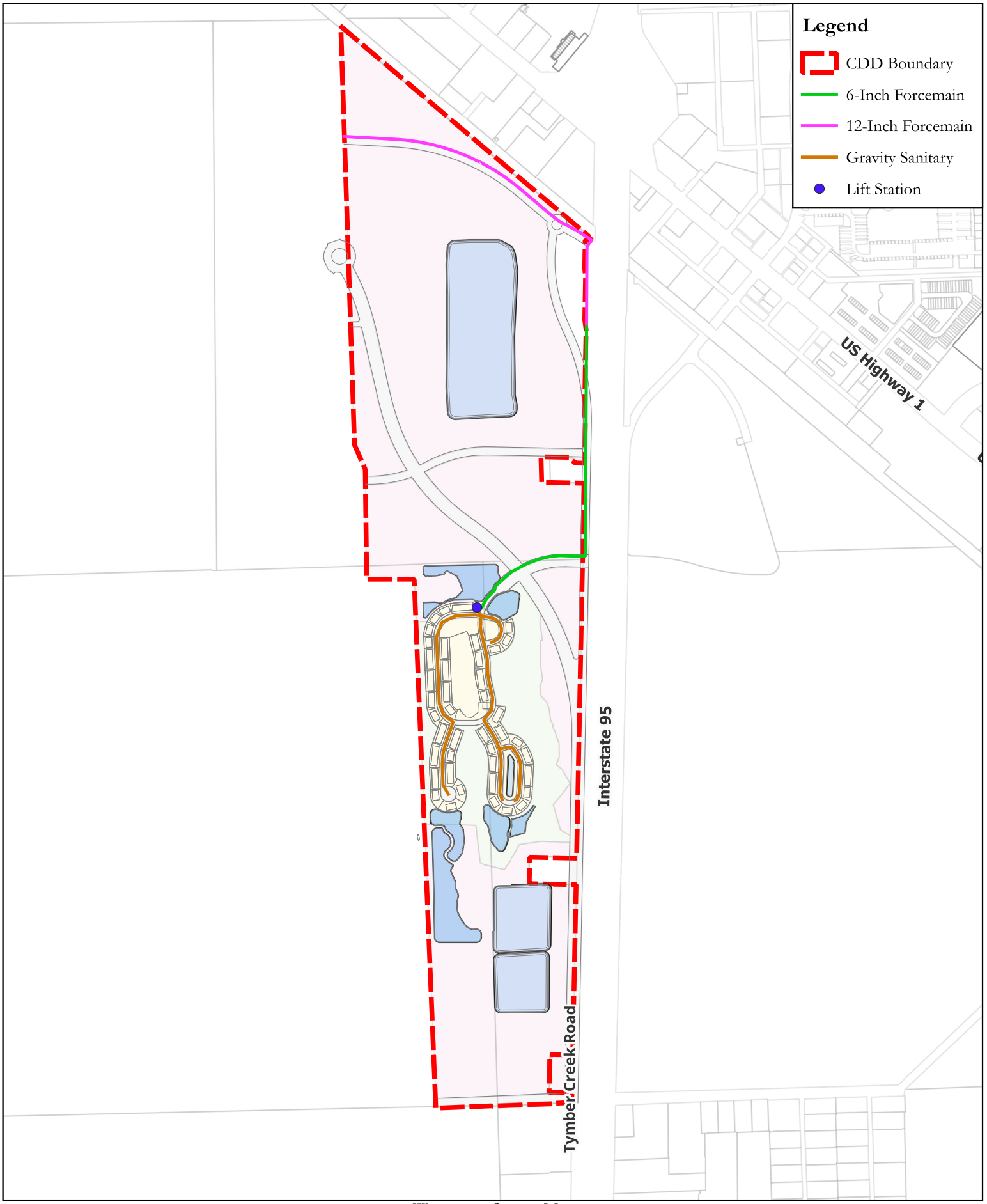
5200 Belfort Road, Suite 250
Jacksonville, FL 32256 | 407.487.2594

PAPE–DAWSON

Florida Engineering Firm #39101
Florida Surveying Firm #B8694

Exhibit 04A

Z:\2023\23-091 Ormond Crossing\23-091C BSK FL Investments LLC\GIS\23-091C BSK FL Investment LLC_CDD Central Exhibits.qgz



Wastewater System Map

Ormond Crossings Central CDD

0 1,200

SCALE IN FEET

P&B Job No.: 23-091
12/18/2025

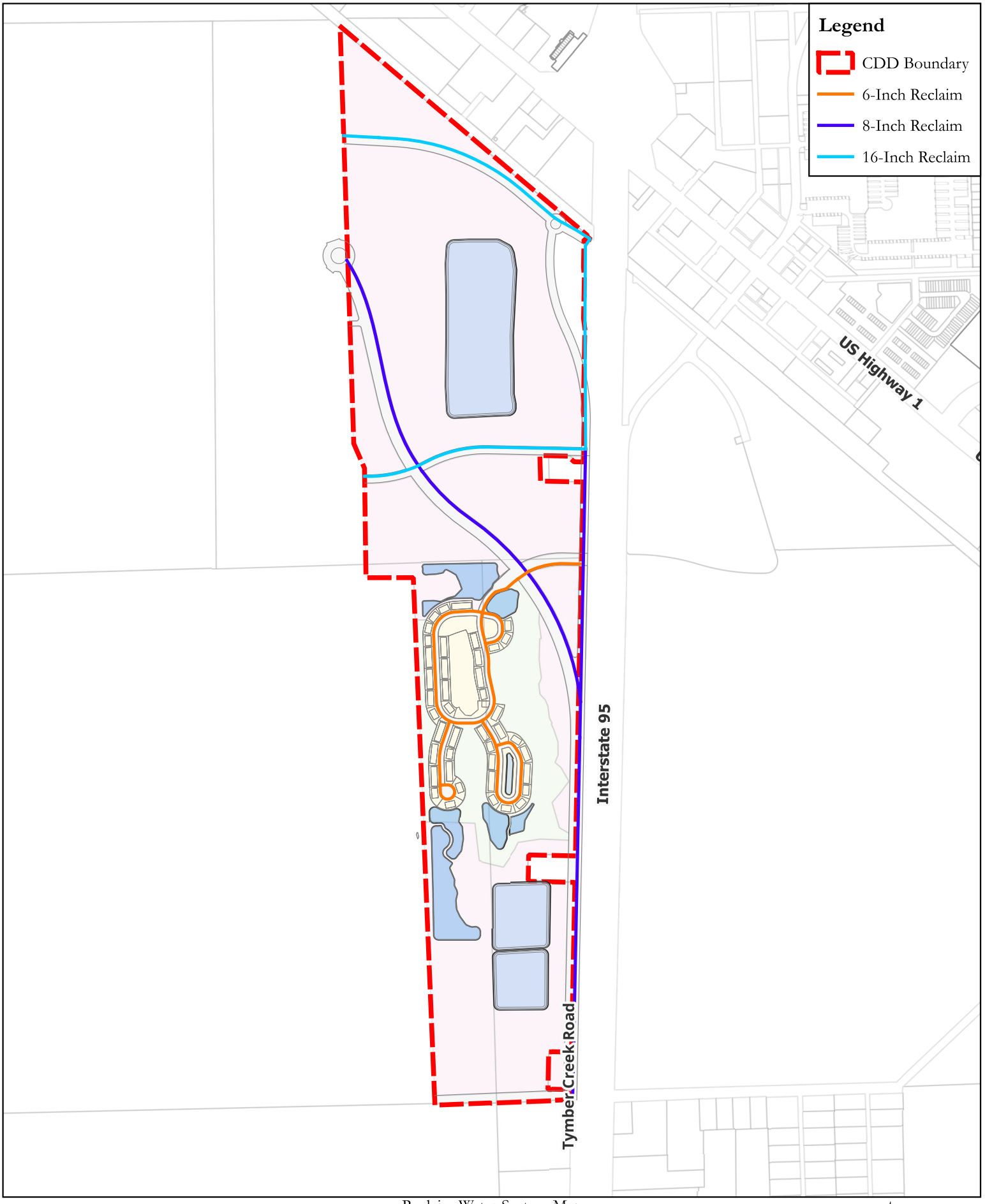
5200 Belfort Road, Suite 250
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Florida Surveying Firm #B8694

Exhibit 04B

Z:\2023\23-091 Ormond Crossing\23-091C BSK FL Investments LLC\GIS\23-091C BSK FL Investment LLC_CDD Central Exhibits.qgz



Reclaim Water System Map

Ormond Crossings Central CDD

0 1,200

SCALE IN FEET

P&B Job No.: 23-091
12/18/2025

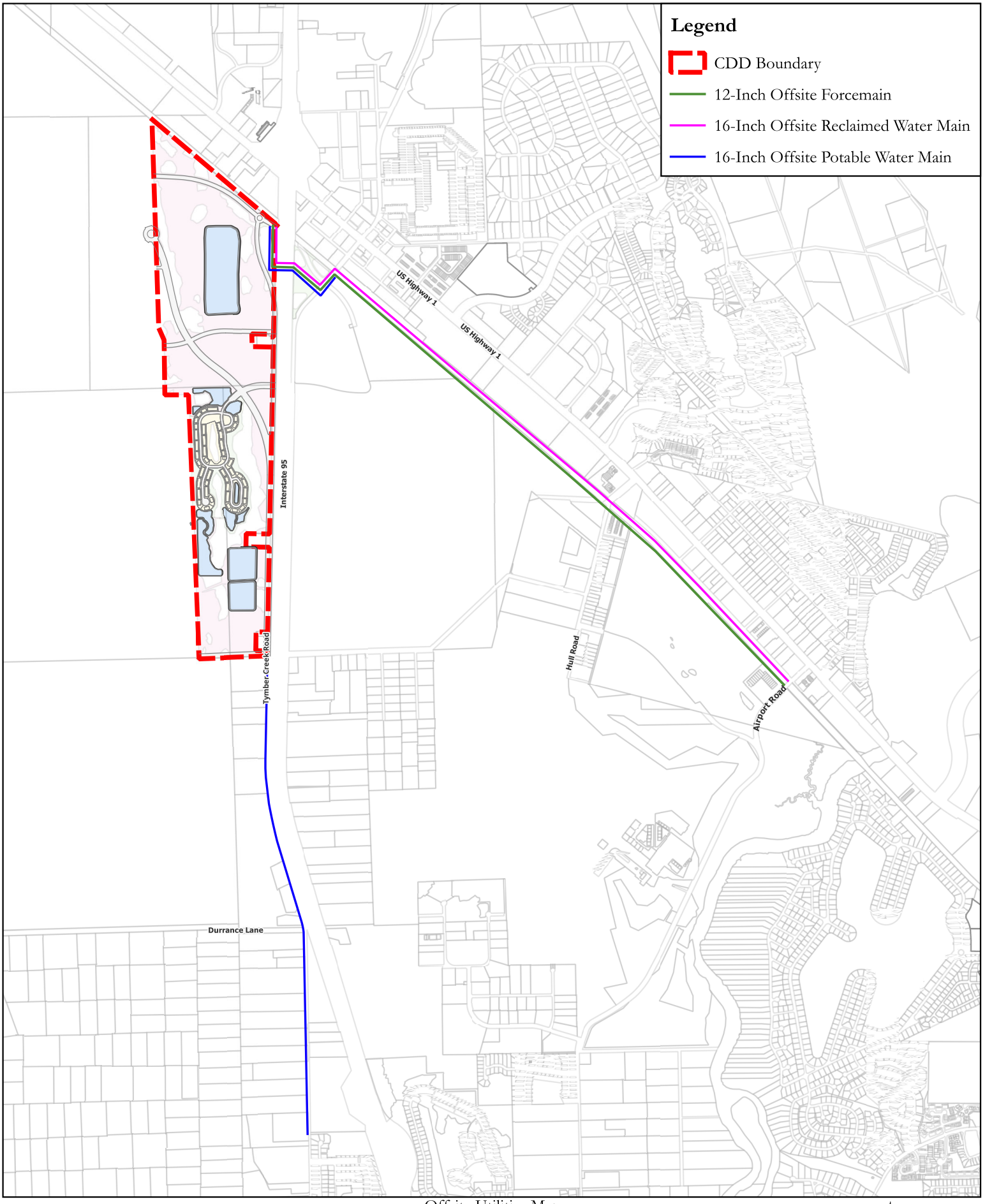
5200 Belfort Road, Suite 250
Jacksonville, FL 32256 | 407.487.2594

PAPE–DAWSON

Florida Engineering Firm #39101
Florida Surveying Firm #B8694

Exhibit 04C

Z:\2023\23-091 Ormond Crossing\23-091C BSK FL Investments LLC\GIS\23-091C BSK FL Investment LLC_CDD Central Exhibits.qgz



Offsite Utilities Map

Ormond Crossings Central CDD

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Florida Surveying Firm #B8694

0 2,400
SCALE IN FEET

P&B Job No.: 23-091
01/27/2026

Exhibit 04D

Z:\2023\23-091 Ormond Crossing\23-091C BSK FL Investments LLC\GIS\23-091C BSK FL Investment LLC_CDD Central Exhibits.qgz

EXHIBIT 7

Ormond Crossings Central CDD – Proposed Facilities

Infrastructure Ownership & Maintenance

Improvement Category	Ownership	Operation & Maintenance
Potable Water Distribution System	City	City
Reclaimed Water Distribution System	City	City
Wastewater System	City	City
Offsite Utilities (Water, Reclaimed, & Wastewater)	City	City
Stormwater Management System & Earthwork	CDD	CDD
Roadways Improvements & Sidewalk*	City/County	City/County
Underground Electrical Conduit	FPL	FPL
Public Spaces/Landscape/Hardscape	CDD	CDD
Environmental/Mitigation	CDD	CDD

*The installation and maintenance of landscaping in the medians and the rights-of-way will be provided by the CDD.

EXHIBIT 8

Ormond Crossings Central CDD

Estimated Cost and Timeline

Improvement	Total
Potable Water Distribution System	$4,500,000.00
Reclaimed Water Distribution System	$2,700,000.00
Wastewater System	$1,800,000.00
Offsite Utilities (Water, Reclaimed, & Sanitary Sewer)	$3,950,000.00
Stormwater Management System & Earthwork	$13,900,000.00
Roadways Improvements & Sidewalk	$14,700,000.00
Incremental Cost of Undergrounding of Electric Conduit	$2,250,000.00
Public Spaces/Landscape/Hardscape	$5,000,000.00
Environmental/Mitigation	$1,500,000.00
Soft Cost & Fees	$2,515,000.00
Subtotal	$52,815,000.00
Contingency (10%)	$5,281,500.00
Total	**$58,096,500**

EXHIBIT 9

Ormond Crossings Central
Community Development District

Statement
of
Estimated Regulatory Costs

February 18, 2026

Provided by

Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Ormond Crossings Central Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 395.77 +/- acres of land located within the City of Ormond Beach, Volusia County, Florida (the "City") and is projected to contain business/flex space, commercial, office, public/institutional, 400 residential units, warehouse/distribution, and storage, which will make up the Ormond Crossings Central development ("Project"). The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing the District establishment) as follows:

> "*That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant* (emphasis added)."

1.2 Overview of the Ormond Crossings Central Community Development District

The District is designed to provide public infrastructure, services, and facilities, along with operation and maintenance of the same, to a master planned mixed-use development currently anticipated to contain business/flex space, commercial, office, public/institutional, 400 residential units, warehouse/distribution, and storage. Tables 1 and 2 under Section 5.0 detail the improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Ormond Crossings Central.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (The City of Ormond Beach, according to Census 2020, has a population of 43,080; therefore, it is not defined as a small city for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned mixed-use development. The development of the approximately 395.77 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction business/flex space, commercial, office, public/institutional, 400 residential units, warehouse/distribution, and storage, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic

growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will ensure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State by virtue that the District will be one of many already existing similar districts within the State. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the enhanced service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, amenity operation and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five-year period, this would not be unusual for

a Project of this nature and the infrastructure and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of CDD debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District nor can the District debt be a debt of the City or the State.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) The City of Ormond Beach and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. The City of Ormond Beach, Florida

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through the District or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 395.77 +/- acre master planned

mixed-use development currently anticipated to contain business/flex space, commercial, office, public/institutional, 400 residential units, warehouse/distribution, and storage, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 1,400 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of The City of Ormond Beach. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

City of Ormond Beach, Florida

The proposed land for the District is located within The City of Ormond Beach, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes

that are far more complex than the petition to establish a community development district.

The annual costs to the City, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for governmental entities.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. A CDD is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government, including the City. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately $58,096,500.00. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Potable Water Distribution System	CDD	City	City
Reclaimed Water Distribution System	CDD	City	City
Wastewater System	CDD	City	City
Offsite Utilities (Water, Reclaimed, & Sanitary Sewer)	CDD	City	City
Stormwater Management System & Earthwork	CDD	CDD	CDD
Roadways Improvements & Sidewalk	CDD	City/County	City/County
Incremental Cost of Undergrounding of Electric Conduit	CDD	FPL	FPL
Public Spaces/Landscape/Hardscape	CDD	CDD	CDD
Environmental/Mitigation	CDD	CDD	CDD

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, the City or its dependent districts, or city management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

Table 2

ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT
Estimated Costs of Construction

CATEGORY	COST
Potable Water Distribution System	$4,500,000.00
Reclaimed Water Distribution System	$2,700,000.00
Wastewater System	$1,800,000.00
Offsite Utilities (Water, Reclaimed, & Sanitary Sewer)	$3,950,000.00
Stormwater Management System & Earthwork	$13,900,000.00
Roadways Improvements & Sidewalk	$14,700,000.00
Incremental Cost of Undergrounding of Electric Conduit	$2,250,000.00
Public Spaces/Landscape/Hardscape	$5,000,000.00
Environmental/Mitigation	$1,500,000.00
Soft Costs & Fees	$2,515,000.00
Contingency (10%)	$5,281,500.00
Total	**$58,096,500.00**

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as counties, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide CDD

landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

The City of Ormond Beach has a population of 43,080 according to the Census 2020 conducted by the United States Census Bureau and is therefore defined as a "small" city according to Section 120.52, F.S. It can be reasonably expected that the establishment of community development district for the Ormond Crossings Central development will not produce any marginal effects that would be different from those that would have occurred if the Ormond Crossings Central development was developed without a community development district established by the City.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Ormond Crossings Central Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Ormond Crossings Central development. First, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Ormond Crossings Central development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other city responsibilities. By contrast, if the City were to establish and administer a dependent special district, then the residents and landowners of the Ormond Crossings Central development would take their grievances and desires to the City Commission meetings.

Third, any debt of an independent CDD is strictly that CDD's responsibility. While it may be technically true that the debt of a city-established, dependent special district is not strictly the City 's responsibility, any financial problems that a dependent special district may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low-cost financing from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the City's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Ormond Crossings Central Community Development District.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the City after financing

EXHIBIT 10

Prepared by and return to:
Frank A. (Alex) Ford, Jr.
Attorney at Law
Landis Graham French, P.A.
145 E. Rich Avenue Suite C
DeLand, FL 32724
386-734-3451
File Number: **73236-010**

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this **5th** day of **December, 2023** between **Tomoka Holdings, LLC, a Florida limited liability company,** whose post office address is P. O. Box 457, DeLand, FL 32721, grantor, and **Ormond Crossing West, LLC, a Florida limited liability company,** whose post office address is **8 Ocean Place, Highland Beach, FL 33487**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's successors and assigns forever, the following described land, situate, lying and being in **Volusia County**, **Florida**, to-wit:

SEE EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

[Signatures on following page]

Signed, sealed and delivered in our presence:

Tomoka Holdings, LLC

By: _____
Frank A. Ford, Manager

Witness Name: Sammie Liggett Dowling
Witness Address: 145 E. Rich Avenue, Suite C, DeLand, FL, 32724

Witness Name: Carolyn Imbriolo
Witness Address: 145 E. Rich Ave., Suite C, DeLand, FL, 32724

By: _____
Elizabeth F. Williams, Manager

Witness Name: Sammie Liggett Dowling
Witness Address: 145 E. Rich Avenue, Suite C, DeLand, FL, 32724

Witness Name: Carolyn Imbriolo
Witness Address: 145 E. Rich Avenue, Suite C, DeLand, FL, 32724

(Corporate Seal)

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 5th day of December, 2023 by Frank A. Ford, and Elizabeth F. Williams, Managers of Tomoka Holdings, LLC, a Florida limited liability company, on behalf of the company. They [X] are personally known to me or [_] have produced a driver's license as identification.

[Notary Seal]

SAMMIE L. DOWLING
MY COMMISSION # HH 396256
EXPIRES: May 18, 2027

Notary Public

Printed Name: Sammie L. Dowling

My Commission Expires: 5-18-27

EXHIBIT "A"

PARCEL 1:

A PARCEL OF LAND LYING IN SECTIONS 26, 35 AND 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTIONS 1, 2 AND 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE RUN NORTH 01°20'26" WEST ALONG THE WEST LINE OF SAID SECTION 11 FOR A DISTANCE OF 100.00 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF DURRANCE LANE, ACCORDING TO OFFICIAL RECORDS BOOK 6920, PAGE 2744 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°20'26" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 4203.02 FEET TO THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6345, PAGE 4708 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WEST LINE RUN ALONG SAID EASTERLY LINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 56°44'53" EAST FOR A DISTANCE OF 102.37 FEET; THENCE RUN NORTH 25°15'04" WEST FOR A DISTANCE OF 214.40 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE DEPARTING SAID EASTERLY LINE RUN NORTH 01°20'26" WEST ALONG SAID WEST LINE AND THE WEST LINE OF SAID SECTION 2 FOR A DISTANCE OF 6072.36 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE RUN NORTH 01°23'28" WEST ALONG THE WEST LINE OF SAID SECTION 35 FOR A DISTANCE OF 5462.16 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE RUN NORTH 02°04'24" WEST ALONG THE WEST LINE OF SAID SECTION 26 FOR A DISTANCE OF 2657.36 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 26; THENCE RUN NORTH 89°28'21" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 26 FOR A DISTANCE OF 877.85 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE RUN ALONG SAID SOUTHWESTERLY RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 49°43'49" EAST FOR A DISTANCE OF 6470.06 FEET; THENCE RUN SOUTH 49°50'25" EAST FOR A DISTANCE OF 932.19 FEET TO THE WESTERLY RIGHT OF WAY LINE OF TYMBER CREEK ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 699, PAGE 440 AND OFFICIAL RECORDS BOOK 530, PAGE 681 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 40°10'23" WEST FOR A DISTANCE OF 10.19 FEET; THENCE RUN SOUTH 49°49'37" EAST FOR A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 88°50'11" WEST FOR A DISTANCE OF 67.30 FEET; THENCE RUN SOUTH 00°55'22" WEST FOR A DISTANCE OF 275.37 FEET; THENCE RUN SOUTH 04°35'56" EAST FOR A DISTANCE OF 100.50 FEET; THENCE RUN SOUTH 01°06'42" WEST FOR A DISTANCE OF 400.82 FEET; THENCE RUN SOUTH 07°25'09" EAST FOR A DISTANCE OF 101.12 FEET; THENCE RUN SOUTH 01°06'42" WEST FOR A DISTANCE OF 799.18 FEET; THENCE RUN SOUTH 04°35'56" EAST FOR A DISTANCE OF 100.50 FEET; THENCE RUN SOUTH 01°08'34" WEST FOR A DISTANCE OF 404.77 FEET TO THE NORTHEAST CORNER OF FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE PARCEL NUMBER 102 PART C: WATER RETENTION AREA, ACCORDING TO OFFICIAL RECORDS BOOK 4927, PAGE 2220 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN ALONG THE NORTHERLY LINE OF SAID PARCEL NUMBER 102 PART C THE FOLLOWING BEARINGS AND DISTANCES: NORTH 88°51'17" WEST FOR A DISTANCE OF 90.37 FEET; THENCE RUN NORTH 48°53'44" WEST FOR A DISTANCE OF 84.50 FEET; THENCE RUN NORTH 88°51'17" WEST FOR A DISTANCE OF 271.49 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 01°33'19" EAST ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 250.61 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE RUN SOUTH 88°51'17" EAST ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 414.83 FEET TO THE SOUTHEAST CORNER THEREOF AND THE WESTERLY RIGHT OF WAY LINE OF SAID TYMBER CREEK ROAD; THENCE RUN SOUTH 01°08'34" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE

FOR A DISTANCE OF 3665.93 FEET TO THE NORTHEAST CORNER OF FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE PARCEL NUMBER 102 PART B: WATER RETENTION AREA, ACCORDING TO OFFICIAL RECORDS BOOK 4927, PAGE 2220 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 88°51'26" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL NUMBER 102 PART B FOR A DISTANCE OF 458.20 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 01°08'34" WEST ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 259.19 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE RUN SOUTH 88°51'26" EAST ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 458.20 FEET TO THE SOUTHEAST CORNER THEREOF AND THE WESTERLY RIGHT OF WAY LINE OF SAID TYMBER CREEK ROAD; THENCE RUN SOUTH 01°08'34" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1664.42 FEET TO THE NORTHEAST CORNER OF FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE PARCEL NUMBER 102 PART A: WATER RETENTION AREA, ACCORDING TO OFFICIAL RECORDS BOOK 4927, PAGE 2220 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 88°51'26" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 102 PART A FOR A DISTANCE OF 230.06 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 01°08'34" WEST ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 367.45 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE RUN SOUTH 88°51'26" EAST ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 230.06 FEET TO THE SOUTHEAST CORNER THEREOF AND THE WESTERLY RIGHT OF WAY LINE OF SAID TYMBER CREEK ROAD; THENCE RUN SOUTH 01°08'34" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 98.73 FEET TO THE SOUTH LINE OF SAID SECTION 1; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN SOUTH 87°44'51" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 719.52 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 01°42'07" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 2663.63 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 01°43'08" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 FOR A DISTANCE OF 2562.50 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID DURRANCE LANE; THENCE RUN ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 88°27'31" WEST FOR A DISTANCE OF 2662.94 FEET; THENCE RUN SOUTH 88°29'20" WEST FOR A DISTANCE OF 2660.95 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THENCE RETURNING TO THE WEST 1/4 CORNER OF SAID SECTION 26 FOR A POINT OF REFERENCE; THENCE N89°27'29"E FOR A DISTANCE OF 877.84 FEET TO THE SOUTHWESTERLY FEC RAILROAD R/W LINE; THENCE ALONG SAID RAILROAD R/W LINE S49°44'55"E FOR A DISTANCE OF 1520.47 FEET; THENCE DEPARTING SAID LINE N40°15'05"E FOR A DISTANCE OF 100.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FEC RAILROAD RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING #2 OF THIS DESCRIPTION; THENCE DEPARTING SAID RAILROAD RIGHT-OF-WAY N00°20'04"E FOR A DISTANCE OF 836.51 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1; THENCE ALONG SAID RIGHT-OF-WAY LINE S49°53'06"E FOR A DISTANCE OF 3192.98 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S40°00'43"W FOR A DISTANCE OF 649.82 FEET TO THE NORTHEASTERLY FEC RAILROAD RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE N49°44'06"W FOR A DISTANCE OF 2658.92 FEET TO THE AFOREMENTIONED POINT OF BEGINNING #2 OF THIS DESCRIPTION.

PARCEL 3:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND GOVERNMENT SECTION 1, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT SECTION 1, TOWNSHIP 14

SOUTH, RANGE 31 EAST, BEING THE POINT OF REFERENCE OF THIS DESCRIPTION; THENCE N01°27'41"W FOR A DISTANCE OF 1275.31 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S46°52'07"W FOR A DISTANCE OF 1856.69 FEET; THENCE S88°09'47"W FOR A DISTANCE OF 1257.91 FEET; THENCE S87°43'43"W FOR A DISTANCE OF 1488.77 FEET TO THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF PINELAND TRAIL, A VARIABLE WIDTH RIGHT-OF-WAY; THENCE ALONG SAID R/W LINE THE FOLLOWING COURSES; THENCE N01°08'43"E FOR A DISTANCE OF 7579.63 FEET; THENCE N06°51'22"E FOR A DISTANCE OF 100.50 FEET; THENCE N01°08'43"E FOR A DISTANCE OF 272.58 FEET TO THE SOUTHWESTERLY FEC RAILROAD R/W; THENCE DEPARTING SAID R/W ALONG SAID RAILROAD R/W THE FOLLOWING COURSES; THENCE S49°50'43"E FOR A DISTANCE OF 916.69 FEET; THENCE N39°53'32"E FOR A DISTANCE OF 66.72 FEET; THENCE S49°51'31"E FOR A DISTANCE OF 3232.18 FEET; THENCE S49°55'22"E FOR A DISTANCE OF 809.22 FEET; THENCE DEPARTING SAID RAILROAD R/W S01°43'28"E FOR A DISTANCE OF 2062.26 FEET; THENCE S01°28.20"E FOR A DISTANCE OF 1376.21 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

LESS AND EXCEPT ALL THAT PORTION LYING WITHIN SECURITY FIRST AT ORMOND CROSSINGS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGES 3 THROUGH 6, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°15'33"W ALONG THE SOUTHERLY LINE OF SAID SECTION 36 FOR A DISTANCE OF 397.85 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S88°15'33"W FOR A DISTANCE OF 96.25 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 100-FOOT RAILROAD RIGHT-OF-WAY); THENCE DEPARTING SAID SOUTHERLY SECTION LINE N49°55'31"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1125.65 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE N40°11'59"E FOR A DISTANCE OF 101.24 FEET; THENCE N49°51'31"W FOR A DISTANCE OF 578.74 FEET; THENCE N40°09'32"E FOR A DISTANCE OF 554.74 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (A 160-FOOT RIGHT-OF-WAY); AND THIS POINT BEING HEREAFTER KNOWN AS POINT "A" FOR CONVENIENCE; THENCE S49°50'28"E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1777.34 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE S40°17'36"W FOR A DISTANCE OF 589.88 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL 5:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, RETURN TO POINT "A"; THENCE N49°50'28"W FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S40°09'32"W FOR A DISTANCE OF 142.38 FEET ; THENCE N49°50'28"W FOR A DISTANCE OF 100.00 FEET; THENCE N40°09'32"E FOR A DISTANCE OF 142.38 FEET TO THE U.S. 1 RIGHT-OF-WAY; THENCE S49°50'28"E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

TOGETHER WITH THE FOLLOWING EASEMENT INTERESTS:

EASEMENT INTEREST "A": AERIAL EASEMENT FOR ORMOND CROSSINGS "A" AS SET FORTH UNDER AERIAL CROSSING EASEMENT AGREEMENT RECORDED IN O.R. BOOK 6955, PAGE 2993, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED THEREIN AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY AND SOUTHWEST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) SAID PARCEL LYING WITHIN AND BEING A PORTION OF GOVERNMENT SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE S88°15'33"W ALONG THE SOUTHERLY LINE OF SAID SECTION 36 FOR A DISTANCE OF 494.20 FEET TO A POINT OF INTERSECTION OF SAID SOUTHERLY SECTION LINE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE N49°51'31"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 839.45 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE S40°06'11"W FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE N49°51'31"W ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 250.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE N40°06'11"E FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE S49°51'31"E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 250.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

EASEMENT INTEREST "B": AERIAL EASEMENT FOR ORMOND CROSSINGS "B" AS SET FORTH UNDER AERIAL CROSSING EASEMENT AGREEMENT RECORDED IN O.R. BOOK 6955, PAGE 3007, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED THEREIN AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY AND SOUTHWEST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) SAID PARCEL LYING WITHIN AND BEING A PORTION OF GOVERNMENT SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE S89°52'11"W ALONG THE SOUTHERLY LINE OF SAID SECTION 26 FOR A DISTANCE OF 1252.97 FEET TO A POINT OF INTERSECTION OF SAID SOUTHERLY SECTION LINE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE N49°44'06"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 550.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE S40°15'54"W FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE N49°44'06"W ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 250.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE N40°15'54"E FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE S49°44'06"E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 250.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT 11

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jonathan T. Johnson of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32301, to act as agent for Ormond Crossing Central, LLC with regard to all matters regarding the petition to establish a community development district to the City Commission of the City of Ormond Beach, Florida, pursuant to Chapter 190, Florida Statutes. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

WITNESSES:

Name: Theresa Kline

Name: Canaan LaParche

ORMOND CROSSING CENTRAL, LLC, a Florida limited liability company

Name: BRADFORD KLINE
Title: MANAGER

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 9th day of February, 2026, by BRADFORD KLINE, as MANAGER of Ormond Crossing Central, LLC, who is ☐ personally known to me or ☑ produced FLDL K450077542270 as identification.

DAVID SOLOMON
Notary Public - State of Florida
Commission # HH 566704
My Comm. Expires Jun 27, 2028
Bonded through National Notary Assn.

(Official Notary Signature & Seal)

Print Name: DAVID SOLOMON
Notary Public, State of Florida

CDD Establishment
City of Ormond Beach, Florida

CDD Basics

KUTAKROCK

kutakrock.com

What is a Community Development District?

- Local unit of special purpose government
- Established under the Uniform Community Development Act of 1980 (Chapter 190, F.S.)
- Provides a mechanism to finance, construct and maintain high quality improvements and amenities
- Separate from, and NOT an arm of, the County or City



What is a Community Development District?

- CDDs can provide basic infrastructure for new development
  - Less Expensive Infrastructure - Infrastructure is less expensive because CDDs provide access to tax exempt financing
  - Non-Recourse - The CDD debt is secured by assessments that are liens on the land (i.e., non-recourse debt) The City has no responsibility for this debt.
  - Spreads Costs Over Time - Spread infrastructure costs over time, as opposed to building all costs into home up front
  - Wide Variety of Projects
- Liability protection

What Can a Community Development District Do?

- **Pursuant to Section 190.012(1), a CDD can finance, construct and acquire the following improvements:**
  - Water management and control structures
  - Water supply, sewer, and wastewater management, reclamation, and reuse
  - Bridges or culverts
  - Roadways; streetlights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines
  - Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage
  - Environmental investigation and remediation costs
  - Conservation areas, mitigation areas, and wildlife habitat
  - Any other project within or without the boundaries of a district pursuant to a development order or interlocal agreement
  - Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district

What a Community Development District Can Not Do

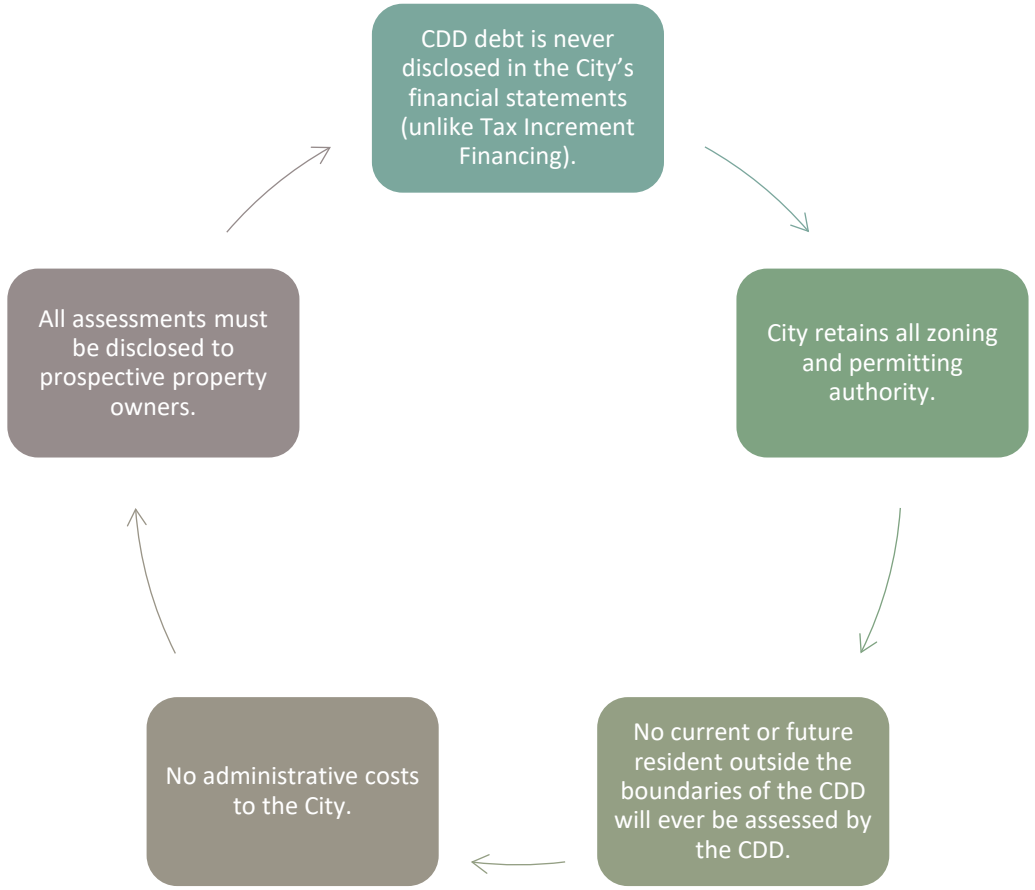
- CDD bonds cannot become the debt of the City; bondholder remedies are solely against the pledged property.
- A CDD cannot take any action which is inconsistent with the comprehensive plans, ordinances and regulations of the City.
- A CDD does not have the power to adopt its own comprehensive plan, building code or land development code – it is not a zoning authority.
- All of the CDD's powers must comply with all applicable City laws, rules, regulations, and policies governing planning and permitting of the development.

Benefits for Property Owners

- Cheaper Financing
- Allows homebuyers to purchase housing in communities with higher levels of amenities such as open space, trails, parks and lower impact developments
- Infrastructure Costs Spread Over Time
- Stable Revenue Stream – the assessments are paid along with property taxes
- Relatively Early Turnover to Residents
- Increased Accountability
- Enhanced Level of Service - Makes community more attractive and usable – allows property owners to ultimately determine their own level of service
- Excellent Long-Term Maintenance Entity - CDDs are long term maintenance entities, which provide for stable, long term property values

Benefits and protections for the City

- Allows new infrastructure to be built without the use of City funds or bonding capacity.
- No financial burden on residents outside of the CDD.
- Assures project is funded because bond proceeds are provided up front and deposited into a trust account.
- More stable maintenance entity to ensure continuation of project after the developer is gone.



KUTAKROCK

What are the CDD's Reporting Requirements?

- Must follow all applicable procedural and reporting rules required of municipal governments under Florida Statutes including:
  - Elections
  - Bidding and awarding of contracts
  - Advertising of meetings and holding meetings in the "Sunshine"
  - Preparation and distribution of minutes to appropriate governmental agencies
  - Maintenance of official records
  - Reporting and filing of financial information
  - Must establish and administer internal accounting controls
  - Must disclose to potential landowners the existence of the CDD and the special assessments levied by the CDD for both debt service and operation and maintenance

Land Secured Financing Districts Are Economic Development

Florida's Top Ranked Communities by Homes Sold (2023)

Ranking	Community	# of Homes Sold Per Year	District Type
1	Villages	3029	Multiple CDDs
2	Lakewood Ranch	2257	CDDs/Stewardship District
3	Babcock Ranch	958	Stewardship District
5	Wellen Park	887	Improvement District
6	Ave Maria	652	Stewardship District

Source: RCLO Real Estate Advisors 2024 Report



Quick Stats

- 990 CDDs in Florida (as of June 1, 2024)
- First CDD established in 1982
- Most commonly established by cities and counties

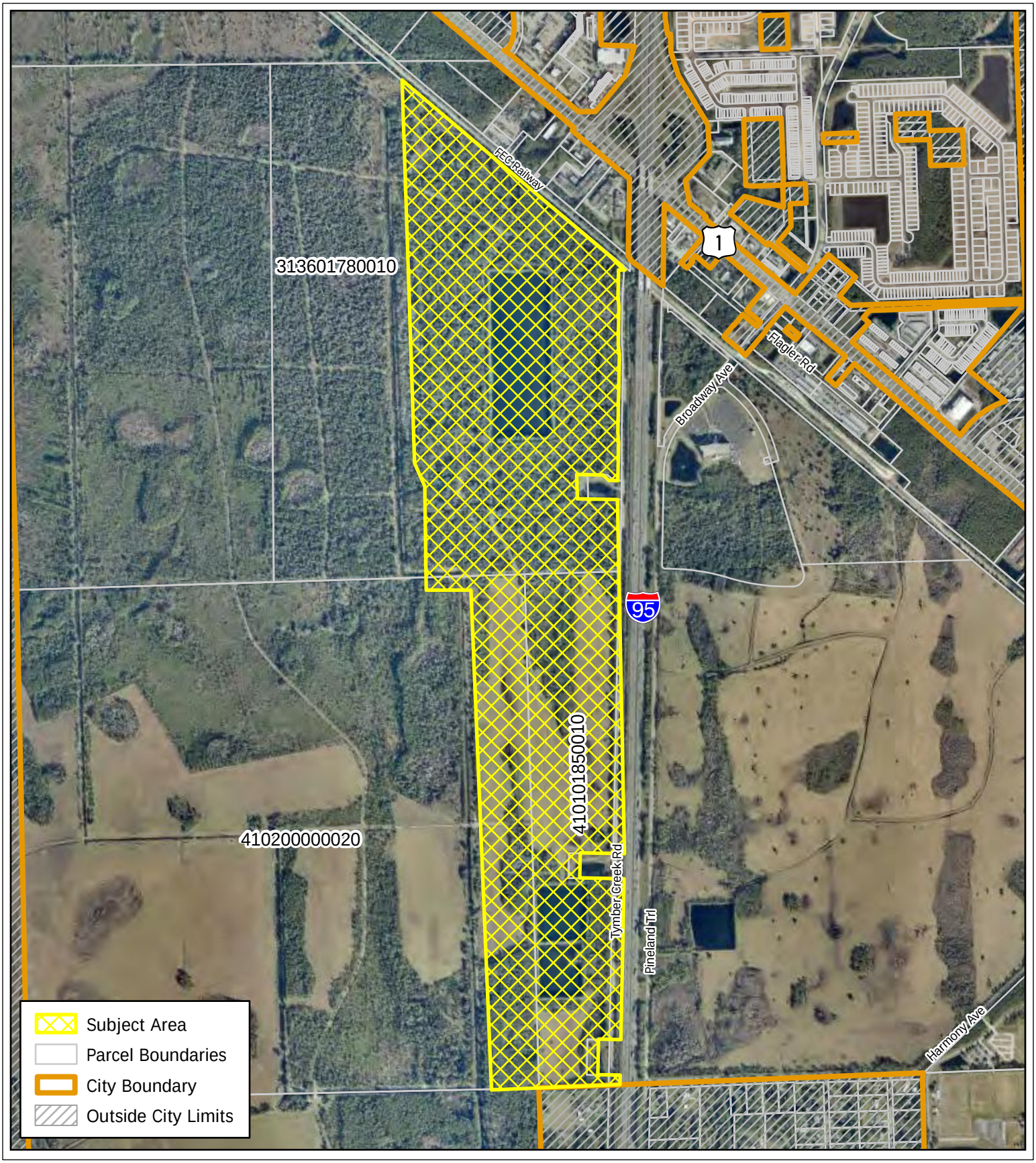
Volusia County CDDs

Community Development District:	Establishment:
Cresswind DeLand Community Development District	City of Deland
Daytona West Community Development District	City of Daytona Beach
Indigo Community Development District	City of Daytona Beach
Kepler Road Community Development District	City of Deland
Lakewood Park Community Development District	City of Deland
One Daytona Community Development District	City of Daytona Beach
Pioneer Community Development District	City of Port Orange
Rivington Community Development District	City of DeBary
Sungate Community Development District	City of Daytona Beach
SWI Community Development District	City of Port Orange
Tomoka North Community Development District	City of Daytona Beach
Walkers Green Community Development District	City of Daytona Beach
Waypointe Community Development District	City of Daytona Beach

Source: Florida Department of Commerce

Summary

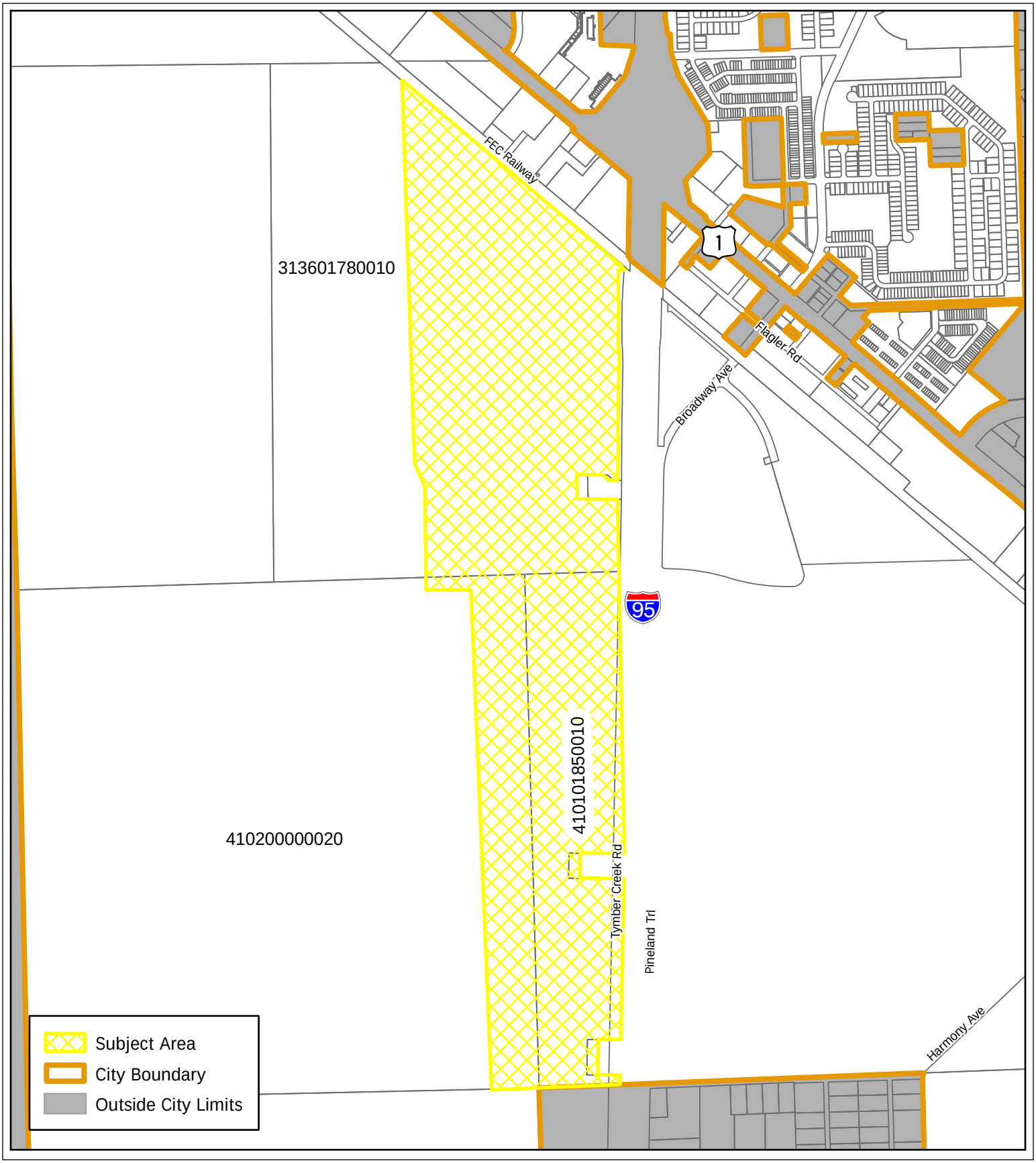
- CDDs help ensure that growth pays for itself
- Takes burden off local government and residents outside of the CDD
- Excellent long term maintenance entity as compared to HOAs
- Provides governmental accountability
  (open meetings, public records, etc.)



AERIAL MAP
Ormond Crossings Central Community Development District
(PIDs: 313601780010, 410200000020 & 410101850010)

Prepared By: The City of Ormond Beach
GIS Department - March 10, 2026

N
W E
S



LOCATION MAP
Ormond Crossings Central Community Development District
(PIDs: 313601780010, 410200000020 & 410101850010)

Prepared By: The City of Ormond Beach
GIS Department - March 10, 2026

N
W E
S

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

ORDINANCE NO. 2026-06

AN ORDINANCE GRANTING THE PETITION OF ORMOND CROSSING CENTRAL, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; CREATING AND ESTABLISHING THE ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is an application submitted by Kutak Rock, LLP, on behalf of Ormond Crossing Central, LLC, for a petition to establish the Ormond Crossings Central Community Development District (District or CDD) in accordance with Chapter 190, Florida Statutes. The proposed District comprises approximately 395.77 acres, generally located north of Durrance Lane, south of U.S. Highway 1, and west of Interstate 95. The applicant has proposed to establish the District to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities which may be authorized by such District under Florida law, including but not limited to water distribution system, reclaimed water system, sanitary sewer system, utilities (water, wastewater & reuse systems), stormwater management system, roadway improvements, earthwork, public space/hardscape/landscape, environmental/mitigation, offsite improvements and other infrastructure.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

    a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

        None. This Community Development District does not impact any existing businesses and would be an obligation of property owners who buy into the district.

    b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

        The Community Development District would be established in accordance with Florida Statutes.

    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.

        The Community Development District would be established in accordance with Florida Statutes.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

    None. This Community Development District does not impact any existing businesses and would be an obligation of property owners who buy into the district.

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.)

    The item was advertised by newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	May 5, 2026	**Item No**	8.B.
Section	PUBLIC HEARINGS	**Category**	Public Hearing - Ordinances
Subject	Ormond Crossings East, Establishment of a Community Development District (CDD) (SECOND READING)		
Recommended Action	Staff recommends approval of the Ormond Crossings East Community Development District in accordance with Chapter 190, Florida Statutes.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is an application submitted by Kutak Rock, LLP, on behalf of Ormond Crossing East, LLC for a petition to establish the Ormond Crossings East Community Development District (District or CDD) in accordance with Chapter 190, Florida Statutes. The proposed District comprises approximately 525.77 acres, generally located north of Harmony Avenue, southwest of U.S. Highway 1, and east of Interstate 95. The Ormond Crossings East Community Development District shall exclude the property owned by Security First Insurance Company (Volusia County Parcel ID 3136-11-00-0180).

The applicant has proposed to establish the District to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities which may be authorized by such District under Florida law, including but not limited to water distribution system, reclaimed water system, sanitary sewer system, utilities (water, wastewater & reuse systems), stormwater management system, roadway improvements, earthwork, public space/hardscape/landscape, environmental/ mitigation, offsite improvements and other infrastructure.

This CDD is proposed for the business center portion of Ormond Crossings east of I-95. Ordinance 2024-23 approved the Ormond Crossings West Community Development District for the single-family residential portion of the Ormond Crossings project on August 20, 2024. The applicant provided a PowerPoint summary of the Community Development District with the 2024 application that staff has included as background information.

On February 16, 2010, by Ordinance 2010-07, the City Commission approved a development agreement known as “Ormond Crossings” to develop a 2,924 mixed-use development. The development agreement envisioned the establishment of one or more CDDs to assist in constructing and maintaining project-related improvements. The Ormond Crossings development agreement was amended (first amendment) on July 25, 2017, with Ordinance 2017-14.

CDDs are established with Chapter 190 of Florida Statutes and must be granted authorization by a local government and the Florida Land and Water Adjudicatory Commission. CDDs are used to finance development-related improvements and maintain development-related improvements, including roads, drainage systems, parks & recreation areas, and landscaping. CDDs cannot take any action inconsistent with a jurisdiction’s comprehensive plans, ordinances, or regulations of the applicable local general-purpose government.

The project application has provided a summary PowerPoint of community development districts.

Financial Impact

There is no budget impact as part of this application. The project has paid the Florida Statute required application fee. No bond, debt, or other obligations of the CDD shall constitute a debt or obligation to the City.

Citizen Impact

The CDD is designed to establish a financial mechanism for constructing and maintaining project improvements and only applies to property owners within the district area and not to those outside the designated area. The application does not modify land use, zoning, or development agreement standards.

Attachments

1. 26-07 OC East CDD (P26-0036G)
2. Petition to Establish Ormond Crossings East - City of Ormond Beach
3. Ormond Crossings East - Aerial
4. Ormond Crossings East - Location
5. Presentation for City of Ormond Beach - CDD Basics
6. Ordinance - BIE, OC East - CDD, V2

ORDINANCE NO. 2026-07

AN ORDINANCE GRANTING THE PETITION OF ORMOND CROSSING EAST, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; CREATING AND ESTABLISHING THE ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ormond Crossing West, LLC, a Florida limited liability company owns approximately 525.77 acres of land generally located north of Harmony Avenue, southwest of U.S. Highway 1, and east of Interstate 95 ("Subject Property"), and

WHEREAS, Ormond Crossings East, LLC, a Florida limited liability company ("Applicant") has petitioned the City of Ormond Beach for the establishment of a community development district, to be known as "Ormond Crossings East Community Development District" (the "District"), the boundaries of which would include the Subject Property, and

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage services for community development, and

WHEREAS, on February 16, 2010, by Ordinance 2010-07, the City Commission approved a development agreement known as "Ormond Crossings" for the purpose of developing

a 2,924 acre mixed-use development which is recorded in Official Records Book 6449, Pages 2154 through 2222, inclusive, of the Public Records of Volusia County, Florida.

WHEREAS, the Ormond Crossings development agreement envisioned the use of community development districts within Ormond Crossings, and

WHEREAS, on July 25, 2017, by Ordinance 2017-14, the City Commission approved the first amended Ormond Crossings development agreement which is recorded in Official Records Book 7437, Pages 3892 through 3968, inclusive, of the Public Records of Volusia County, Florida.

WHEREAS, the City Commission, after proper published notice, has conducted a public hearing on the petition, in accordance with the requirements and procedures of Section 190.005(2), Florida Statutes, and

WHEREAS, the City Commission has determined that the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services with the Property, providing a mechanism for the delivery of public capital infrastructure therein without overburdening residents not residing within the proposed District, based upon the information provided in the petition; and

WHEREAS, the City Commission finds that the petition for the District is complete and meets the requirements of Section 190.005(1)(e), Florida Statutes; and

WHEREAS, the City Commission find the statements contained within the petition for the community development district to be true and correct; and

WHEREAS, the creation of the district is not inconsistent with any applicable element or portion of the State's comprehensive plan or the Ormond Beach Comprehensive Plan; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

WHEREAS, the creation of the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and

WHEREAS, the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, the area shall exclude the property owned by Security First Insurance Company, Volusia County Parcel ID 3136-11-00-0180; and

WHEREAS, the City shall retain construction review, permitting, and inspection responsibilities regarding improvements within the District, and

WHEREAS, no bond, debt, or other obligation of the Ormond Crossings East Community Development District, nor default thereon, shall constitute a debt or obligation of the city, and

WHEREAS, Section 190.004(3), Florida Statutes, provides that all governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of land within a community development district. Community development districts do not have the power of local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Community Planning Act. The District shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government, and

WHEREAS, the City Commission finds that the District shall have those general and special powers authorized by Sections 190.011 and 190.012, Florida Statutes, as set, and that it is in the public interest of the citizens of Ormond Beach that the District have powers; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The petition to establish the Ormond Crossings East

Community Development District, as attached hereto and incorporated herein as Exhibit A, is hereby granted.

SECTION THREE. The boundaries of the Ormond Crossings East Community Development District are depicted as attached hereto and incorporated herein as Exhibits 1 and 2 within Exhibit A.

SECTION FOUR. The initial members of the Board of Supervisors of the Ormond Crossings East Community Development District shall be as follows:

Name: Clint Smith
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: David Lusby
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Bradford Kline
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Theresa Kline
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Bradford Kline II
Address: 8 Ocean Place
Highland Beach, FL 33487

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION FIVE. The name of the District shall be the "Ormond Crossings East Community Development District".

SECTION SIX. The Ormond Crossings East Community Development District is created for the purposes set forth in Chapter 190, Florida Statutes.

SECTION SEVEN. Pursuant to Section 190.005(2)(d), Florida Statutes, the charter for the Ormond Crossings East Community Development District shall be Sections 190.006 through 190.041, Florida Statutes, as amended.

SECTION EIGHT. The City Commission grants to the Ormond Crossings East Community Development District all powers authorized pursuant to Sections 190.011 and 190.012(1)(a) -(h), 2(a), and (d), Florida Statutes, and hereby finds it is in the public interest of all citizens of the city to grant such general and special powers.

SECTION NINE. All bonds issued by the Ormond Crossings East Community Development District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

SECTION TEN. No bond, debt, or other obligation of the Ormond Crossings East Community Development District, nor any default thereon, shall constitute a debt or obligation to the city.

SECTION ELEVEN. If any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected by such invalidity.

SECTION TWELVE. This ordinance shall become effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 21st day of April, 2026.

PASSED UPON at the second and final reading of the City Commission this 5th day of May, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE CITY COMMISSION
CITY OF ORMOND BEACH, FLORIDA

PETITION TO ESTABLISH ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Ormond Crossing East, LLC ("Petitioner"), hereby petitions the City Commission of the City of Ormond Beach pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, to establish a Community Development District with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Ormond Beach, Florida. **Exhibit 1** depicts the general location of the proposed District, which is generally located northeast of Durrance Lane, southwest of U.S. Highway 1, and east of Interstate 95. The proposed District covers approximately 525.77 acres of land, and the metes and bounds description of the external boundaries of the proposed District is set forth in **Exhibit 2.**

2. Excluded Parcels. There is one outparcel located within the external boundaries of the proposed District which is to be excluded from the District. The name and address of the property owner, as well as the legal description, are provided at **Exhibit 3**. Establishment of the proposed District will have no adverse impact on the excluded parcel.

3. Landowner Consent. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, *Florida Statutes*. Documentation of ownership and consent to the establishment of a community development district for the proposed District is contained in **Exhibit 4**.

4. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Clint Smith
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: David Lusby
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Bradford Kline
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Theresa Kline
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Bradford Kline II
Address: 8 Ocean Place
Highland Beach, FL 33487

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America. The Affidavit of Residency for each proposed Board Member of the proposed District is attached as **Exhibit 5**.

5. Name. The proposed name of the District is Ormond Crossings East Community Development District.

6. Future Land Uses. The future general distribution, location, and extent of the land uses proposed for the District by future land use plan element of the applicable Future Land Use Plan is identified on **Exhibit 6.** The proposed land uses for lands contained within the proposed District is consistent with the City's approved Future Land Use Plan.

7. Major Water and Wastewater Facilities and Outfalls. There are no existing major trunk water mains and wastewater interceptors within the currently undeveloped lands to be included within the proposed District. **Exhibit 7** shows the proposed major trunk water mains,

sewer connections, and reclaimed water mains serving the lands within and around the proposed District.

8. District Facilities and Services. **Exhibit 8** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and/or install, as well as the anticipated entity responsible for ownership and maintenance. The estimated costs of constructing the infrastructure serving land within the proposed District are identified in **Exhibit 9**. At present, all improvements are estimated to be made, constructed and installed over the time period from 2026 through 2029. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. Statement of Estimated Regulatory Costs. **Exhibit 10** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, *Florida Statutes,* and is based upon presently available data. The data and methodology used in preparing the SERC accompanies it.

10. Landowner Deed. A copy of the warranty deed which includes the lands to be located within the proposed District is provided in **Exhibit 11**.

11. Authorized Agent. The Petitioner is authorized to do business in the State of Florida**.** The authorized agent for the Petitioner is Jonathan T. Johnson. **See Exhibits 12**. Copies of all correspondence and official notices should also be sent to:

Jonathan T. Johnson
Jonathan.johnson@kutakrock.com
Kutak Rock LLP
107 West Collage Avenue
Tallahassee, Florida 32301

12. This petition to establish Ormond Crossings East Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the local Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City of Ormond Beach from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Ormond Beach to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes*;

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes*;

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and for security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, each as authorized and described by Sections 190.012(2)(a) and (d), *Florida Statutes,* and

d. grant such other relief as appropriate.

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RESPECTFULLY SUBMITTED, this 20th day of February, 2026.

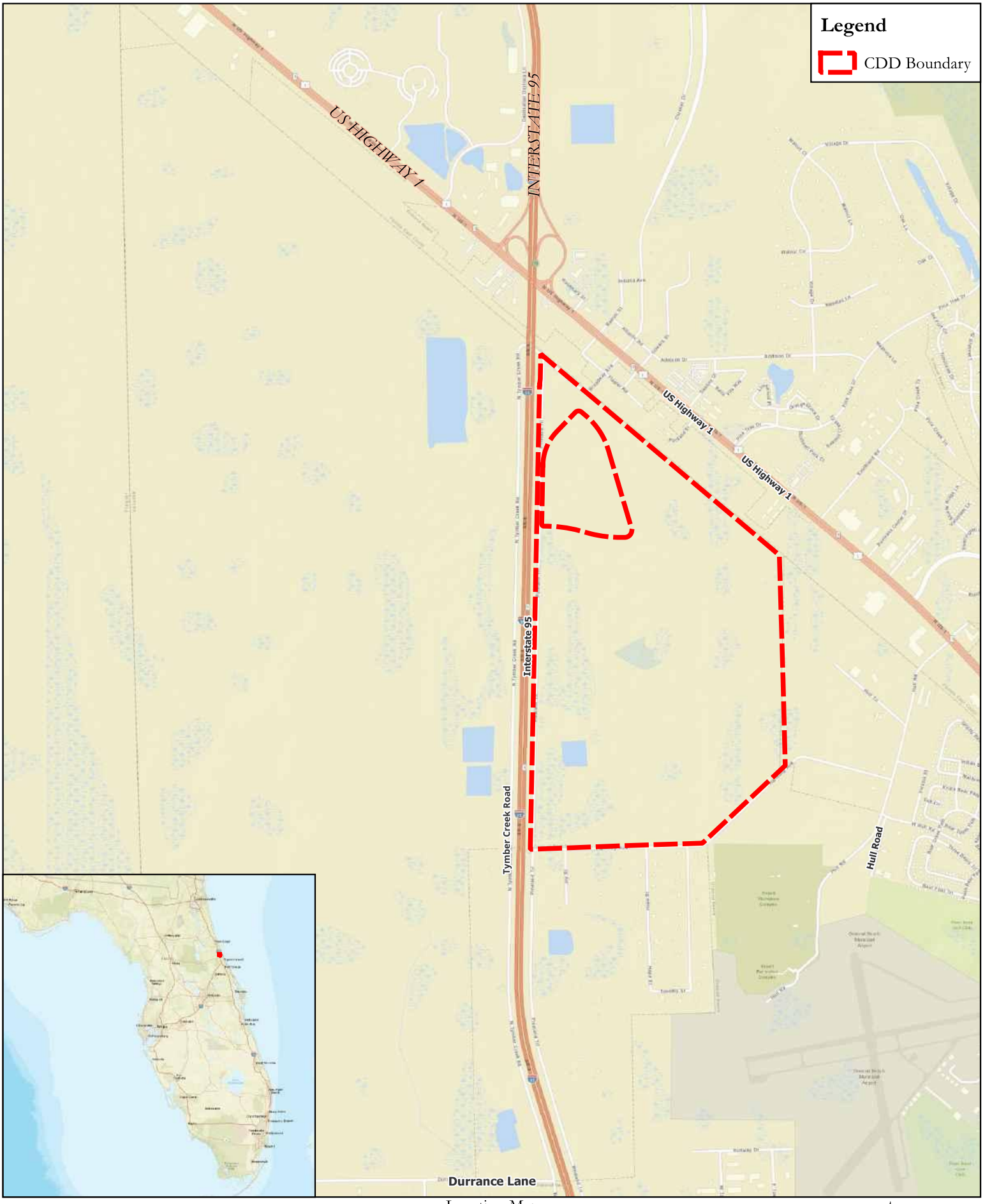
KUTAK ROCK LLP



Jonathan T. Johnson
Florida Bar No. 986460
Jonathan.Johnson@Kutakrock.com
107 West College Avenue
Tallahassee, Florida 32301
850-692-7300

Attorneys for Petitioner

EXHIBIT 1



Location Map

Ormond Crossings East CDD

0 2,000

SCALE IN FEET

P&B Job No.: 23-091
12/18/2025

5200 Belfort Road, Suite 250
Jacksonville, FL 32256 | 407.487.2594

PAPE–DAWSON

Florida Engineering Firm #39101
Florida Surveying Firm #B8694

Exhibit 01

Z:\2023\23-091 Ormond Crossing\23-091C BSK FL Investments LLC\GIS\23-091C BSK FL Investment LLC_CDD Exhibits.qgz

EXHIBIT 2

LEGAL DESCRIPTION: ORMOND CROSSINGS EAST CDD

A PARCEL OF LAND BEING A PORTION OF SECURITY FIRST AT ORMOND CROSSINGS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 61, PAGES 3 THROUGH 6, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LYING IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTION 1, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE RUN NORTH 01°27'10" WEST, ALONG THE EAST LINE OF SAID SECTION 1, FOR A DISTANCE OF 1274.53 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HARMONY AVENUE, ACCORDING TO OFFICIAL RECORDS BOOK 530, PAGE 681, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 46°49'10" WEST FOR A DISTANCE OF 1853.91 FEET; THENCE RUN SOUTH 88°11'17" WEST FOR A DISTANCE OF 1258.27 FEET; THENCE RUN SOUTH 87°44'07" WEST FOR A DISTANCE OF 1554.88 FEET TO THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 95, ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION SECTION 79002-2403;THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES:NORTH 01°08'28" EAST FOR A DISTANCE OF 7585.60 FEET; THENCE RUN NORTH 06°51'06" EAST FOR A DISTANCE OF 100.50 FEET; THENCE RUN NORTH 01°08'28" EAST FOR A DISTANCE OF 408.07 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST (FEC) RAILROAD; THENCE RUN SOUTH 49°51'07" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 5097.02 FEET TO THE EAST LINE OF SAID SECTION 1; THENCE RUN ALONG SAID EAST LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 01°41'49" EAST FOR A DISTANCE OF 2060.72 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE RUN SOUTH 01°27'10" EAST FOR A DISTANCE OF 1376.27 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTION 1, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING ALL OF TRACT 18 AND TRACT A, SECURITY FIRST AT ORMOND CROSSINGS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 61, PAGES 3 THROUGH 6, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE RUN NORTH 01°27'10" WEST, ALONG THE EAST LINE OF SAID SECTION 1, FOR A DISTANCE OF 1274.82 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HARMONY AVENUE, ACCORDING TO OFFICIAL RECORDS BOOK 530, PAGE 681, OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 46°49'10" WEST FOR A DISTANCE OF 1853.91 FEET; THENCE RUN SOUTH 88°11'17" WEST FOR A DISTANCE OF 1258.27 FEET; THENCE RUN SOUTH 87°44'07" WEST FOR A DISTANCE OF 1554.88 FEET TO THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 95, ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION SECTION 79002-2403; THENCE RUN NORTH 01°08'28" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 5201.45 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN SOUTH 88°51'32" EAST FOR A DISTANCE OF 778.98 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE POINT OF A NON TANGENT CURVE; CONCAVE SOUTHERLY HAVING A RADIUS OF 2160.00 FEET, WITH A CHORD BEARING OF NORTH 80°54'17" WEST, AND A CHORD DISTANCE OF 597.65 FEET; THENCE RUN ALONG THE SOUTHERLY AND WESTERLY LINE OF SAID TRACT 18 THE FOLLOWING BEARINGS AND DISTANCES: RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°54'15" FOR A DISTANCE OF 599.57 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°51'24" WEST FOR A DISTANCE OF 71.70 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.00 FEET, WITH A CHORD BEARING OF NORTH 43°51'20" WEST, AND A CHORD DISTANCE OF 49.50 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'21" FOR A DISTANCE OF 54.98 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 01°08'44" EAST FOR A DISTANCE OF 962.95 FEET TO THE NORTHERLY LINE OF SAID TRACT 18 AND THE EASTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE EXTENSION, ACCORDING TO SAID SECURITY FIRST AT ORMOND CROSSINGS, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 810.00 FEET, WITH A CHORD BEARING OF NORTH 22°33'15" EAST, AND A CHORD DISTANCE OF 591.32 FEET; THENCE RUN ALONG SAID NORTHERLY LINE OF SAID TRACT 18 AND SAID EASTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE EXTENSION THE FOLLOWING BEARINGS AND DISTANCES: RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°49'00" FOR A DISTANCE OF 605.31 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 43°57'45" EAST FOR A DISTANCE OF 435.49 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF COMMERCE CROSSINGS BOULEVARD, ACCORDING TO SAID SECURITY FIRST AT ORMOND CROSSINGS, SAID POINT ALSO BEING A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF NORTH 87°04'41" EAST, AND A CHORD DISTANCE OF 102.52 FEET; THENCE RUN ALONG SAID NORTHERLY LINE OF SAID TRACT 18 AND SAID SOUTHWESTERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°13'49" FOR A DISTANCE OF 112.88 FEET TO A NON TANGENT

LINE; THENCE RUN SOUTH 49°49'06" EAST FOR A DISTANCE OF 96.21 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1160.00 FEET, WITH A CHORD BEARING OF SOUTH 33°07'59" EAST, AND A CHORD DISTANCE OF 665.65 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°20'49" FOR A DISTANCE OF 675.14 FEET TO A POINT OF TANGENCY; THENCE RUN ALONG SAID SOUTHWESTERLY RIGHT OF WAY OF COMMERCE CROSSINGS BOULEVARD, THE EASTERLY LINE OF TRACT A, OF SAID SECURITY FIRST AT ORMOND CROSSINGS AND THE EASTERLY OF SAID TRACT 18 THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 16°27'35" EAST FOR A DISTANCE OF 1334.42 FEET TO A NON TANGENT POINT OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 115.37 FEET, WITH A CHORD BEARING OF SOUTH 35°50'02" WEST, AND A CHORD DISTANCE OF 182.55 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 104°35'11" FOR A DISTANCE OF 210.59 FEET TO THE SOUTHERLY LINE OF SAID TRACT 18 AND A POINT OF COMPOUND CURVATURE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2040.00 FEET, WITH A CHORD BEARING OF NORTH 82°26'05" WEST, AND A CHORD DISTANCE OF 669.02 FEET; THENCE RUN NORTHWESTERLY ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°52'32" FOR A DISTANCE OF 672.06 FEET TO THE POINT OF BEGINNING.

CONTAINING IN TOTAL: 525.77 ACRES, MORE OR LESS.

EXHIBIT 3

ORMOND CROSSINGS EAST CDD

EXCLUDED PARCEL INFORMATION

Property Owner Name and Address:
Security First Insurance Co
1001 Broadway Ave
Ormond, Beach 32174

Parcel ID 313611000180

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTION 1, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING ALL OF TRACT 18 AND TRACT A, SECURITY FIRST AT ORMOND CROSSINGS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 61, PAGES 3 THROUGH 6, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE RUN NORTH 01°27'10" WEST, ALONG THE EAST LINE OF SAID SECTION 1, FOR A DISTANCE OF 1274.82 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HARMONY AVENUE, ACCORDING TO OFFICIAL RECORDS BOOK 530, PAGE 681, OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 46°49'10" WEST FOR A DISTANCE OF 1853.91 FEET; THENCE RUN SOUTH 88°11'17" WEST FOR A DISTANCE OF 1258.27 FEET; THENCE RUN SOUTH 87°44'07" WEST FOR A DISTANCE OF 1554.88 FEET TO THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 95, ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION SECTION 79002-2403; THENCE RUN NORTH 01°08'28" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 5201.45 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN SOUTH 88°51'32" EAST FOR A DISTANCE OF 778.98 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE POINT OF A NON TANGENT CURVE; CONCAVE SOUTHERLY HAVING A RADIUS OF 2160.00 FEET, WITH A CHORD BEARING OF NORTH 80°54'17" WEST, AND A CHORD DISTANCE OF 597.65 FEET; THENCE RUN ALONG THE SOUTHERLY AND WESTERLY LINE OF SAID TRACT 18 THE FOLLOWING BEARINGS AND DISTANCES: RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°54'15" FOR A DISTANCE OF 599.57 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°51'24" WEST FOR A DISTANCE OF 71.70 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.00 FEET, WITH A CHORD BEARING OF NORTH 43°51'20" WEST, AND A CHORD DISTANCE OF 49.50 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'21" FOR A DISTANCE OF 54.98 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 01°08'44" EAST FOR A DISTANCE OF 962.95 FEET TO THE NORTHERLY LINE OF SAID TRACT 18 AND THE EASTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE EXTENSION, ACCORDING TO SAID SECURITY FIRST AT

ORMOND CROSSINGS, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 810.00 FEET, WITH A CHORD BEARING OF NORTH 22°33'15" EAST, AND A CHORD DISTANCE OF 591.32 FEET; THENCE RUN ALONG SAID NORTHERLY LINE OF SAID TRACT 18 AND SAID EASTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE EXTENSION THE FOLLOWING BEARINGS AND DISTANCES: RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°49'00" FOR A DISTANCE OF 605.31 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 43°57'45" EAST FOR A DISTANCE OF 435.49 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF COMMERCE CROSSINGS BOULEVARD, ACCORDING TO SAID SECURITY FIRST AT ORMOND CROSSINGS, SAID POINT ALSO BEING A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF NORTH 87°04'41" EAST, AND A CHORD DISTANCE OF 102.52 FEET; THENCE RUN ALONG SAID NORTHERLY LINE OF SAID TRACT 18 AND SAID SOUTHWESTERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°13'49" FOR A DISTANCE OF 112.88 FEET TO A NON TANGENT LINE; THENCE RUN SOUTH 49°49'06" EAST FOR A DISTANCE OF 96.21 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1160.00 FEET, WITH A CHORD BEARING OF SOUTH 33°07'59" EAST, AND A CHORD DISTANCE OF 665.65 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°20'49" FOR A DISTANCE OF 675.14 FEET TO A POINT OF TANGENCY; THENCE RUN ALONG SAID SOUTHWESTERLY RIGHT OF WAY OF COMMERCE CROSSINGS BOULEVARD, THE EASTERLY LINE OF TRACT A, OF SAID SECURITY FIRST AT ORMOND CROSSINGS AND THE EASTERLY OF SAID TRACT 18 THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 16°27'35" EAST FOR A DISTANCE OF 1334.42 FEET TO A NON TANGENT POINT OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 115.37 FEET, WITH A CHORD BEARING OF SOUTH 35°50'02" WEST, AND A CHORD DISTANCE OF 182.55 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 104°35'11" FOR A DISTANCE OF 210.59 FEET TO THE SOUTHERLY LINE OF SAID TRACT 18 AND A POINT OF COMPOUND CURVATURE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2040.00 FEET, WITH A CHORD BEARING OF NORTH 82°26'05" WEST, AND A CHORD DISTANCE OF 669.02 FEET; THENCE RUN NORTHWESTERLY ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°52'32" FOR A DISTANCE OF 672.06 FEET TO THE POINT OF BEGINNING.

EXHIBIT 4

CONSENT AND JOINDER TO ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that Petitioner intends to submit a petition to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands which are intended to constitute all or a portion of the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of the community development district which will include the Property within the lands to be a part of the community development district and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the community development district.

The undersigned acknowledges that the consent will remain in full force and effect until the community development district is established or a written revocation is issued, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the community development district in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[*signatures on following page*]

Executed this 9th day of February, 2026.

WITNESSES:

Name: Therisa Kline

Name: Canaan LaPorche

ORMOND CROSSING WEST, LLC, a Florida limited liability company

Name: Bradford Kline
Title: Manager

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 9th day of February, 2026, by Bradford Kline, as Manager of Ormond Crossings West, LLC, who is ☐ personally known to me or ☑ produced FDL K450077542270 as identification.

DAVID SOLOMON
Notary Public - State of Florida
Commission # HH 566704
My Comm. Expires Jun 27, 2028
Bonded through National Notary Assn.

(Official Notary Signature & Seal)

Print Name: DAVID SOLOMON
Notary Public, State of Florida

Exhibit A: Property Description

Exhibit A

LEGAL DESCRIPTION: ORMOND CROSSINGS EAST CDD

A PARCEL OF LAND BEING A PORTION OF SECURITY FIRST AT ORMOND CROSSINGS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 61, PAGES 3 THROUGH 6, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LYING IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTION 1, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LESS AND EXCEPT

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTION 1, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING ALL OF TRACT 18 AND TRACT A, SECURITY FIRST AT ORMOND CROSSINGS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 61, PAGES 3 THROUGH 6, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING IN TOTAL: 525.77 ACRES, MORE OR LESS.

EXHIBIT 5

BEFORE THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA

IN RE: PETITION TO ESTABLISH THE ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT AND ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF RESIDENCY

STATE OF FLORIDA
COUNTY OF FLAGLER

I, Clinton F. Smith, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Clinton F. Smith and I am designated in the petition to be appointed to the initial Board of Supervisors for the Ormond Crossings East Community Development District.
3. My mailing address is 8 Cadillac Place, Palm Coast, Florida 32137.
4. I am a Florida resident.
5. I am a citizen of the United States.

Under penalties of perjury, I declare that I have read the foregoing and the above facts are true and correct to the best of my knowledge and belief.

Executed this 10th day of February, 2026.

Clinton F. Smith

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10 day of February, 2026, by Clinton F. Smith and [X] is personally known to me or [___] produced _____ as identification.

[SEAL]

CHRISTOPHER MICHAEL BRUCE
Notary Public - State of Florida
Commission # HH 300278
My Comm. Expires Oct 18, 2026
Bonded through National Notary Assn.

Notary Public, State of Florida

BEFORE THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA

IN RE: PETITION TO ESTABLISH THE ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT AND ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF RESIDENCY

STATE OF FLORIDA
COUNTY OF VOLUSIA

I, David Lusby, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is David Lusby and I am designated in the petition to be appointed to the initial Board of Supervisors for the Ormond Crossings East Community Development District.

3. My mailing address is 41 Spring Meadows Dr. Ormond Beach, FL 32174

4. I am a Florida resident.

5. I am a citizen of the United States.

Under penalties of perjury, I declare that I have read the foregoing and the above facts are true and correct to the best of my knowledge and belief.

Executed this 17th day of February, 2026.

David Lusby

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 17th day of February, 2026, by David Lusby and [X] is personally known to me or [___] produced N/A as identification.

[SEAL]

FRANK GANZ
MY COMMISSION # HH 582119
EXPIRES: December 11, 2028

Notary Public, State of Florida

BEFORE THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA

IN RE: PETITION TO ESTABLISH THE ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT AND ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF RESIDENCY

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, Bradford Kline, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Bradford Kline and I am designated in the petition to be appointed to the initial Board of Supervisors for the Ormond Crossings East Community Development District.

3. My mailing address is 8 Ocean Place, Highland Beach, FL 33487.

4. I am a Florida resident.

5. I am a citizen of the United States.

Under penalties of perjury, I declare that I have read the foregoing and the above facts are true and correct to the best of my knowledge and belief.

Executed this 9th day of FEBRUARY, 2026.

Bradford Kline

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 9th day of February, 2026, by Bradford Kline and [ ] is personally known to me or [✓] produced FDL K450077542270 as identification.

[SEAL]

DAVID SOLOMON
Notary Public - State of Florida
Commission # HH 566704
My Comm. Expires Jun 27, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida

BEFORE THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA

IN RE: PETITION TO ESTABLISH THE ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT AND ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF RESIDENCY

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, Theresa Kline, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Theresa Kline and I am designated in the petition to be appointed to the initial Board of Supervisors for the Ormond Crossings East Community Development District.

3. My mailing address is 8 Ocean Place Highland Beach, FL 33487.

4. I am a Florida resident.

5. I am a citizen of the United States.

Under penalties of perjury, I declare that I have read the foregoing and the above facts are true and correct to the best of my knowledge and belief.

Executed this 9 day of February, 2026.

Theresa Kline

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 9th day of February, 2026, by Teresa Kline and [ ] is personally known to me or [✓] produced FDL K450 813 65 [illegible]290 as identification.

[SEAL]

DAVID SOLOMON
Notary Public - State of Florida
Commission # HH 566704
My Comm. Expires Jun 27, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida

BEFORE THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA

IN RE: PETITION TO ESTABLISH THE ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT AND ORMOND CROSSINGS CENTRAL COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF RESIDENCY

STATE OF FLORIDA
COUNTY OF Palm Beach

I, Bradford Kline II, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Bradford Kline II and I am designated in the petition to be appointed to the initial Board of Supervisors for the Ormond Crossings East Community Development District.
3. My mailing address is 8 Ocean Place, Highland Beach, FL 33487.
4. I am a Florida resident.
5. I am a citizen of the United States.

Under penalties of perjury, I declare that I have read the foregoing and the above facts are true and correct to the best of my knowledge and belief.

Executed this 17th day of February, 2026.

Bradford Kline II

STATE OF FLORIDA
COUNTY OF Palm Beach

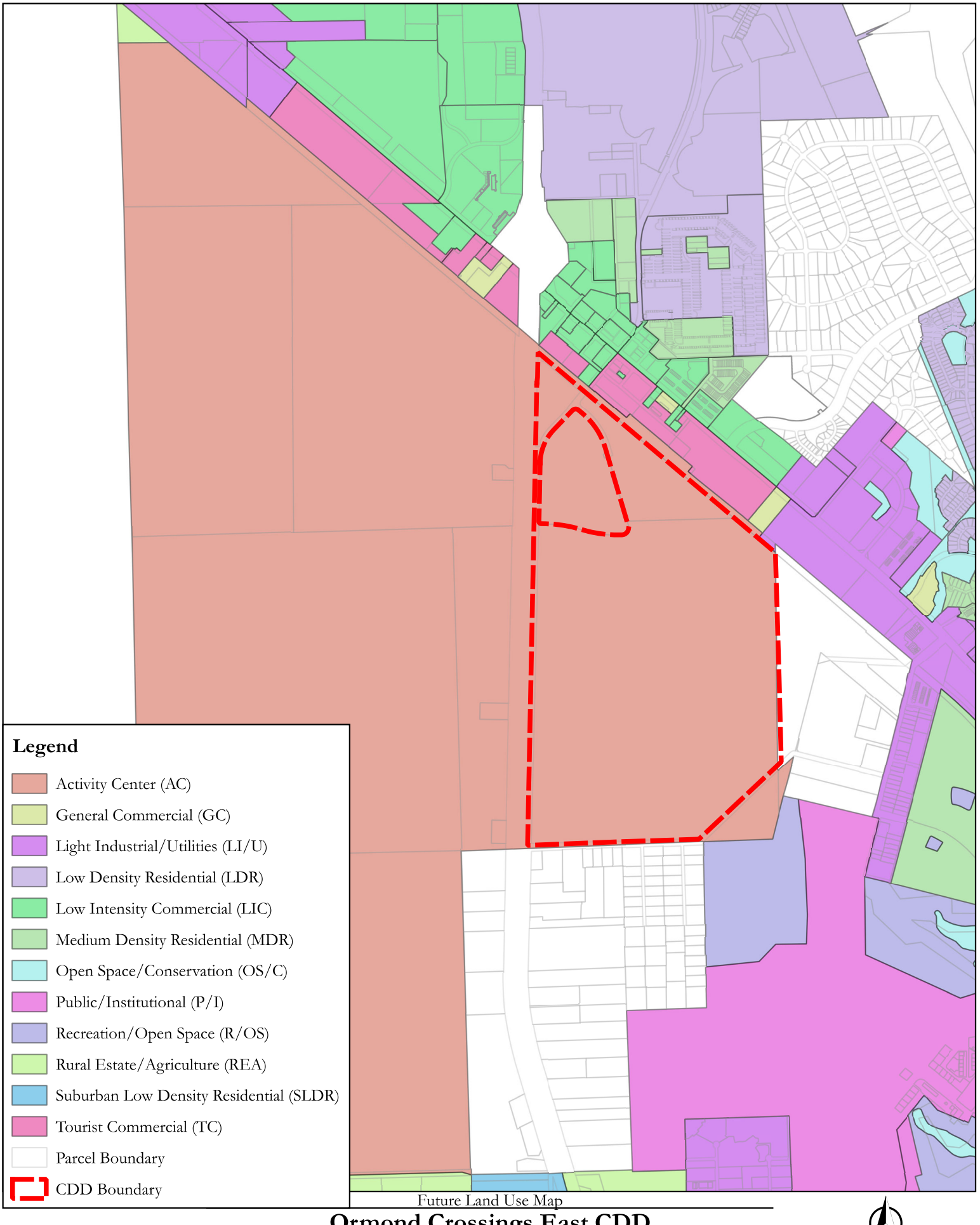
The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 17th day of February, 2026, by Bradford Kline II and [___] is personally known to me or [X] produced Fl Identification Card. as identification.

[SEAL]

CAROLINE MARTINEZ
Notary Public - State of Florida
Commission # HH 748882
My Comm. Expires Dec 11, 2029

Caroline M.
Notary Public, State of Florida

EXHIBIT 6



Future Land Use Map

Ormond Crossings East CDD

0 2,000

SCALE IN FEET

P&B Job No.: 23-091
12/18/2025

5200 Belfort Road, Suite 250
Jacksonville, FL 32256 | 407.487.2594

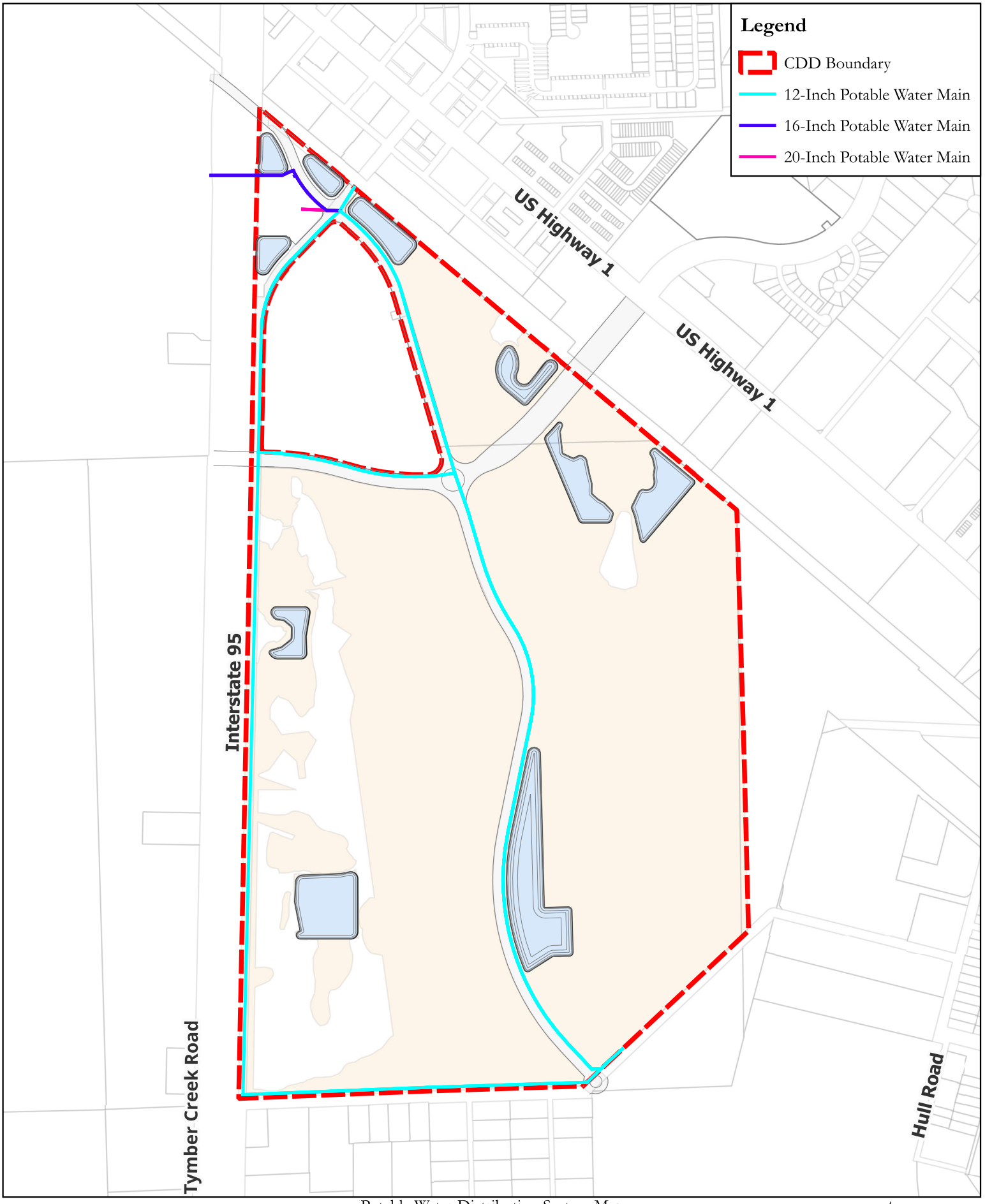
PAPE–DAWSON

Florida Engineering Firm #39101
Florida Surveying Firm #B8694

Exhibit 03

Z:\2023\23-091 Ormond Crossing\23-091C BSK FL Investments LLC\GIS\23-091C BSK FL Investment LLC_CDD Exhibits.qgz

EXHIBIT 7



Potable Water Distribution System Map

Ormond Crossings East CDD

0 1,000

SCALE IN FEET

P&B Job No.: 23-091
01/22/2026

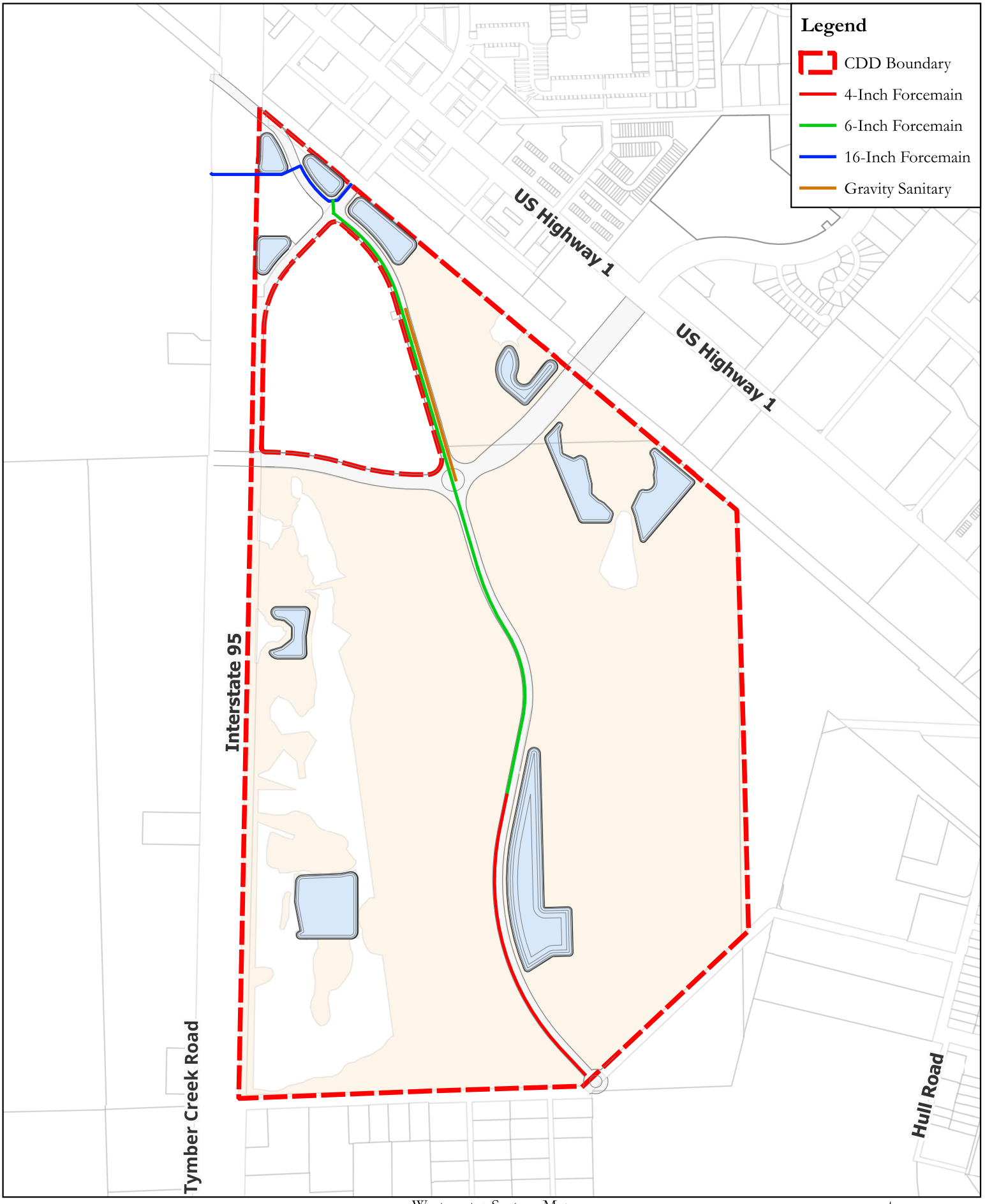
5200 Belfort Road, Suite 250
Jacksonville, FL 32256 | 407.487.2594

PAPE–DAWSON

Florida Engineering Firm #39101
Florida Surveying Firm #B8694

Exhibit 04A

Z:\2023\23-091 Ormond Crossing\23-091C BSK FL Investments LLC\GIS\23-091C BSK FL Investment LLC_CDD Exhibits.qgz



Wastewater System Map

Ormond Crossings East CDD

0 1,000

SCALE IN FEET

P&B Job No.: 23-091
01/22/2026

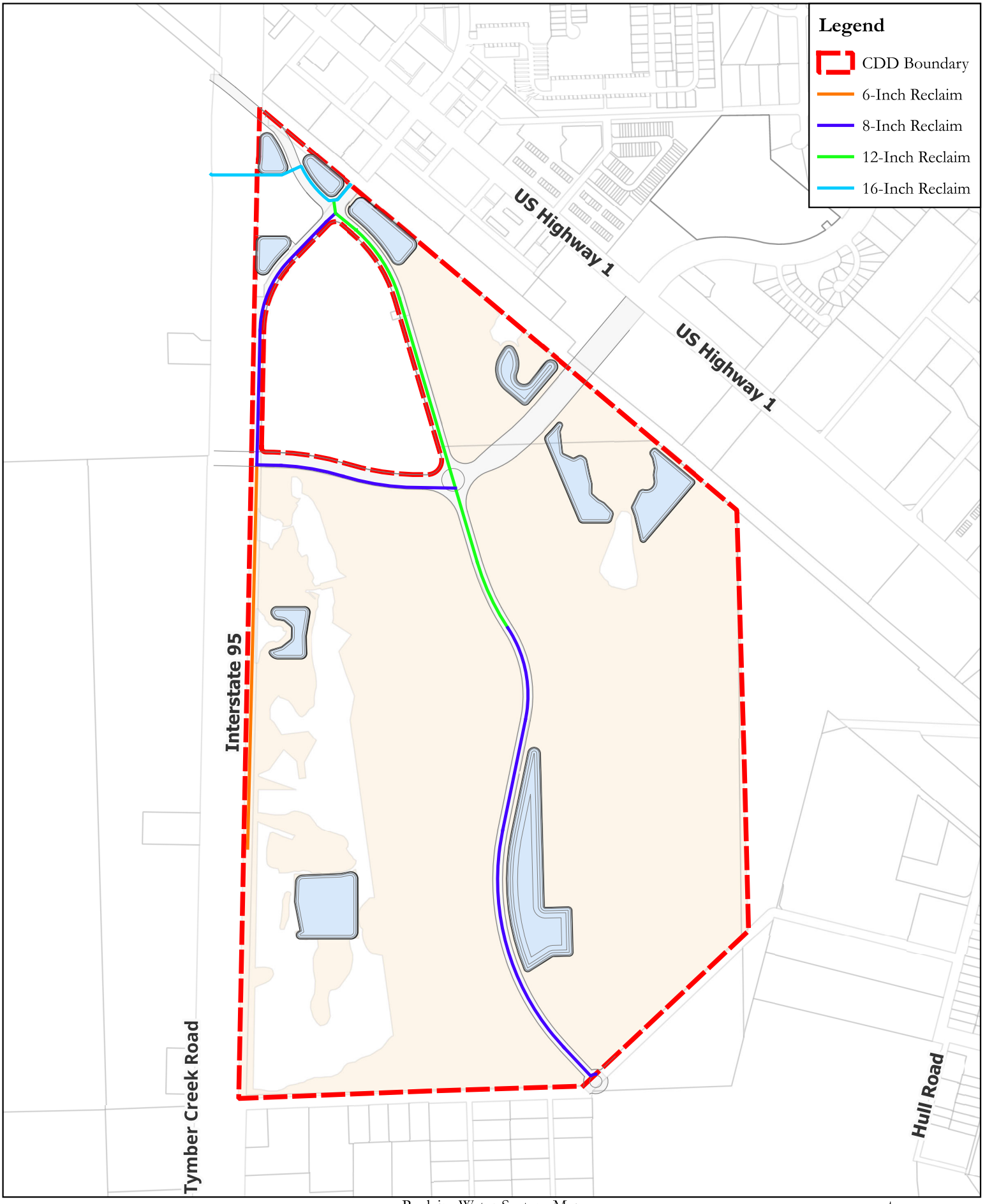
5200 Belfort Road, Suite 250
Jacksonville, FL 32256 | 407.487.2594

PAPE–DAWSON

Florida Engineering Firm #39101
Florida Surveying Firm #B8694

Exhibit 04B

Z:\2023\23-091 Ormond Crossing\23-091C BSK FL Investments LLC\GIS\23-091C BSK FL Investment LLC_CDD Exhibits.qgz



Reclaim Water System Map

Ormond Crossings East CDD

0 1,000

SCALE IN FEET

P&B Job No.: 23-091
01/22/2026

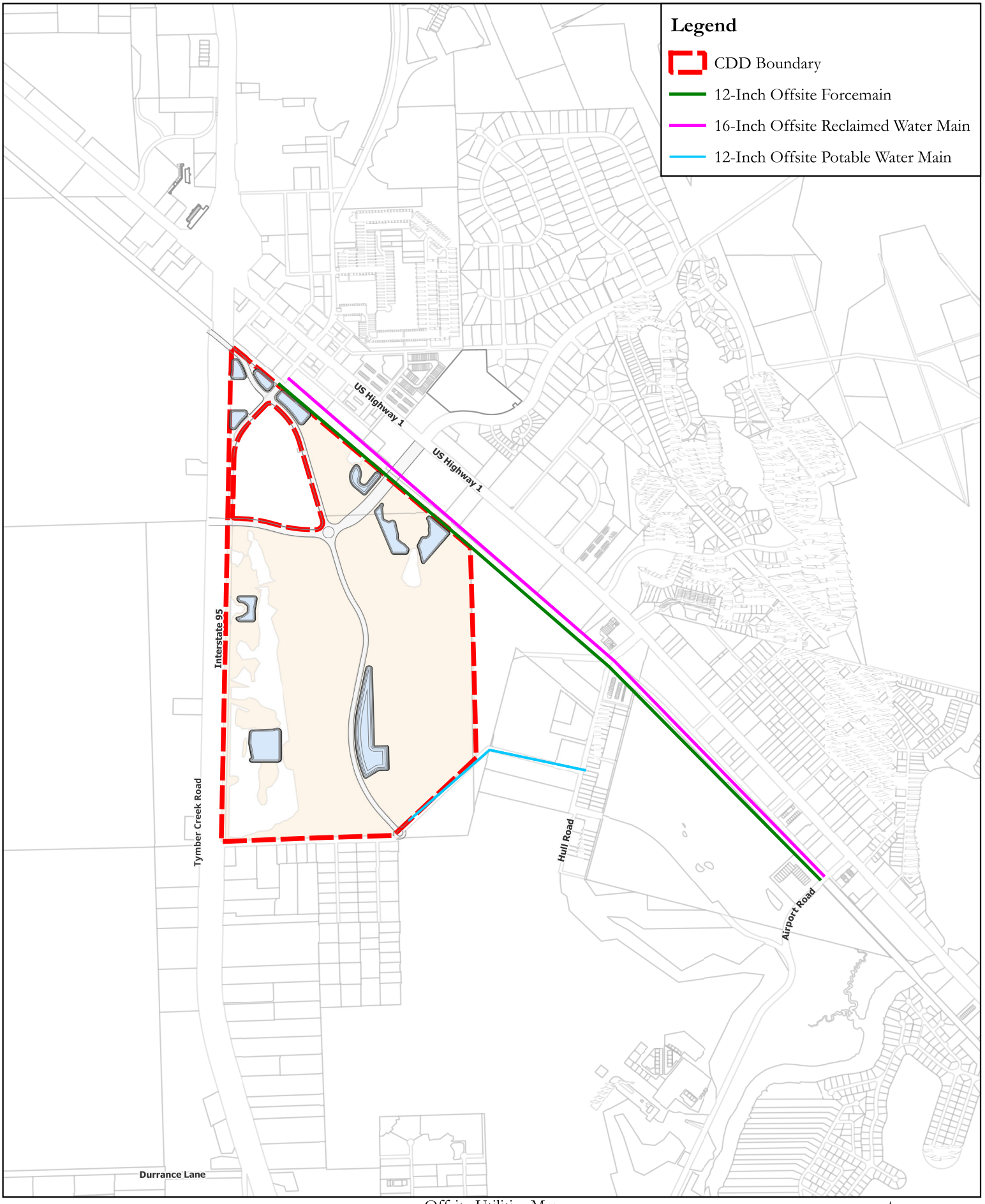
5200 Belfort Road, Suite 250
Jacksonville, FL 32256 | 407.487.2594

PAPE–DAWSON

Florida Engineering Firm #39101
Florida Surveying Firm #B8694

Exhibit 04C

Z:\2023\23-091 Ormond Crossing\23-091C BSK FL Investments LLC\GIS\23-091C BSK FL Investment LLC_CDD Exhibits.qgz



Offsite Utilities Map

Ormond Crossings East CDD

0 2,000

SCALE IN FEET

P&B Job No.: 23-091
01/26/2026

5200 Belfort Road, Suite 250
Jacksonville, FL 32256 | 407.487.2594

PAPE–DAWSON

Florida Engineering Firm #39101
Florida Surveying Firm #B8694

Exhibit 04D

Z:\2023\23-091 Ormond Crossing\23-091C BSK FL Investments LLC\GIS\23-091C BSK FL Investment LLC_CDD Exhibits.qgz

EXHIBIT 8

Ormond Crossings East CDD – Proposed Facilities

Infrastructure Ownership & Maintenance

Improvement Category	Ownership	Operation & Maintenance
Potable Water Distribution System	City	City
Reclaimed Water Distribution System	City	City
Wastewater System	City	City
Offsite Utilities (Water, Reclaimed, & Wastewater)	City	City
Stormwater Management System & Earthwork	CDD	CDD
Roadways Improvements* & Sidewalk	City/County	City/County
Underground Electrical Conduit	FPL	FPL
US-1 Turn Lane Improvements & Signalization	FDOT	FDOT
FEC Railroad Flyover/Bridge	City	City
1 MG Storage Tank & Pump Station	City	City
Public Spaces/Landscape/Hardscape	CDD	CDD
Environmental/Mitigation	CDD	CDD

*The installation and maintenance of landscaping in the medians and the rights-of-way will be provided by the CDD.

EXHIBIT 9

Ormond Crossings East CDD

Estimated Cost and Timeline

Improvement	Total
Potable Water Distribution System	$5,050,000.00
Reclaimed Water Distribution System	$3,050,000.00
Wastewater System	$1,400,000.00
Offsite Utilities (Water, Reclaim & Wastewater)	$4,060,00.00
Stormwater Management System & Earthwork	$18,050,000.00
Roadways Improvements & Sidewalk	$7,200,000.000
Incremental Cost of Undergrounding of Electric Conduit	$500,000.00
US-1 Turn Lane Improvements & Signalization	$600,000.00
FEC Railroad Flyover/Bridge	$7,500,000.00
1 MG Storage Tank & Pump Station	$5,000,000
Environmental/Mitigation	$750,000.00
Public Spaces/Landscape/Hardscape	$250,000.00
Soft Cost & Fees	$2,670,500.00
Subtotal	$56,080,500.00
Contingency (10%)	$5,608,050.00
Total	**$61,688,550.00**

EXHIBIT 10

Ormond Crossings East
Community Development District

Statement
of
Estimated Regulatory Costs

February 18, 2026

Provided by

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Ormond Crossings East Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 525.77 +/- acres of land located within the City of Ormond Beach, Volusia County, Florida (the "City") and is projected to be comprised of business/flex space, industrial, office, public/institutional, storage, and warehouses, which will make up the Ormond Crossings East development ("Project"). The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing the District establishment) as follows:

> "*That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant* (emphasis added)."

1.2 Overview of the Ormond Crossings East Community Development District

The District is designed to provide public infrastructure, services, and facilities, along with operation and maintenance of the same, to a master planned commercial development currently anticipated to contain business/flex space, industrial, office, public/institutional, storage, and warehouses. Tables 1 and 2 under Section 5.0 detail the improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Ormond Crossings East.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:
1. Is likely to have an adverse impact on economic growth, private sector job creation or employment,

or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (The City of Ormond Beach, according to Census 2020, has a population of 43,080; therefore, it is not defined as a small city for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned commercial development. The development of the approximately 525.77 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of business/flex space, industrial, office, public/institutional, storage, and warehouses, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job

growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will ensure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State by virtue that the District will be one of many already existing similar districts within the State. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the enhanced service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, amenity operation and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five-year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will

be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of CDD debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District nor can the District debt be a debt of the City or the State.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) The City of Ormond Beach and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. The City of Ormond Beach, Florida

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through the District or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 525.77 +/- acre master planned commercial development currently anticipated to contain business/flex space, industrial, office,

public/institutional, storage, and warehouses, although the development plan can change. It is a reasonable assessment that fewer than an estimated 100 parties within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of The City of Ormond Beach. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

City of Ormond Beach, Florida

The proposed land for the District is located within The City of Ormond Beach, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the City, because of the establishment of the District, are also very small. The

District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for governmental entities.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. A CDD is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government, including the City. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately $61,688,550.00. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Potable Water Distribution System	CDD	City	City
Reclaimed Water Distribution System	CDD	City	City
Wastewater System	CDD	City	City
Offsite Utilities (Water, Reclaimed, & Wastewater)	CDD	City	City
Stormwater Management System & Earthwork	CDD	CDD	CDD
Roadways Improvements & Sidewalk	CDD	City/ County	City/ County
Incremental Cost of Undergrounding of Electric Conduit	CDD	FPL	FPL
US-1 Turn Lane Improvements & Signalization	CDD	FDOT	FDOT
FEC Railroad Flyover/Bridge	CDD	City	City
1 MG Storage Tank & Pump Station	CDD	City	City
Environmental/Mitigation	CDD	CDD	CDD
Public Spaces/Landscape/Hardscape	CDD	CDD	CDD

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, the City or its dependent districts, or city management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

Table 2

ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT
Estimated Costs of Construction

CATEGORY	COST
Potable Water Distribution System	$5,050,000.00
Reclaimed Water Distribution System	$3,050,000.00
Wastewater System	$1,400,000.00
Offsite Utilities (Water, Reclaimed, & Wastewater)	$4,060,000.00
Stormwater Management System & Earthwork	$18,050,000.00
Roadways Improvements & Sidewalk	$7,200,000.00
Incremental Cost of Undergrounding of Electric Conduit	$500,000.00
US-1 Turn Lane Improvements & Signalization	$600,000.00
FEC Railroad Flyover/Bridge	$7,500,000.00
1 MG Storage Tank & Pump Station	$5,000,000.00
Environmental/Mitigation	$750,000.00
Public Spaces/Landscape/Hardscape	$250,000.00
Soft Costs & Fees	$2,670,500.00
Contingency (10%)	$5,608,050.00
Total	**$61,688,550.00**

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as counties, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers.

Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide CDD landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

The City of Ormond Beach has a population of 43,080 according to the Census 2020 conducted by the United States Census Bureau and is therefore defined as a "small" city according to Section 120.52, F.S. It can be reasonably expected that the establishment of community development district for the Ormond Crossings East development will not produce any marginal effects that would be different from those that would have occurred if the Ormond Crossings East development was developed without a community development district established by the City.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Ormond Crossings East Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Ormond Crossings East development. First, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting

from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Ormond Crossings East development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other city responsibilities. By contrast, if the City were to establish and administer a dependent special district, then the residents and landowners of the Ormond Crossings East development would take their grievances and desires to the City Commission meetings.

Third, any debt of an independent CDD is strictly that CDD's responsibility. While it may be technically true that the debt of a city-established, dependent special district is not strictly the City 's responsibility, any financial problems that a dependent special district may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low-cost financing from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the City's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Ormond Crossings East Community Development District.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the City after financing

EXHIBIT 11

Prepared by and return to:
Frank A. (Alex) Ford, Jr.
Attorney at Law
Landis Graham French, P.A.
145 E. Rich Avenue Suite C
DeLand, FL 32724
386-734-3451
File Number: **73236-010**

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this **5th** day of **December, 2023** between **Tomoka Holdings, LLC, a Florida limited liability company,** whose post office address is P. O. Box 457, DeLand, FL 32721, grantor, and **Ormond Crossing West, LLC, a Florida limited liability company,** whose post office address is **8 Ocean Place, Highland Beach, FL 33487**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's successors and assigns forever, the following described land, situate, lying and being in **Volusia County**, **Florida**, to-wit:

SEE EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

[Signatures on following page]

Signed, sealed and delivered in our presence:

Tomoka Holdings, LLC

By: _____
Frank A. Ford, Manager

Witness Name: Sammie Liggett Dowling
Witness Address: 145 E. Rich Avenue, Suite C, DeLand, FL, 32724

Witness Name: Carolyn Imbriolo
Witness Address: 145 E. Rich Ave., Suite C, DeLand, FL, 32724

By: _____
Elizabeth F. Williams, Manager

Witness Name: Sammie Liggett Dowling
Witness Address: 145 E. Rich Avenue, Suite C, DeLand, FL, 32724

Witness Name: Carolyn Imbriolo
Witness Address: 145 E. Rich Avenue, Suite C, DeLand, FL, 32724

(Corporate Seal)

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 5th day of December, 2023 by Frank A. Ford, and Elizabeth F. Williams, Managers of Tomoka Holdings, LLC, a Florida limited liability company, on behalf of the company. They [X] are personally known to me or [_] have produced a driver's license as identification.

[Notary Seal]

SAMMIE L. DOWLING
MY COMMISSION # HH 396256
EXPIRES: May 18, 2027

_____
Notary Public

Printed Name: Sammie L. Dowling

My Commission Expires: 5-18-27

EXHIBIT "A"

PARCEL 1:

A PARCEL OF LAND LYING IN SECTIONS 26, 35 AND 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTIONS 1, 2 AND 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE RUN NORTH 01°20'26" WEST ALONG THE WEST LINE OF SAID SECTION 11 FOR A DISTANCE OF 100.00 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF DURRANCE LANE, ACCORDING TO OFFICIAL RECORDS BOOK 6920, PAGE 2744 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°20'26" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 4203.02 FEET TO THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6345, PAGE 4708 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WEST LINE RUN ALONG SAID EASTERLY LINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 56°44'53" EAST FOR A DISTANCE OF 102.37 FEET; THENCE RUN NORTH 25°15'04" WEST FOR A DISTANCE OF 214.40 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE DEPARTING SAID EASTERLY LINE RUN NORTH 01°20'26" WEST ALONG SAID WEST LINE AND THE WEST LINE OF SAID SECTION 2 FOR A DISTANCE OF 6072.36 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE RUN NORTH 01°23'28" WEST ALONG THE WEST LINE OF SAID SECTION 35 FOR A DISTANCE OF 5462.16 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE RUN NORTH 02°04'24" WEST ALONG THE WEST LINE OF SAID SECTION 26 FOR A DISTANCE OF 2657.36 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 26; THENCE RUN NORTH 89°28'21" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 26 FOR A DISTANCE OF 877.85 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE RUN ALONG SAID SOUTHWESTERLY RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 49°43'49" EAST FOR A DISTANCE OF 6470.06 FEET; THENCE RUN SOUTH 49°50'25" EAST FOR A DISTANCE OF 932.19 FEET TO THE WESTERLY RIGHT OF WAY LINE OF TYMBER CREEK ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 699, PAGE 440 AND OFFICIAL RECORDS BOOK 530, PAGE 681 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 40°10'23" WEST FOR A DISTANCE OF 10.19 FEET; THENCE RUN SOUTH 49°49'37" EAST FOR A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 88°50'11" WEST FOR A DISTANCE OF 67.30 FEET; THENCE RUN SOUTH 00°55'22" WEST FOR A DISTANCE OF 275.37 FEET; THENCE RUN SOUTH 04°35'56" EAST FOR A DISTANCE OF 100.50 FEET; THENCE RUN SOUTH 01°06'42" WEST FOR A DISTANCE OF 400.82 FEET; THENCE RUN SOUTH 07°25'09" EAST FOR A DISTANCE OF 101.12 FEET; THENCE RUN SOUTH 01°06'42" WEST FOR A DISTANCE OF 799.18 FEET; THENCE RUN SOUTH 04°35'56" EAST FOR A DISTANCE OF 100.50 FEET; THENCE RUN SOUTH 01°08'34" WEST FOR A DISTANCE OF 404.77 FEET TO THE NORTHEAST CORNER OF FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE PARCEL NUMBER 102 PART C: WATER RETENTION AREA, ACCORDING TO OFFICIAL RECORDS BOOK 4927, PAGE 2220 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN ALONG THE NORTHERLY LINE OF SAID PARCEL NUMBER 102 PART C THE FOLLOWING BEARINGS AND DISTANCES: NORTH 88°51'17" WEST FOR A DISTANCE OF 90.37 FEET; THENCE RUN NORTH 48°53'44" WEST FOR A DISTANCE OF 84.50 FEET; THENCE RUN NORTH 88°51'17" WEST FOR A DISTANCE OF 271.49 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 01°33'19" EAST ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 250.61 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE RUN SOUTH 88°51'17" EAST ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 414.83 FEET TO THE SOUTHEAST CORNER THEREOF AND THE WESTERLY RIGHT OF WAY LINE OF SAID TYMBER CREEK ROAD; THENCE RUN SOUTH 01°08'34" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE

FOR A DISTANCE OF 3665.93 FEET TO THE NORTHEAST CORNER OF FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE PARCEL NUMBER 102 PART B: WATER RETENTION AREA, ACCORDING TO OFFICIAL RECORDS BOOK 4927, PAGE 2220 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 88°51'26" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL NUMBER 102 PART B FOR A DISTANCE OF 458.20 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 01°08'34" WEST ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 259.19 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE RUN SOUTH 88°51'26" EAST ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 458.20 FEET TO THE SOUTHEAST CORNER THEREOF AND THE WESTERLY RIGHT OF WAY LINE OF SAID TYMBER CREEK ROAD; THENCE RUN SOUTH 01°08'34" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1664.42 FEET TO THE NORTHEAST CORNER OF FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE PARCEL NUMBER 102 PART A: WATER RETENTION AREA, ACCORDING TO OFFICIAL RECORDS BOOK 4927, PAGE 2220 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 88°51'26" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 102 PART A FOR A DISTANCE OF 230.06 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 01°08'34" WEST ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 367.45 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE RUN SOUTH 88°51'26" EAST ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 230.06 FEET TO THE SOUTHEAST CORNER THEREOF AND THE WESTERLY RIGHT OF WAY LINE OF SAID TYMBER CREEK ROAD; THENCE RUN SOUTH 01°08'34" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 98.73 FEET TO THE SOUTH LINE OF SAID SECTION 1; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN SOUTH 87°44'51" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 719.52 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 01°42'07" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 2663.63 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 01°43'08" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 FOR A DISTANCE OF 2562.50 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID DURRANCE LANE; THENCE RUN ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 88°27'31" WEST FOR A DISTANCE OF 2662.94 FEET; THENCE RUN SOUTH 88°29'20" WEST FOR A DISTANCE OF 2660.95 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THENCE RETURNING TO THE WEST 1/4 CORNER OF SAID SECTION 26 FOR A POINT OF REFERENCE; THENCE N89°27'29"E FOR A DISTANCE OF 877.84 FEET TO THE SOUTHWESTERLY FEC RAILROAD R/W LINE; THENCE ALONG SAID RAILROAD R/W LINE S49°44'55"E FOR A DISTANCE OF 1520.47 FEET; THENCE DEPARTING SAID LINE N40°15'05"E FOR A DISTANCE OF 100.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FEC RAILROAD RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING #2 OF THIS DESCRIPTION; THENCE DEPARTING SAID RAILROAD RIGHT-OF-WAY N00°20'04"E FOR A DISTANCE OF 836.51 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1; THENCE ALONG SAID RIGHT-OF-WAY LINE S49°53'06"E FOR A DISTANCE OF 3192.98 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S40°00'43"W FOR A DISTANCE OF 649.82 FEET TO THE NORTHEASTERLY FEC RAILROAD RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE N49°44'06"W FOR A DISTANCE OF 2658.92 FEET TO THE AFOREMENTIONED POINT OF BEGINNING #2 OF THIS DESCRIPTION.

PARCEL 3:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND GOVERNMENT SECTION 1, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT SECTION 1, TOWNSHIP 14

SOUTH, RANGE 31 EAST, BEING THE POINT OF REFERENCE OF THIS DESCRIPTION; THENCE N01°27'41"W FOR A DISTANCE OF 1275.31 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S46°52'07"W FOR A DISTANCE OF 1856.69 FEET; THENCE S88°09'47"W FOR A DISTANCE OF 1257.91 FEET; THENCE S87°43'43"W FOR A DISTANCE OF 1488.77 FEET TO THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF PINELAND TRAIL, A VARIABLE WIDTH RIGHT-OF-WAY; THENCE ALONG SAID R/W LINE THE FOLLOWING COURSES; THENCE N01°08'43"E FOR A DISTANCE OF 7579.63 FEET; THENCE N06°51'22"E FOR A DISTANCE OF 100.50 FEET; THENCE N01°08'43"E FOR A DISTANCE OF 272.58 FEET TO THE SOUTHWESTERLY FEC RAILROAD R/W; THENCE DEPARTING SAID R/W ALONG SAID RAILROAD R/W THE FOLLOWING COURSES; THENCE S49°50'43"E FOR A DISTANCE OF 916.69 FEET; THENCE N39°53'32"E FOR A DISTANCE OF 66.72 FEET; THENCE S49°51'31"E FOR A DISTANCE OF 3232.18 FEET; THENCE S49°55'22"E FOR A DISTANCE OF 809.22 FEET; THENCE DEPARTING SAID RAILROAD R/W S01°43'28"E FOR A DISTANCE OF 2062.26 FEET; THENCE S01°28.20"E FOR A DISTANCE OF 1376.21 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

LESS AND EXCEPT ALL THAT PORTION LYING WITHIN SECURITY FIRST AT ORMOND CROSSINGS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGES 3 THROUGH 6, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°15'33"W ALONG THE SOUTHERLY LINE OF SAID SECTION 36 FOR A DISTANCE OF 397.85 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S88°15'33"W FOR A DISTANCE OF 96.25 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 100-FOOT RAILROAD RIGHT-OF-WAY); THENCE DEPARTING SAID SOUTHERLY SECTION LINE N49°55'31"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1125.65 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE N40°11'59"E FOR A DISTANCE OF 101.24 FEET; THENCE N49°51'31"W FOR A DISTANCE OF 578.74 FEET; THENCE N40°09'32"E FOR A DISTANCE OF 554.74 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (A 160-FOOT RIGHT-OF-WAY); AND THIS POINT BEING HEREAFTER KNOWN AS POINT "A" FOR CONVENIENCE; THENCE S49°50'28"E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1777.34 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE S40°17'36"W FOR A DISTANCE OF 589.88 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL 5:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, RETURN TO POINT "A"; THENCE N49°50'28"W FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S40°09'32"W FOR A DISTANCE OF 142.38 FEET ; THENCE N49°50'28"W FOR A DISTANCE OF 100.00 FEET; THENCE N40°09'32"E FOR A DISTANCE OF 142.38 FEET TO THE U.S. 1 RIGHT-OF-WAY; THENCE S49°50'28"E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

TOGETHER WITH THE FOLLOWING EASEMENT INTERESTS:

EASEMENT INTEREST "A": AERIAL EASEMENT FOR ORMOND CROSSINGS "A" AS SET FORTH UNDER AERIAL CROSSING EASEMENT AGREEMENT RECORDED IN O.R. BOOK 6955, PAGE 2993, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED THEREIN AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY AND SOUTHWEST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) SAID PARCEL LYING WITHIN AND BEING A PORTION OF GOVERNMENT SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE S88°15'33"W ALONG THE SOUTHERLY LINE OF SAID SECTION 36 FOR A DISTANCE OF 494.20 FEET TO A POINT OF INTERSECTION OF SAID SOUTHERLY SECTION LINE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE N49°51'31"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 839.45 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE S40°06'11"W FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE N49°51'31"W ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 250.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE N40°06'11"E FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE S49°51'31"E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 250.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

EASEMENT INTEREST "B": AERIAL EASEMENT FOR ORMOND CROSSINGS "B" AS SET FORTH UNDER AERIAL CROSSING EASEMENT AGREEMENT RECORDED IN O.R. BOOK 6955, PAGE 3007, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED THEREIN AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY AND SOUTHWEST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) SAID PARCEL LYING WITHIN AND BEING A PORTION OF GOVERNMENT SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE S89°52'11"W ALONG THE SOUTHERLY LINE OF SAID SECTION 26 FOR A DISTANCE OF 1252.97 FEET TO A POINT OF INTERSECTION OF SAID SOUTHERLY SECTION LINE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE N49°44'06"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 550.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE S40°15'54"W FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE N49°44'06"W ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 250.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE N40°15'54"E FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE S49°44'06"E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 250.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT 12

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jonathan T. Johnson of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32301, to act as agent for Ormond Crossing East, LLC with regard to all matters regarding the petition to establish a community development district to the City Commission of the City of Ormond Beach, Florida, pursuant to Chapter 190, Florida Statutes. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

WITNESSES:

Name: Theresa Kline

Name: Canaan LaParche

ORMOND CROSSING EAST, LLC, a Florida limited liability company

Name: Bradford Kline
Title: MGN MBR.

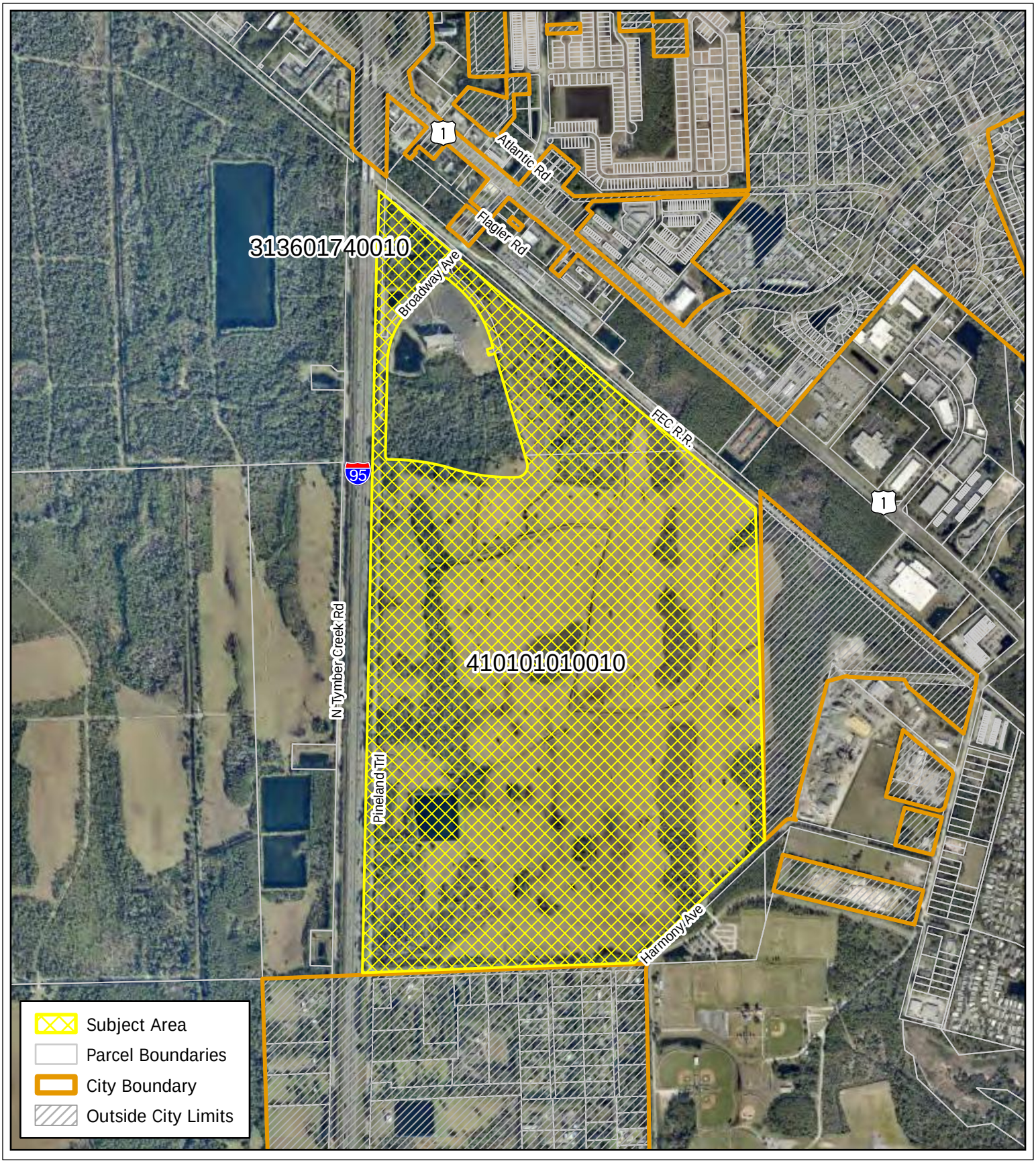
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 9th day of February, 2026, by BRADFORD KLINE, as MANAGER of Ormond Crossing East, LLC, who is ☐ personally known to me or ☑ produced FLDL K450077542270 as identification.

DAVID SOLOMON
Notary Public - State of Florida
Commission # HH 566704
My Comm. Expires Jun 27, 2028
Bonded through National Notary Assn.

(Official Notary Signature & Seal)

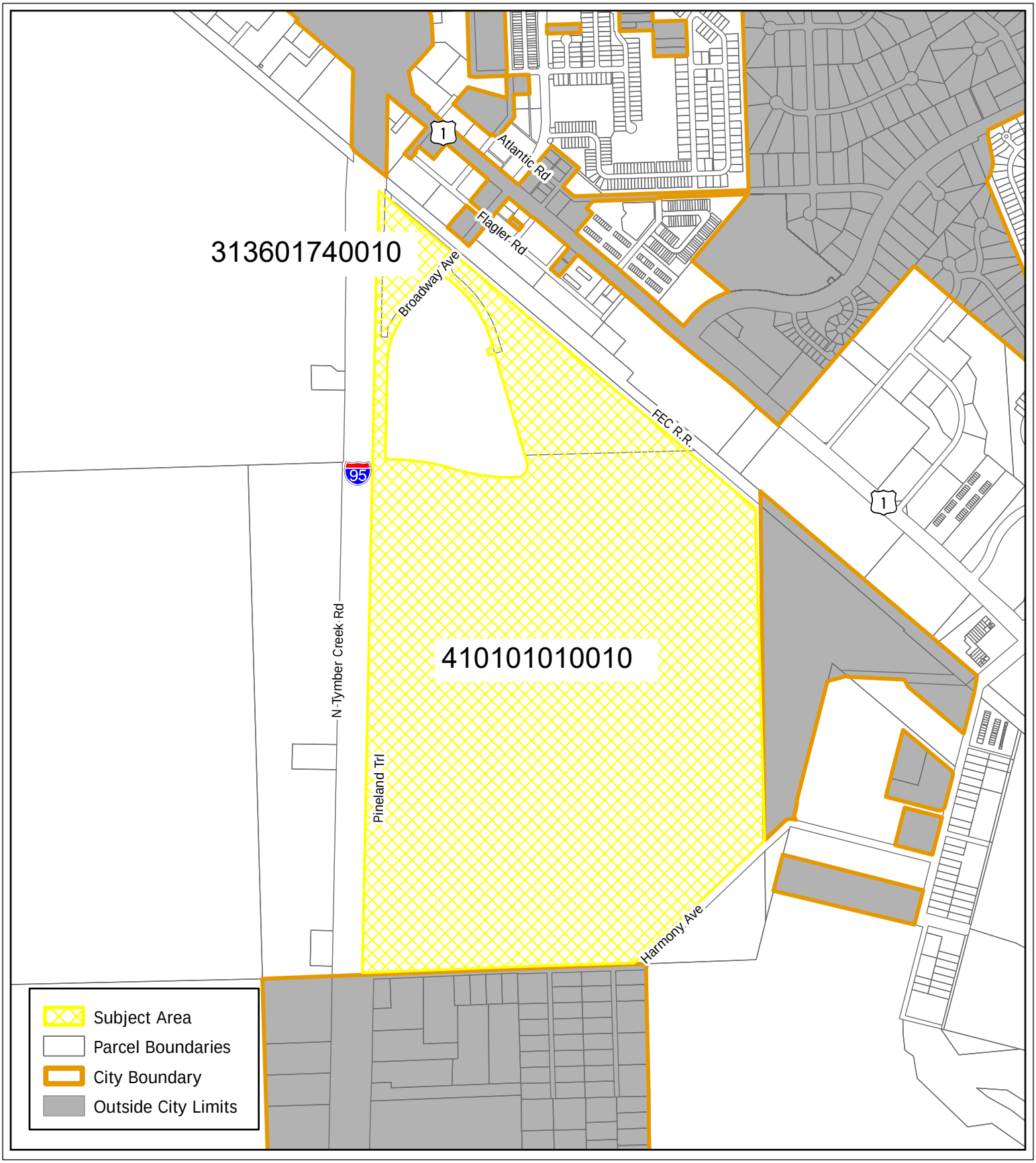
Print Name: DAVID SOLOMON
Notary Public, State of Florida



AERIAL MAP
Ormond Crossings East Community Development District
(PIDs: 313601740010 & 410101010010)

Prepared By: The City of Ormond Beach
GIS Department - March 10, 2026

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LOCATION MAP
Ormond Crossings East Community Development District
(PIDs: 313601740010 & 410101010010)

Prepared By: The City of Ormond Beach
GIS Department - March 10, 2026

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CDD Establishment
City of Ormond Beach, Florida

CDD Basics

KUTAKROCK

kutakrock.com

What is a Community Development District?

- Local unit of special purpose government
- Established under the Uniform Community Development Act of 1980 (Chapter 190, F.S.)
- Provides a mechanism to finance, construct and maintain high quality improvements and amenities
- Separate from, and NOT an arm of, the County or City



What is a Community Development District?

- CDDs can provide basic infrastructure for new development
  - Less Expensive Infrastructure - Infrastructure is less expensive because CDDs provide access to tax exempt financing
  - Non-Recourse - The CDD debt is secured by assessments that are liens on the land (i.e., non-recourse debt) The City has no responsibility for this debt.
  - Spreads Costs Over Time - Spread infrastructure costs over time, as opposed to building all costs into home up front
  - Wide Variety of Projects
- Liability protection

What Can a Community Development District Do?

- **Pursuant to Section 190.012(1), a CDD can finance, construct and acquire the following improvements:**
  - Water management and control structures
  - Water supply, sewer, and wastewater management, reclamation, and reuse
  - Bridges or culverts
  - Roadways; streetlights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines
  - Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage
  - Environmental investigation and remediation costs
  - Conservation areas, mitigation areas, and wildlife habitat
  - Any other project within or without the boundaries of a district pursuant to a development order or interlocal agreement
  - Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district

What a Community Development District Can Not Do

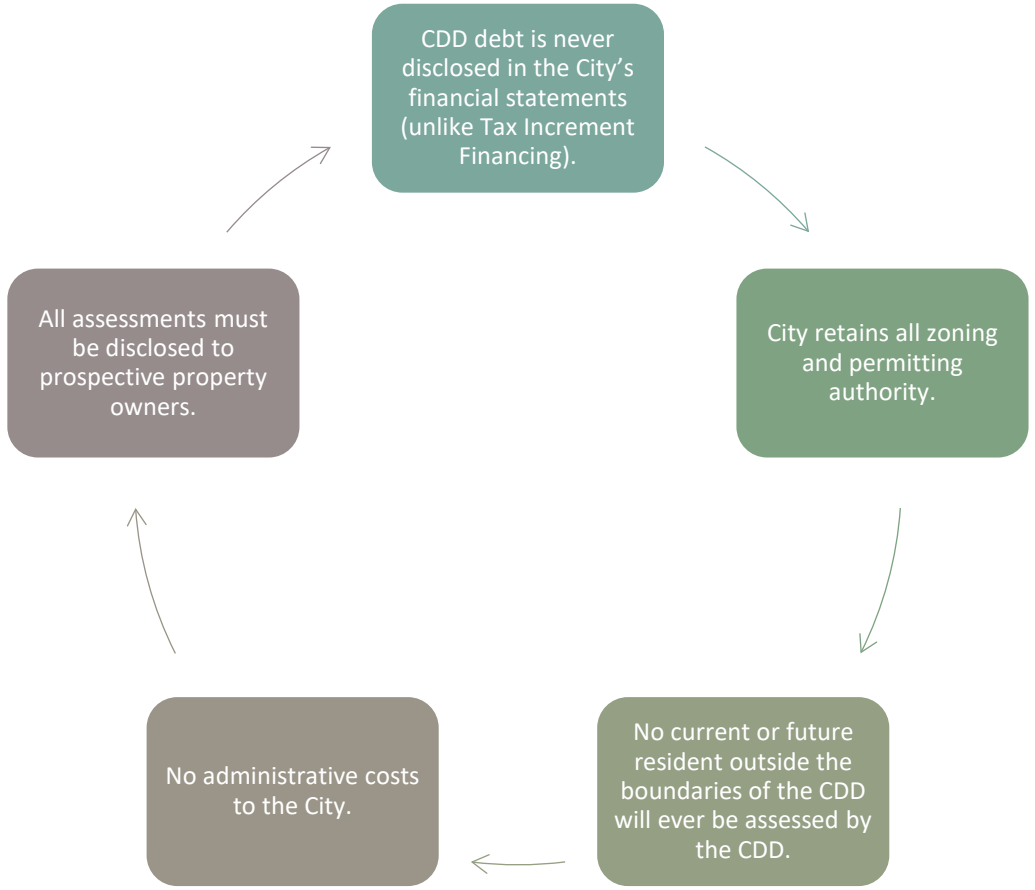
- CDD bonds cannot become the debt of the City; bondholder remedies are solely against the pledged property.
- A CDD cannot take any action which is inconsistent with the comprehensive plans, ordinances and regulations of the City.
- A CDD does not have the power to adopt its own comprehensive plan, building code or land development code – it is not a zoning authority.
- All of the CDD's powers must comply with all applicable City laws, rules, regulations, and policies governing planning and permitting of the development.

Benefits for Property Owners

- Cheaper Financing
- Allows homebuyers to purchase housing in communities with higher levels of amenities such as open space, trails, parks and lower impact developments
- Infrastructure Costs Spread Over Time
- Stable Revenue Stream – the assessments are paid along with property taxes
- Relatively Early Turnover to Residents
- Increased Accountability
- Enhanced Level of Service - Makes community more attractive and usable – allows property owners to ultimately determine their own level of service
- Excellent Long-Term Maintenance Entity - CDDs are long term maintenance entities, which provide for stable, long term property values

Benefits and protections for the City

- Allows new infrastructure to be built without the use of City funds or bonding capacity.
- No financial burden on residents outside of the CDD.
- Assures project is funded because bond proceeds are provided up front and deposited into a trust account.
- More stable maintenance entity to ensure continuation of project after the developer is gone.



KUTAKROCK

What are the CDD's Reporting Requirements?

- Must follow all applicable procedural and reporting rules required of municipal governments under Florida Statutes including:
  - Elections
  - Bidding and awarding of contracts
  - Advertising of meetings and holding meetings in the "Sunshine"
  - Preparation and distribution of minutes to appropriate governmental agencies
  - Maintenance of official records
  - Reporting and filing of financial information
  - Must establish and administer internal accounting controls
  - Must disclose to potential landowners the existence of the CDD and the special assessments levied by the CDD for both debt service and operation and maintenance

Land Secured Financing Districts Are Economic Development

Florida's Top Ranked Communities by Homes Sold (2023)

Ranking	Community	# of Homes Sold Per Year	District Type
1	Villages	3029	Multiple CDDs
2	Lakewood Ranch	2257	CDDs/Stewardship District
3	Babcock Ranch	958	Stewardship District
5	Wellen Park	887	Improvement District
6	Ave Maria	652	Stewardship District

Source: RCLO Real Estate Advisors 2024 Report



Quick Stats

- 990 CDDs in Florida (as of June 1, 2024)
- First CDD established in 1982
- Most commonly established by cities and counties

Volusia County CDDs

Community Development District:	Establishment:
Cresswind DeLand Community Development District	City of Deland
Daytona West Community Development District	City of Daytona Beach
Indigo Community Development District	City of Daytona Beach
Kepler Road Community Development District	City of Deland
Lakewood Park Community Development District	City of Deland
One Daytona Community Development District	City of Daytona Beach
Pioneer Community Development District	City of Port Orange
Rivington Community Development District	City of DeBary
Sungate Community Development District	City of Daytona Beach
SWI Community Development District	City of Port Orange
Tomoka North Community Development District	City of Daytona Beach
Walkers Green Community Development District	City of Daytona Beach
Waypointe Community Development District	City of Daytona Beach

Source: Florida Department of Commerce

Summary

- CDDs help ensure that growth pays for itself
- Takes burden off local government and residents outside of the CDD
- Excellent long term maintenance entity as compared to HOAs
- Provides governmental accountability
  (open meetings, public records, etc.)

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

ORDINANCE NO. 2026-07

AN ORDINANCE GRANTING THE PETITION OF ORMOND CROSSING EAST, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; CREATING AND ESTABLISHING THE ORMOND CROSSINGS EAST COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is an application submitted by Kutak Rock, LLP, on behalf of Ormond Crossing East, LLC for a petition to establish the Ormond Crossings East Community Development District (District or CDD) in accordance with Chapter 190, Florida Statutes. The proposed District comprises approximately 525.77 acres, generally located north of Harmony Avenue, southwest of U.S. Highway 1, and east of Interstate 95. The Ormond Crossings East Community Development District shall exclude the property owned by Security First Insurance Company (Volusia County Parcel ID 3136-11-00-0180). The applicant has proposed to establish the District to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities which may be authorized by such District under Florida law, including but not limited to water distribution system, reclaimed water system, sanitary sewer system, utilities (water, wastewater & reuse systems), stormwater management system, roadway improvements, earthwork, public space/hardscape/landscape, environmental/mitigation, offsite improvements and other infrastructure.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

    a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

        None. This Community Development District does not impact any existing businesses and would be an obligation of property owners who buy into the district.

    b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

        The Community Development District would be established in accordance with Florida Statutes.

    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.

        The Community Development District would be established in accordance with Florida Statutes.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

    None. This Community Development District does not impact any existing businesses and would be an obligation of property owners who buy into the district.

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.)

The item was advertised by newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	May 5, 2026	**Item No**	9.A.
Section	FIRST READING OF ORDINANCES	**Category**	First Reading of Ordinances
Subject	Amendment to Code of Ordinances 15-92 and 15-99 Regarding the Sale and Consumption of Alcoholic Beverages		
Recommended Action	It is recommended that the City Commission approve the amendment to the *Code of Ordinances* Sections 15-92, and 15-99 to allow for the sale and consumption of commercially packaged ready-to-drink premixed alcoholic beverages when authorized by an agreement or special event permit.		
Strategic Goal	Governance - Other		
Department Staff Contact	City Attorney Ann-Margret Emery, Deputy City Attorney		

Summary

This is a request for the City Commission to amend Sections 15-92 and 15-99 of the *Code of Ordinances.* Currently, alcoholic beverages that include beer, wine and champagne may be served on city property in conjunction with permitted special events or by agreement as long as all required code conditions are met. This amendment would include the addition of commercially packaged ready-to-drink premixed alcoholic beverages.

Financial Impact

There is no budget impact.

Citizen Impact

There is no citizen impact.

Attachments

1. 26-08 Alcohol bev amend 15-92 15-99 (P26-0042G)
2. Business Impact Estimate

ORDINANCE NO. 2026-08

AN ORDINANCE AMENDING SECTION 15-92, DEFINITIONS, AND SECTION 15-99, DISPLAY, PROMOTION OR SALE OF ALCOHOLIC BEVERAGES, OF ARTICLE III, SPECIAL USES OF CITY PROPERTY, OF CHAPTER 15, PARKS AND RECREATION, OF THE *CODE OF ORDINANCES* OF THE CITY OF ORMOND BEACH, TO ALLOW FOR THE SALE AND CONSUMPTION OF COMMERCIALLY PACKAGED LOW PROOF ALCOHOLIC BEVERAGES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 15-92, Definitions, of Article III, Special Uses of City Property, of Chapter 15, Parks and Recreation, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 15-92. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agreement …No change to existing text…

Alcoholic beverage means and shall be limited to, where authorized by a special event permit issued under this article, beer, wine, ~~and~~ champagne or other commercially packaged distilled, mixed or fermented products which contain less than six (6) percent alcohol by volume. No other alcoholic beverage, liquor or spirit shall be allowed, unless allowed pursuant to a written agreement approved by the City Commission. Where applicable, an alcoholic beverage license shall be required as a condition of a special event permit.

City property - Special event …. No change to existing text…

SECTION TWO. Section 15-99, Display, promotion or sale of alcoholic beverages, of Article III, Special Uses of City Property, of Chapter 15, Parks and Recreation, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 15-99. Display, promotion or sale of alcoholic beverages.

(a) …no change to existing text…

(b) Where the display, promotion or sale of alcoholic beverages is authorized, the following conditions must be met:

(1) Beer, wine, ~~and~~ champagne or other commercially packaged ready-to-drink premixed alcoholic beverages only shall be allowed; no other alcoholic beverage, liquor or spirit shall be allowed, unless allowed pursuant to a written agreement approved by the City Commission.

(2) If applicable, the appropriate alcoholic beverage license must be obtained from the state, and associated activities must at all times comply with all laws and regulations.

(3) If applicable, proof of liability insurance, including alcohol liability coverage, consistent with the city's minimum liability insurance requirements.

(4) The sale of alcoholic beverages shall not exceed 12 hours in duration during any day, unless otherwise specifically authorized by an agreement or special event permit.

(c) and (d) … No change to existing text

SECTION THREE All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FIVE. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 5th day of May, 2026.

PASSED UPON at the second and final reading of the City Commission, this 19th day of May, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title: 2026-08

AN ORDINANCE AMENDING SECTION 15-92, DEFINITIONS, AND SECTION 15-99, DISPLAY, PROMOTION OR SALE OF ALCOHOLIC BEVERAGES, OF ARTICLE III, SPECIAL USES OF CITY PROPERTY, OF CHAPTER 15, PARKS AND RECREATION, OF THE *CODE OF ORDINANCES* OF THE CITY OF ORMOND BEACH, TO ALLOW FOR THE SALE AND CONSUMPTION OF COMMERCIALLY PACKAGED READY-TO-DRINK PREMIXED ALCOHOLIC BEVERAGES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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- ☐ 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 allow for the consumption of commercially packaged ready-to-drink premixed alcoholic beverages where authorized by an agreement or special event permit.

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.)

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	May 5, 2026	**Item No**	10.A.
Section	DISCUSSION AND DIRECTION ITEMS	**Category**	Discussion Item
Subject	Yoon Way Street Name Change		
Recommended Action	This discussion item is presented to obtain direction from the City Commission regarding the renaming of Yoon Way. Any selected street name would need to be verified through Volusia County Mapping and Addressing.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	City Manager Shawn Finley, Assistant City Manager		

Summary

At the April 21, 2026, City Commission meeting, the City Commission provided direction to consider alternative street names for Yoon Way at the request of the owner of property at 1180 West Granada Boulevard. The purpose of this discussion item is to seek an acceptable alternative street name.

On November 3, 1999, the Commission authorized Resolution 1999-40, a Special Exception, for a 13,289 square foot building and associated site improvements at 165 Sagebrush Trail for a project known as Vanguard South 40. During the public hearing for this item, residents expressed concern about the development's traffic impacting residential areas. A concept of connecting the project to the Florida Department of Transportation’s (FDOT) unimproved Haul Road was considered but not made a requirement of the project’s approval. After the project's approval, the project developer worked with FDOT and the City to address those concerns by creating roadway access from Granada Boulevard. On May 16, 2000, with Resolution 2000-79, Ormond Beach accepted a quitclaim deed from the FDOT for an undeveloped 0.19-acre right-of-way known as “Haul Road.” As Vanguard South 40 progressed, the project constructed Haul Road to City street standards, and it became known as Yoon Way.

Section 17-8 of the Code of Ordinances regulates changes to street names and requires an ordinance. A new street name is required to be accepted by Volusia County Mapping and Addressing to ensure that the proposed street name is either not in use or planned within Volusia

County. The following list contains potential street names, and other names may be proposed as part of this process:

- Forty Winds Way
- Gladiolus Way
- Corner Square Way

Financial Impact

Other than the replacement of street name signs at each end of the existing Yoon Way, this project has no financial impact on residents.

Citizen Impact

Well-marked and identifiable streets are essential for citizens and visitors to the community to orient themselves and for emergency vehicles to respond.

Attachments