City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

June 9, 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. Erin Kealy

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

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - May 19, 2026

7. COMMUNITY REDEVELOPMENT AGENCY

A. Additional Work - Cassen Park (See Item 8A)

RESOLUTION NO. 2026-70: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM COLEMAN GOODEMOTE CONSTRUCTION CO., INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE CASSEN PARK REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

B. Additional Work - CRA Downtown Medians Landscape Renovation (See item 8B)

RESOLUTION NO. 2026-71: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA AUTHORIZING THE EXECUTION OF ADDITIONAL WORK NO. 1 TO THAT WORK AUTHORIZATION AWARDED TO A.M. WEIGEL CONSTRUCTION, INC. REGARDING CONSTRUCTION MANAGEMENT SERVICES FOR THE DOWNTOWN MEDIANS LANDSCAPE RENOVATION PROJECT BY INCREASING THE CONTRACT PRICE BY $3,873.10; AND SETTING FORTH AN EFFECTIVE DATE.

8. CONSENT AGENDA

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

A. Additional Work - Cassen Park

RESOLUTION NO. 2026-70: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM COLEMAN GOODEMOTE CONSTRUCTION CO., INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE CASSEN PARK REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

B. Additional Work - CRA Downtown Medians Landscape Renovation

RESOLUTION NO. 2026-71: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA AUTHORIZING THE EXECUTION OF ADDITIONAL WORK NO. 1 TO THAT WORK AUTHORIZATION AWARDED TO A.M. WEIGEL CONSTRUCTION, INC. REGARDING CONSTRUCTION MANAGEMENT SERVICES FOR THE DOWNTOWN MEDIANS LANDSCAPE RENOVATION PROJECT BY INCREASING THE CONTRACT PRICE BY $3,873.10; AND SETTING FORTH AN EFFECTIVE DATE.

C. Historic Land Preservation Board Member Appointment

RESOLUTION NO. 2026-72: A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE HISTORIC LANDMARK PRESERVATION BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

D. Grant Application - Firehouse Subs Public Safety Foundation

RESOLUTION NO. 2026-73: A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN ON-LINE GRANT APPLICATION IN THE AMOUNT OF $39,933.00 TO THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION; 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. Grant Application - Volusia County ECHO Grant Program 2026

RESOLUTION NO. 2026-74: A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE COUNTY OF VOLUSIA UNDER THE ECHO GRANTS-IN-AID PROGRAM FOR FUNDING ASSISTANCE REGARDING THE FIELD IMPROVEMENTS AT THE ORMOND BEACH SPORTS COMPLEX FOR THE SOFTBALL QUAD; 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.

F. FAA Airports Improvement Program (AIP) - Ormond Beach Municipal Airport Airfield Remarking and Rejuvenation

RESOLUTION NO. 2026-75: A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY AND THE FEDERAL AVIATION ADMINISTRATION REGARDING FUNDING FOR THE AIRPORT AIRFIELD REJUVENATION AND REMARKING PROJECT AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

G. FDOT Grant Agreements - Ormond Beach Municipal Airport Airfield Remarking and Rejuvenation

RESOLUTION NO. 2026-76: A RESOLUTION AUTHORIZING THE EXECUTION OF TWO PUBLIC TRANSPORTATION GRANT AGREEMENTS BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING FUNDING FOR THE AIRPORT AIRFIELD REJUVENATION AND REMARKING PROJECT AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARDS; AND SETTING FORTH AN EFFECTIVE DATE.

H. Bid Award - Construction Services, Ormond Beach Municipal Airport Airfield Rejuvenation and Remarking

RESOLUTION NO. 2026-77: A RESOLUTION ACCEPTING A BID FROM HI-LITE AIRFIELD SERVICES, LLC FOR CONSTRUCTION SERVICES REGARDING THE AIRPORT AIRFIELD REJUVENATION AND REMARKING PROJECT, UNDER BID NO. 2025-44; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

I. RFP Award - Employee Benefits Broker of Record

RESOLUTION NO. 2026-78: A RESOLUTION ACCEPTING THE PROPOSAL OF FOUNDATION RISK PARTNERS CORP. D/B/A FOUNDATION RISK PARTNERS PUBLIC ENTITY SERVICES REGARDING EMPLOYEE BENEFITS BROKER OF RECORD SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

J. Work Authorization - Facility Master Plan

RESOLUTION NO. 2026-79: A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING A FACILITY CONDITION ASSESSMENT AND FACILITY

MASTER PLAN; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

K. Work Authorization - HDR Engineering Inc., Development of the 2036 Multi-Modal Plan

RESOLUTION NO. 2026-80: A RESOLUTION ACCEPTING A PROPOSAL FROM HDR ENGINEERING, INC. FOR ENGINEERING CONSULTANT SERVICES REGARDING A 2036 MULTI-MODAL PLAN; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

L. Additional Work - Andy Romano Beachfront Park Seawall and ADA Ramp Reconstruction

RESOLUTION NO. 2026-81: A RESOLUTION AUTHORIZING THE EXECUTION OF ADDITIONAL WORK NO. 1 TO THAT CONTRACT AWARDED TO CONSTRUCT CO., INC. REGARDING THE ANDY ROMANO BEACHFRONT PARK SEAWALL RECONSTRUCTION PROJECT, BY INCREASING THE CONTRACT PRICE BY $101,947.04; AND SETTING FORTH AN EFFECTIVE DATE.

M. Contract Renewal - Council on Aging

RESOLUTION NO. 2026-82: A RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL OF LEASE AND USE AGREEMENT BETWEEN THE CITY AND COUNCIL ON AGING OF VOLUSIA COUNTY, INC. FOR THE MANAGEMENT AND OPERATION OF THE ORMOND BEACH SENIOR CENTER; AND SETTING FORTH AN EFFECTIVE DATE.

N. 95 South Saint Andrews Drive, Partial Easement Release

RESOLUTION NO. 2026-83: A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF LESLIE E. JANTZEN, A PORTION OF A FIFTEEN-FOOT (15.0') DRAINGE AND UTILITY EASEMENT LOCATED ALONG THE REAR PROPERTY LINE OF LOT 102, TOMOKA OAKS UNIT 7A (95 SOUTH SAINT ANDREWS DRIVE); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

O. Consent to Easement - United States Department of the Army Corps of Engineers, Halifax River Utility Crossing

RESOLUTION NO. 2026-84: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSENT TO EASEMENT AGREEMENT BETWEEN THE CITY AND THE UNITED STATES OF AMERICA DEPARTMENT OF THE ARMY FOR THE HALIFAX RIVER UTILITY CROSSING PROJECT; AND SETTING FORTH AN EFFECTIVE DATE.

P. **Disposition Item:** Gulf War Sculpture, Downtown Public Art

Q. **Disposition Item:** Intent To Bid — 2026 Sidewalk Repair And Replacement

R. **Disposition Item:** RFP - Debris Removal, Reduction And Recovery

S. **Disposition Item:** Sports Complex Athletic Turf Remediation

9. PUBLIC HEARINGS

A. Small Scale Comprehensive Plan Amendment, 651 South Ridgewood Avenue (Second Reading)

ORDINANCE NO. 2026-09: AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.39± ACRES LOCATED AT 651 SOUTH RIDGEWOOD AVENUE, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4242-20-32-0100 FROM VOLUSIA COUNTY "URBAN MEDIUM INTENSITY" (UMI) TO ORMOND BEACH "LOW DENSITY RESIDENTIAL" (LDR); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

10. SECOND READING OF ORDINANCES

A. Administrative Amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers (Second Reading)

ORDINANCE NO. 2026-10: AN ORDINANCE AMENDING SECTION 22-86, REGULATIONS, OF DIVISION 2, HARMFUL OR INDUSTRIAL WASTES, OF ARTICLE II, SEWERS, OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, TO INCLUDE THE PROHIBITION OF ANY HAZARDOUS WASTE PHARMACEUTICALS WITHIN THE SEWER SYSTEM; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

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

For special accommodations, please notify the City Clerk's Office at least 72 hours in advance.
Phone: 386-610-0400

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

In accordance with the Americans with Disabilities Act (ADA), persons with a disability, such as a vision, hearing or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting may contact the City Clerk's Office in writing, or may call 386-610-0400 for information regarding available aids and services.

City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

May 19, 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 Managers Claire Whitley and Shawn Finley, and City Clerk Susan Dauderis.

2. INVOCATION

Reverend Jeff Beebe, Ormond Beach Presbyterian Church, provided the invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Leslie led the Pledge of Allegiance.

4. PRESENTATIONS AND PROCLAMATIONS

A. National Police Week

Police Chief Jesse Godfrey discussed the Police Unity Tour many members of the Ormond Beach Police Department participated in, thanking the Commission and staff for their support.

Mayor Leslie presented a proclamation to the members of the Ormond Beach Police Department celebrating National Police Week.

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

Ms. Jennifer Bright, PO Box 62, stated she was a candidate for Zone 2 City Commissioner. She thanked the Commission for providing an update on Andy Romano Beachfront Park. She expressed many concerns regarding the Makai Beach Resort, requesting the Commission direct staff to address the issues and provide inspection records, current ownership contact information, and any contact records from city staff with the property owner.

Mayor Leslie requested an update regarding the Makai property; whereby, Mr. Shawn

Finley, Assistant City Manager, reviewed the staff visits to the property, costs for fencing, potential safety items, and the lien process to recover any funds spent. He stated staff understood the safety concerns and were actively looking to secure the property.

Ms. Debbie Kruck-Forrester, 15 Brockwood Drive, discussed Ormond Strong and invited the Commission to events hosted by Ormond Strong and thanked the community for their support.

Mr. Randy Smith, 12 Misty Falls Drive, discussed the negativity surrounding the Falls community and reviewed the positive aspects and support he and his wife experienced since moving there.

Ms. Sherry Wiggins, 4179 Marsh Road, DeLand, 32724, expressed dissatisfaction with the management of the Falls community, providing examples of issues she and her family experienced while her mother and father lived there, specifically during her mother's final hours. She stated she emailed the Commissioners and questioned if it was received.

Ms. Megan Baldridge, 1291 Scottsdale Drive, stated she was speaking on behalf of a resident in fear of retaliation if they spoke. She shared the concerns with the management of the Falls community and voiced support for Ms. Coleen McMahon. She discussed the lot rent increases and number of residences for sale within the neighborhood.

Mr. David Wiggins, 4179 Marsh Road, DeLand, 32724, discussed his professional history and voiced concerns regarding the Falls security and his family's final hours with his mother-in-law.

Mr. Phil Carney, 60 Horse Shoe Falls Drive, reviewed his history with the Falls community. He discussed issues he encountered with Mr. Wiggins while volunteering for security at the Falls. He voiced support for the new owners and management of the community.

Mr. Michael Blackard, 2 Ribbon Falls, thanked the Commission and voiced his support. He questioned a school safety zone near the David C. Hinson School, noting concerns for children’s safety. He invited the Commission to the Falls Hot Dog Monday event to understand the community.

Ms. Lyn Coleman, 31 Falls Way, highlighted the Falls community when she moved there roughly nine years ago. She reviewed her concerns regarding the new owners and management, including lot rent prices, taxes and insurance on the land, and lack of contract with the new owners. She noted the upkeep the residents of the community did, noting it previously was management's job. She stated it was the Commission's duty to find out what was going on with the owners. She clarified she was unsure if the Commission could help, but urged them to step in and assist if possible.

Mr. Jim Bliss, 1 Glen Falls Drive, reviewed the negativity online and within the community, highlighting the positive support the community provided his family.

Mr. Alan Burton, 915 Ocean Shore Boulevard, disclosed he was running for Zone 1 City Commissioner. He urged the Commission to consider utilizing atmospheric water

generation and highlighted the clean energy process, costs, and amount produced.

Ms. Amy Bishop, 108 Horseshoe Falls, voiced disappointment with the Commission's reaction to the audience remarks during the May 5, 2026, City Commission meeting regarding Ms. McMahon. She explained those who spoke were just one side of the Falls community, noting many were too afraid of retaliation from Falls management if they spoke publicly. She explained many were trying to leave the community but had issues selling their homes.

Mr. Al Stewart, 125 Hidden Hills Drive, encouraged the Commission to visit the community and see how many vacant homes there were. He stated he hoped Commissioner Tolland and Ms. Joyce Shanahan, City Manager, apologize to Ms. McMahon for speaking against her advocacy and urged Commissioner Briley to get involved and see both sides of the community.

Mayor Leslie encouraged the audience to maintain order.

Ms. Amber Bobak, 397 Collins Street, stated she filed to run for Zone 4 City Commissioner, indicating her love of the city. She noted the need for community involvement and working together.

Ms. Brenda Blackard, 2 Ribbon Falls Drive, reviewed the lot rent prices, electric bills, gas prices, water bills, and other costs compared to four years ago.

Ms. Jean Caffieri, 16 Falls Way Drive, discussed the lot rent increases, highlighting the positive community impact from neighbors.

Mr. Garrett O'Brien, no address provided, stated he did not live within the Falls but sold homes within the community for the last six years. He stated he heard bad things when people were selling, noting he heard great things about those who lived there and being nice neighbors. He stated the concerns mainly were regarding costs and encouraged the happy residents to hear the unhappy residents and figure out what was going on. He noted many homes were not selling due to age and costs. He explained the owners of the Falls property would sell homes they had at a lower cost with a lower lot rent price. He suggested the practice be looked into.

Mr. Arthur Armstrong, 77 Emerald Oaks, stated there were problems at the Falls, noting there were problems within most neighborhoods. He stated the city did nothing to assist the Falls, urging Commissioner Briley to visit the Falls and meet with the owners and management. He requested an update from Mr. Randy Hayes, City Attorney, to help direct the residents. He encouraged the Commission to direct staff to help the residents. He stated he was ashamed of Ms. Shanahan's lack of support for those speaking against the Falls.

Mayor Leslie stated he understood emotions were high and explained staff was there to help. He clarified the city had no authority to change the lot rent or assist with some of the issues presented.

Mr. Hayes stated there were civil issues and alleged criminal issues presented by the residents. He explained the Police Department may be able to assist with the criminal issues if there was evidence of the issues and a private attorney could assist with the

civil issues. He stated he could look into a potential mediation process program if the residents were willing. He clarified the City Commission and staff were limited in what they could do to assist.

Ms. Shanahan stated the Florida Department of Business and Professional Regulation had jurisdiction over the regulation of timeshares, condominiums, and mobile homes and could assist in resolving disputes and assist in understanding the related laws. She provided a contact phone number for the Falls residents.

Mayor Leslie stated everyone's voice mattered, noting the Commission was hearing what was being said. He encouraged civil discussion and order within the Commission Chambers, noting the Commission's set policies and procedures would be followed.

Ms. Joanna Powell, 332 Garden Street, Daytona Beach, 32114, stated her father was a resident of the Falls but passed away, noting no residents reached out during the hardship. She indicated many emails were sent to the City Commission and staff and spoke with Mayor Leslie on the phone. She expressed concerns regarding the seniors living within the Falls community unable to advocate for themselves due to limitations and fear of retaliation. She stated she created a secret community for seniors needing assistance.

Ms. Mary Poillion, 24713 Turkey Lake, Howie-in-the-Hills, 34737, indicated she was reading a statement on behalf a resident who was not present. She reviewed problems they had with the management of the property, lot rent, landscaping, irrigation, and Spectrum prices.

Ms. Chloe Carr, 332 Garden Street, Daytona Beach, 32114, stated she never lived in the Falls, but had family who did. She noted the residents were great, noting the treatment of the senior residents was the issue. She read a statement from a resident who was too afraid to speak publicly. She reviewed their concerns of retaliation from management, use of amenities, security, lack of enforcement of age restrictions, and lot rent increases.

Mr. Toni Tocco, 48 Tropical, clarified she was speaking on behalf of a resident who did not want to speak publicly. She reviewed issues of lawn care, neighborhood upkeep, lot rent increases, and unfair management practices. She provided examples of poor management the resident experienced.

Mr. Ted Rhodes, no address provided, spoke in defense of Ms. McMahon, noting he was not a resident of the Falls. He read a statement from a Falls resident who did not want to speak publicly, reviewing lot rent prices, security, inequity of favoritism from management, and noted there were many more issues.

Ms. Marsha Blew, 12 Honey Bear Path, discussed the Florida Department of Transportation (FDOT) funding for the obstruction mitigation project at the Ormond Beach Municipal Airport. She discussed the savings of the project funds if a Federal Aviation Administration (FAA) grant was utilized instead of the FDOT grant. She discussed how the savings could be utilized and the studies needed. She expressed support for Ms. McMahon, noting the interest she had in bringing back the Riverbend Golf Course and restaurant.

Mr. Michael Rogers, 667 Pineland Trail, unincorporated Volusia County, expressed concerns regarding the airport staffing and funds. He discussed the lack of FAA funding and the impact of utilizing FDOT grant funds on taxpayers. He discussed the off-airport property obstructions.

Ms. Missy Herrero, 111 North St Andrews Drive, discussed the Tomoka Reserve project. She discussed revisions she would like to see with the development, including previous staff recommendations. She highlighted the need for tree mitigation within the development.

Ms. Michelle Zirkelbach, 328 River Bluff Drive, expressed concerns regarding the Tomoka Reserve development, specifically the pedestrian safety, traffic, and environmental impacts.

Mr. Hayes read sections from Florida Statutes related to mobile home communities, noting the statutes prohibited local governments from taking actions. He stated there may be other forums that exist to assist the Falls community, noting the need for the residents to work together. He explained the city could help direct the residents to the different options but could not assist further due to jurisdictional limitations.

Commissioner Sargent thanked the residents who spoke, noting the division and need to work together.

6. APPROVAL OF MINUTES

Mayor Leslie advised the minutes from the May 5, 2026, 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 Briley, for approval of the May 5, 2026, City Commission meeting minutes.

Motion passed by voice vote.

A. Minutes from City Commission meeting - May 5, 2026

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.

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

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

A. FEMA HMGP Facility Hardening Grant Modification 3

RESOLUTION NO. 2026-64: A RESOLUTION AUTHORIZING THE EXECUTION OF MODIFICATION NO. 3 TO A FEMA HAZARD MITIGATION SUBGRANT AGREEMENT REGARDING THE FACILITY HARDENING PROJECT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY DOCUMENTS NECESSARY FOR THE CITY TO REALLOCATE CONTINGENCY FUNDS FOR REIMBURSEMENT; AND SETTING FORTH AN EFFECTIVE DATE.

B. Bureau of Justice Assistance FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula Application Submittal

RESOLUTION NO. 2026-65: A RESOLUTION RATIFYING THE SUBMITTAL OF AN ONLINE GRANT APPLICATION IN THE AMOUNT OF $11,718.00 TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, UNDER THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

C. Hudson Wellfield Expansion - FP&L Underground Distribution Facilities Installation Agreement

RESOLUTION NO. 2026-66: A RESOLUTION AUTHORIZING THE EXECUTION OF AN UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND FLORIDA POWER AND LIGHT FOR THE PURPOSE OF INSTALLING CERTAIN UNDERGROUND ELECTRICAL UTILITIES REQUIRED FOR THE HUDSON WELLFIELD EXPANSION PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND SETTING FORTH AN EFFECTIVE DATE.

D. Work Authorization - CMAR Hidden Hills Drainage Improvements

RESOLUTION NO. 2026-67: A RESOLUTION ACCEPTING A PROPOSAL FROM ALL STATE CIVIL CONSTRUCTION, INC. TO PROVIDE UNDERGROUND UTILITY CONSTRUCTION MANAGEMENT SERVICES REGARDING THE HIDDEN HILLS DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

E. Fleming Avenue Drainage Improvements Additional Work - Final

RESOLUTION NO. 2026-68: A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 3 TO THAT CONTRACT AWARDED TO BUILT-RITE CONSTRUCTION OF CENTRAL FLORIDA, INC., REGARDING THE FLEMING AVENUE DRAINAGE IMPROVEMENTS PROJECT, BY INCREASING THE CONTRACT PRICE BY $14,593.36; AND SETTING FORTH AN EFFECTIVE DATE.

F. Request to Purchase - International HV Dump Truck

RESOLUTION NO. 2026-69: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE (1) INTERNATIONAL HV SERIES HV607 DUMP TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 25-VEH23.0; DECLARING VEHICLE #272 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

G. **Disposition Item:** Fire Station 93 Mold Remediation

H. **Disposition Item:** City Manager's Monthly Report, May 2026

Commission Comments on the Consent Agenda

Commissioner Sargent highlighted Item 7F regarding the Request to Purchase a International HV Dump Truck, noting the age of the vehicle being replaced.

8. PUBLIC HEARINGS

Mayor Leslie opened the Public Hearings.

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

A. Small Scale Comprehensive Plan Amendment, 651 South Ridgewood Avenue

ORDINANCE NO. 2026-09: AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.39± ACRES LOCATED AT 651 SOUTH RIDGEWOOD AVENUE, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4242-20-32-0100 FROM VOLUSIA COUNTY “URBAN MEDIUM INTENSITY” (UMI) TO ORMOND BEACH “LOW DENSITY RESIDENTIAL” (LDR); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2026-09, on first reading, as read by title only.

Mr. Steven Spraker, Planning Director, explained the item was a Comprehensive Plan amendment based on the annexation of a single-family house. He stated the Planning Board and staff recommended approval.

Mayor Leslie inquired if by approving the item the density would be lower; whereby, Mr. Spraker confirmed that was accurate, noting the property would not change from a single-family house.

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

9. FIRST READING OF ORDINANCES

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

A. Administrative Amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers

ORDINANCE NO. 2026-10: AN ORDINANCE AMENDING SECTION 22-86, REGULATIONS, OF DIVISION 2, HARMFUL OR INDUSTRIAL WASTES, OF ARTICLE II, SEWERS, OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, TO INCLUDE THE PROHIBITION OF ANY HAZARDOUS WASTE PHARMACEUTICALS WITHIN THE SEWER SYSTEM; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of Ordinance No. 2026-10, on first reading, as read by title only.

Mr. Shawn Finley, Assistant City Manager, stated the item was a minor modification to the ordinance regarding the industrial pre-treatment program to comply with the Florida Department of Environmental Protection regulations.

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

10. SECOND READING OF ORDINANCES

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

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

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.

Commissioner Sargent moved, seconded by Commissioner Deaton, for approval of Ordinance No. 2026-08, on second reading, as read by title only.

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

Mayor Leslie closed the Public Hearings.

11. REPORTS, SUGGESTIONS, REQUESTS

Events, Updates, Requests, and Congratulations

Ms. Shanahan provided details on upcoming meetings and city events. She requested a proclamation for Ms. Janice Godfrey and Ms. Carla Haines for their contributions during Police Week; whereby, Mayor Leslie directed City Clerk Susan Dauderis to move forward with the proclamation request.

Mr. Finley announced it was Public Works Appreciation Week and encouraged everyone to thank Public Works employees if they see them.

Commissioner Tolland discussed events she attended and provided an update regarding

the Hand Avenue construction.

Commissioner Sargent expressed a desire to live-stream the Commission meetings and workshops; whereby, Commissioner Deaton requested more information including costs be brought to the Commission.

Commissioner Tolland requested the information be reviewed and potentially added to the Capital Improvement Program and noted staff's concerns regarding the legal ramifications.

Commissioner Sargent requested city project updates be added to the website; whereby, Ms. Shanahan stated staff could work on it. He expressed concerns regarding the timeframe for the Fortunato Park Pier repair. He questioned when the PowerPoint Presentation from the May 5, 2026, City Commission workshop would be posted to the website; whereby, Ms. Dauderis stated it was posted in the agenda portal within the workshop material.

Commissioner Tolland requested the link be provided to the residents via social media; whereby, Commissioner Sargent and Mayor Leslie agreed.

Commissioner Sargent congratulated Commissioner Tolland and Ms. Shanahan for being recognized as Home Rule Heroes by the Florida League of Cities; whereby, Commissioner Tolland clarified Commissioner Sargent was recognized as well. He discussed Memorial Day and the Police Unity Tour. He discussed the Volusia County website and a conservation rebate, inquiring if the city could look into something similar; whereby, Mayor Leslie questioned if it was for all Volusia County residents. Commissioner Sargent clarified it was only available to residents of unincorporated Volusia County who received utilities from the county.

Mayor Leslie discussed events he attended.

Data Centers

Commissioner Deaton inquired if there was an update on data centers, noting the updates from Senate Bill 484. She clarified she would like to see data centers banned within city limits.

Mr. Hayes stated staff would look into the topic to provide the Commission information on what could be done relating to data centers.

Commissioner Sargent requested staff look into how Senate Bill 180, State Orders, and Federal Orders on data centers to see how those would affect the city's position.

Yoon Way Name Change

Commissioner Deaton stated the Yoon family supported the street name change to support a fallen officer and inquired if staff heard back from the Bakaysa family; whereby, Chief Godfrey indicated there was no response.

Mayor Leslie noted the importance of the family's support of the street name change.

Commissioner Sargent suggested Bob Grimm Way; whereby, Mayor Leslie requested staff reach out to the Grimm family to inquire if there was support for the street naming.

The Falls Community

Commissioner Briley stated he was unaware there were issues within the Falls community until it was brought to his attention. He noted he understood the city's limitations when it came to intervening with the Falls, explaining it appeared to be civil issues. He clarified if there were code compliance issues the city could assist or criminal issues, the police department or courts could assist. He stated he was contacted by the State Representative who informed him the topic was brought before Senator Tom Wright and the Florida Governor, noting there was nothing they could do. He explained there was a 16-count complaint filed with the Department of Business and Professional Regulations with no found merit to move forward. He expressed hope for those within the Falls community to work together and make amends.

Mayor Leslie thanked the residents for speaking, noting the need to maintain order during the meeting. He noted the advice Mr. Hayes provided and expressed the need for the residents to find common ground.

Osceola School Property

Commissioner Sargent indicated the Volusia County School Board met to discuss the Osceola School property as the Riverview Program would be relocated to Holly Hill. He noted the city had the first right of refusal for the property, stating he was unsure if the Commission would want to explore purchasing the property.

Mayor Leslie stated staff planned to bring information to the Commission; whereby, Mr. Finley indicated staff previously completed appraisals on the property and would provide a summary for the Commission at the future date.

Makai Property

Commissioner Sargent expressed concerns regarding the Makai property, noting he met with several nearby hotel owners. He reviewed the urgency in securing the property; whereby, Mr. Finley stated the Special Magistrate Hearing for the property was scheduled for May 27, 2026, and the fence installers were on standby waiting for approval to move forward. Commissioner Sargent requested staff look into covering the graffiti.

Mayor Leslie inquired if there was a lien on the property; whereby, Mr. Finley stated he was unaware of any liens.

Commissioner Sargent voiced the urgency for public safety surrounding the property.

Mayor Leslie stated he met with a neighboring hotel owner to discuss concerns regarding the property and reviewed the discussion.

Ormond Beach Municipal Airport

Commissioner Sargent suggested a policy change to update the organizational chart to allow the Airport Manager position to be a director and report to the City Manager. He stated he submitted a public records request for emails from the former Airport Manager.

Mayor Leslie inquired if there was a current Airport Manager.

Mayor Leslie discussed a potential Request for Proposals (RFP) for the Riverbend Golf

Course operations noting it could be issued with the property "as-is." He questioned if the Commission would support staff issuing an RFP; whereby, Ms. Shanahan stated the RFP would need to be approved by the FAA.

Commissioner Sargent inquired if the RFP would be approved without the updated Airport Master Plan and the timeline.

Mayor Leslie inquired if there was an existing Master Plan for the Airport.

Mr. Hayes explained the golf course would need to be reconstructed based on prior reports and concerns of price, lease terms, and FAA regulations.

Mayor Leslie inquired if land leases were uncommon; whereby, Mr. Hayes stated it was a special use property subject to FAA regulations. Mayor Leslie inquired if the property could be sold; whereby, Mr. Hayes stated staff had not looked into that, noting it would be subject to FAA requirements and approval. Mayor Leslie stated his research showed the property could be sold with FAA approval under a deed restriction; whereby, Mr. Hayes stated during a prior meeting with FAA, the FAA had concerns of the property being adjacent to the airport. Mayor Leslie and Mr. Hayes discussed potential rental scenarios and FAA regulations.

Commissioner Deaton inquired about the current zoning of the property; whereby, Mr. Spraker stated it was zoned for special environmental with land uses of open conservation and recreation conservation. She inquired if the property were sold, could the owner do a variety of different developments on the property; whereby, Mayor Leslie stated the city could sell it with deed restrictions and only allowed to use the property for the set purposes.

Mr. Hayes stated the FAA would want an input on the property with information regarding the purpose the property was sold for, noting there were uses the FAA would not allow. He stated he asked FAA if they would like to see the golf course back, noting they bluntly replied no. He stated he looked at many plans during the inception of the Riverbend Golf Course, noting it was very difficult back then due to the proximity to the airport. He reviewed the differences with the way the city was structured now compared to the original approval from FAA in the 1990's. He discussed what would be in a proposed RFP, noting the potential feedback from FAA.

Mayor Leslie believed there could be vendors who would want to rent the property and fix it up without ownership, noting his support of issuing an RFP to see who would submit a response. He stated he would be open to exploring other options for the property while the RFP was issued.

Commissioner Sargent stated he requested a straight answer from FAA regarding approval for a golf course on the property, noting he did not think an RFP was needed. He discussed the obstacles regarding a potential RFP and contract.

Mayor Leslie stated the contract could renew; whereby, Mr. Hayes stated there would need to be contract management, noting there were many variables that would need to be accounted for. Mayor Leslie inquired if the terms of the contract could be negotiable; whereby, Mr. Hayes stated it could, pending FAA approval. Mayor Leslie clarified if the use was changed, the process would remain the same; whereby, Mr. Hayes stated that

was correct.

Commissioner Sargent noted FAA did their own appraisals and had their regulations for how the property could be leased and the terms of the lease.

Mr. Hayes stated the Commission could direct staff to issue a generic RFP to gauge interest.

Commissioner Sargent requested staff reach out to FAA and inquire if they could direct the city to an agreeable RFP and answer to if the golf course could be there; whereby Mr. Hayes noted staff could re-request an answer from FAA, noting FAA was hard to get a straight answer from and highlighted the FAA's priority of airport safety.

Mayor Leslie inquired if sending a letter to the FAA was Mr. Hayes' legal advice to the Commission; whereby, Mr. Hayes clarified it was an option but was unsure of how the FAA would respond. Mayor Leslie inquired if there were plans for the property now, noting the number of residents questioning the status of the property.

Mr. Hayes stated there was a plan approved by the Commission for use of the golf course land and inquired what the FAA would require if the Commission wanted to change the plan.

Mayor Leslie inquired if the plan was rejected by FAA and if there was a Master Plan in place; whereby, Mr. Brian Rademacher, Economic Development Director, explained there was a request to the FAA to keep the golf course and staff was advised it was a bad idea. Mr. Rademacher further explained the Master Plan, land use analysis, and prior FAA feedback. Mayor Leslie requested direction regarding an RFP; whereby, Mr. Rademacher stated Mr. Hayes' prior statements were accurate and suggested issuing a Request for Information (RFI) instead of a RFP as it was broader and included other development opportunities for the property.

Commissioner Briley indicated it was worth asking yes or no to the FAA regarding a golf course approval; whereby, Mr. Hayes stated the reply from FAA may not be definitive.

Mr. Rademacher reviewed previous feedback from the FAA.

Mayor Leslie discussed the reasons he brought the topic before the Commission for consideration; whereby, Ms. Shanahan stated she would need clear direction from the Commission on what was being requested of staff.

Commissioner Sargent supported sending a letter with information to the Congressman and ask them to work with the FAA to get a more concrete answer; whereby, Mr. Hayes stated that may be helpful but was not in line with the FAA structure.

Commissioner Deaton stated many residents informed her they would like to see the golf course but not with tax-payer funds. She stated she was supportive of sending FAA a letter.

Mayor Leslie stated support for an RFI.

Ms. Shanahan stated staff could work on a letter to send and noted if the RFI was the

direction, that would take staff time to prepare.

Mr. Rademacher clarified staff would need to request approval from the FAA for a RFI.

Commissioner Deaton requested a letter asking yes or no to the FAA for the approval of the golf course use; whereby, Mayor Leslie stated there was more to the process than just a letter.

Mr. Rademacher noted staff could continue talks with the FAA and request what further information would be needed before they would give a yes or no response.

Mr. Hayes stated the FAA previously responded to the question with a non-answer noting they needed further information; whereby, Mayor Leslie requested more information be provided to the FAA.

Ms. Shanahan requested clarification on the direction for staff and questioned if it was the Commission's direction to send a letter to FAA; whereby, the entire Commission confirmed.

Commissioner Tolland stated she did not feel a RFP was needed at the time and would like further input from FAA before staff spent more time on the property.

"Toilet-to-Tap"
Mayor Leslie inquired if the Commission had a desire to put the potable reuse topic on the ballot for voters; whereby, there was no Commission support.

Commissioner Briley expressed concerns regarding removing a future tool that may be needed. He discussed not opposing some treatment options presented at the May 5, 2026, City Commission workshop. He noted his objection was to the deep-well injections into the aquifer.

Commissioner Sargent clarified the city was not going to use the "Toilet-to-Tap" method, noting the city's current advanced treatment methods.

Closing Remarks
Commissioner Tolland requested major topics be added to future agendas to allow staff time to provide information to the Commission and allow the public notice that the topics would be discussed. She noted the importance of the topics like the golf course and "Toilet-to-Tap," indicating she would like more notice to be prepared to thoroughly discuss the topics.

Ms. Shanahan stated the Mayor and a single Commissioner were not able to direct staff to add items to the agenda; whereby, Commissioner Tolland requested for the major topics to be added as discussion items.

Mayor Leslie reiterated Ms. Shanahan was not allowed to add items to the agenda based on the direction from one member of the Commission. He stated the Commission signed up for the meetings and he was willing to stay late as needed to discuss the major topics.

Commissioner Sargent requested major topics be suggested during Reports, Suggestions, Requests on the agenda, for a consensus to be made, to then direct Ms.

Shanahan to add the item to a future meeting agenda; whereby, the entire Commission agreed.

Mayor Leslie thanked everyone for the discussions.

12. ADJOURNMENT

Mayor Leslie adjourned the meeting at 10:07 PM.

APPROVED: June 9, 2026

BY: _____
Jason Leslie, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.A.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Additional Work - Cassen Park		
Recommended Action	Staff recommends approval of the Work Authorization for the Cassen Park additional ROW and fire requirements project to Coleman Goodemote Construction, Inc. in the amount of $113,621.42.		
Strategic Goal	Quality of Life - Recognized as a leader in Parks & Recreation through the offering of diverse, high-quality parks and natural spaces.		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

The City Commission, acting as the Community Redevelopment Agency (CRA), is asked to approve a work authorization for construction management services to Coleman Goodemote Construction, Inc. for extension of the fire line at Cassen Park and milling & paving on South Beach Street.

During the 2025 construction at Cassen Park, the City's fire inspector identified the need for the extension of the fire line from the building to the floating dock with a fire-stand pipe, and the extension of the fire line down the floating dock. Further, Volusia County required additional milling and paving of the Beach Street right of way not originally identified in the driveway permitting process. This additional milling, which was completed during construction, cleaned up a number of deficiencies in the roadway and enhanced the aesthetic of the entrance park.

The extension of the fire line from the building to the end of the dock was completed during construction, in order to avoid additional impacts on the construction of the bait shop and to avoid tearing out and redoing completed work.

Financial Impact

Funding in the amount of $113,621.42 is available in the 104 - CRA Fund - 104.

Citizen Impact

As one of the City's "Four Corners Parks," Cassen Park is a heavily used recreation facility that serves many populations. The additional work allows the park to be used safely by all groups. The fire line extensions, a fire department requirement, allow for improved safety during major events including the boat parade and fireworks celebrations.

Attachments

1. 26-70 Cassen Park Revelopment-Coleman Goodemote (P25-0192G)
2. Work Authorization - Cassen Park Additional Work

RESOLUTION NO. 2026-70

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM COLEMAN GOODEMOTE CONSTRUCTION CO., INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE CASSEN PARK REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution No. 84-74 declaring the Central Business District ("District"), as described therein, to be a Community Redevelopment Area in accordance with section 163.357, *Florida Statutes*, and

WHEREAS, Resolution 84-74 further declared the City Commission to be the Community Redevelopment Agency ("Agency") for the District, and

WHEREAS, in accordance with section 163.387, Florida Statutes, the City Commission approved Ordinance No. 84-34 establishing a Redevelopment Trust Fund ("Trust Fund") for the Agency in accordance with the said statutory provisions, and

WHEREAS, by Resolution No. 87-4, the City Commission approved the Granada Boulevard Master Streetscape Plan ("Granada Plan") as the official City policy and plan for the said area, and

WHEREAS, by Resolution No. 87-53, the City Commission approved the Bovard Avenue/Vining Court Master Streetscape Plan ("Bovard Plan") as the official City policy and plan for the said area, and

WHEREAS, together the said plans comprised the Community Redevelopment Plan ("Plan") for the said area, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution Nos. 89-262, 93-178, 93-252, 00-155, and 01-168 readopting and amending the Granada and Bovard Plans, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution No. 2004-181, amending the Granada Plan to provide the establishment of a Property Improvement Grant Program ("Grant Program") for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2004-187 establishing conditions for the implementation of the Property Improvement Grant Program for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2007-157, adopting the updated master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2019-178, adopting the amended master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City solicited a proposal from Coleman Goodemote Construction, Inc., a firm under continuing contract with the City, to provide construction management services regarding the Cassen Park Redevelopment project ("the Project") in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Coleman Goodemote Construction, Inc. to provide construction management services for the aforedescribed project at a cost not to exceed

$113,621.42 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the Downtown Redevelopment Trust Fund (104) and has not been appropriated for any other purpose, and

WHEREAS, the City Commission, on behalf of the City and the Community Redevelopment Agency, concurs in the said determination and recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, THAT:

SECTION ONE. The proposal submitted by Coleman Goodemote Construction Co., Inc. to perform the Project at a total cost not to exceed $113,621.42 is hereby accepted.

SECTION TWO. The Mayor/Chairman and the City Manager are hereby authorized and directed to execute a Work Authorization with Coleman Goodemote Construction Co., Inc. to provide construction management services for the Project at the said price, and to pay the cost therefor from the Downtown Redevelopment Trust Fund.

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

APPROVED AND AUTHENTICATED this 9th day of June, 2026.

_____
JASON LESLIE
Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Construction Management Services on a Continuing Basis dated September 7, 2022, between the City of Ormond Beach, Florida, and Coleman Goodemote Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Cassen Park Additional Work – Fire Line and Milling

Project Description: Construction management services to extend the fire line from the bait shop building to the floating dock, and down the floating dock; and complete additional milling and paving on the Beach Street right of way, as required by the county, as detailed in the attached proposal dated December 10, 2025.

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Fire Standpipe – Building to Dock	Fixed Fee	$45,374.12
Fire Standpipe – Floating Dock	Fixed Fee	$45,573.00
Beach Street Milling & Paving	Fixed Fee	$22,674.30
Total Fee Authorized:	**Not to Exceed**	**$113,621.42**

Funding Source: CRA Fund (104)

Estimated Time for Completion: 4 Months from Authorization to Proceed

AUTHORIZED:

CITY OF ORMOND BEACH, a Florida Municipal Corporation and the **CITY OF ORMOND BEACH COMMUNITY REDEVELOPMENT AGENCY**

By: _____
Jason Leslie
Mayor, City of Ormond Beach, and
Chairman, Central Business District CRA

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:

COLEMAN GOODEMOTE CONSTRUCTION, INC.

By: _____
Robert C. Coleman
Vice President

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 610-0400
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

COLEMAN GOODEMOTE INC.
CONSTRUCTION
619 North Beach Street
Daytona Beach, Florida 32114
(386) 257-3570 ● Fax: (386) 253-6692

December 10, 2025

Mr. Alex Schumann
City of Ormond Beach
alex.schumann@ormondbeach.org

Re: City of Ormond Beach – Additional ROW and Fire Requirements

Dear Mr. Schumann:

The purpose of this letter is to provide pricing for additional work required at the Right of Way and an additional fire riser required following review from the Fire Marshall. Further details are as follows:

- Following Project award but during permit review, the Fire Marshall determined that an additional fire standpipe would be required adjacent to the building. The additional scope of work had a total cost of $45,374.12
- Following Project award but during permit review, the Fire Marshall determined that a fire standpipe is required to be extended down the floating dock pier. The additional scope of work has a total cost of $45,573.00
- Following Project award during construction Volusia County required additional milling and resurfacing at Beach St. above the requirements of the Contract Documents. The additional scope of work had a total cost of $22,674.30

Please issue a Purchase Order for additional work required totaling $113,621.42.

Respectfully,

Robbie Coleman
Vice President

COLEMAN GOODEMOTE INC. CONSTRUCTION

Cassen Park - Additional Work Required

Milling Required at Beach St. by County	Qty	Unit	Unit Price	Total
Mill and Resurface Open Cut - 50' each way of cut.	316	SY	43.00	13,588.00
Striping and Signage	1	LS	5,600.00	5,600.00
Additional Supervision	15	HRS	95.00	1,425.00
General Contractor Overhead (5%)				1,030.65
General Contractor Fee (5%)				1,030.65
TOTAL MILLING				22,674.30
Fire Standpipe - Building to Dock				
Installation 4" PVC DR-14	100	LF	26.93	2,693.00
Installation 4" DDC Backflow Preventer	1	EA	17,841.00	17,841.00
Installation 4" Gate Valve	1	EA	1,621.00	1,621.00
Installation 4" Standpipe	1	EA	15,479.20	15,479.20
Survey and As-Built Drawings	1	LS	620.00	620.00
Additional Jobsite Supervision	15	HRS	95.00	1,425.00
Additional Project Management	6	HRS	95.00	570.00
Dumpster	2	EA	500.00	1,000.00
General Contractor Overhead (5%)				2,062.46
General Contractor Fee (5%)				2,062.46
TOTAL STANDPIPE BUILDING TO DOCK				45,374.12
Fire Standpipe - Floating Dock				
Hose Valve and FDC at Dock	1	LS	35,880.00	35,880.00
Aluminum or Stainless Pipe Stations	1	LS	1,700.00	1,700.00
Additional Supervision	30	HRS	95.00	2,850.00
Dumpster	2	EA	500.00	1,000.00
General Contractor Overhead (5%)				2,071.50
General Contractor Fee (5%)				2,071.50
TOTAL STANDPIPE FLOATING DOCK				45,573.00
Total Cost				**113,621.42**

JD WEBER CONSTRUCTION

TOTAL SITE DEVELOPMENT



Proposal
Cassen Park
Ormond Beach, FL

TO: Coleman - Goodemote Construction — DATE: 5/20/2025

ATTN: Rob Coleman — PAGE: 1 OF 3

	DESCRIPTION	QTY	UNIT		UNIT PRICE		TOTAL
I.	PAVEMENT CONSTRUCTION						
	A. MILL AND RESURFACE OPEN CUT AREA PER VOLUSIA COUNTY REQUEST (50 LF EACH WAY OF OPEN CUT)	316	SY	$	43.00	$	13,588.00
	B. STIPING & SIGNAGE	1	LS	$	5,600.00	$	5,600.00
	PAVEMENT CONSTRUCTION SUBTOTAL					**$**	**19,188.00**
	GRAND TOTAL					**$**	**19,188.00**

	DESCRIPTION	QTY	UNIT		UNIT PRICE		TOTAL
II.	ADDITIVE ALTERNATE						
	A. MILL & RESURFACE ANGLED PARKING PER VOLUSIA COUNTY REQUEST	444	SY	$	43.00	$	19,092.00
	B. STRIPING & SIGNAGE	1	LS	$	3,200.00	$	3,200.00
	C. MAINTENANCE OF TRAFFIC	1	LS	$	4,120.00	$	4,120.00
	ADDITIVE ALTERNATE TOTAL					**$**	**26,412.00**

This work was not done.

Date: 5/20/2025 — Date: _____

Signed: Joe Weber Jr. — Accpeted By: _____

JD Weber Construction

JD WEBER CONSTRUCTION

TOTAL SITE DEVELOPMENT



May 15, 2025

To: Coleman - Goodemote Construction
Attn: David Donahoo

Cassen Pork Renovations
Ormond Beach, FL
Change Order Request - RFI 15

ADD THE FOLLOWING

1.	Fire System Revisions				
A.	4" PVC DR - 14	100	LF	26.93	2,693.00
B.	4" DDC Backflow Preventer	1	EA	17,841.00	17,841.00
C.	4" Gate Valve	1	EA	1,621.00	1,621.00
D.	4" Stand Pipe	1	EA	15,479.20	15,479.20
E.	Survey & as-built drawings	1	LS	620.00	620.00
					TOTAL: $38,254.20
~~2.~~	~~Oak Tree Removal~~				
~~A.~~	~~Remove and discpose of exisitng oak tree~~	~~1~~	~~LS~~	~~3,256.00~~	~~3,256.00~~

Work completed as part of Cassen Park Project.

Grand Total: **$ ~~41,510.20~~**

Signed:_____Joe Weber, Jr._____
J.D. Weber Construction Co.

mastercraft
PLUMBING, HEATING, MECHANICAL
AIR CONDITIONING & FIRE PROTECTION

887 BRENTWOOD DR.
DAYTONA BEACH FL., 32117
PHONE 386-252-7047
FAX 386-98-0322
AJohnston@MasterCraftFl.com
194487-0001-2010

T: Colemane Goodemote Construction

Hose valve and FDC for dock

Ormond Beach pier.

Gentlemen/Ladies:

We are pleased to submit our Fire Sprinkler **Budget based on material priced today.** in the amount of :

$37,580.00 includes a $1.700.00 allowance for Aluminum or SS fabricated pipe stations.

on the referenced project as further described below.

The price is based solely on Attachment "A", and the further designations, clarifications and qualifications stated on the Attachment "A" and the attached "Conditions of Proposal".

Specifically, this price is predicated upon the conditions that we shall receive prompt monthly payment for the value of work properly performed and material delivered, and that payment can be withheld only to the extent that the owner is withholding due to deficiencies in our work. Also, retainage shall not exceed the percentage actually withheld by the owner relative to our work.

This information transmitted in this proposal supersedes any previously communicated information to the contrary. Further, we reserve the right to modify our price and terms at any time prior to the time for submitting your bid to the owner to reflect adjustments resulting from our continuing review.

Finally, and unless otherwise extended in writing from Master Craft Plumbing Contractors, Inc., this bid including any such modifications shall remain effective and will not be further modified or withdrawn for 30 days from this bid.

We appreciate the opportunity to participate in your bid process. If you have any questions or wish additional information, please contact me.

NOTES:

- All work to be performed during normal working hours

Thank you! *Andy M. Johnston*
Andy M. Johnston

Accepted By: _____ / / 2025
Please print: _____
Title: _____

---

mastercraft
PLUMBING, HEATING, MECHANICAL
AIR CONDITIONING & FIRE PROTECTION

887 BRENTWOOD DR.
DAYTONA BEACH FL., 32117
PHONE 386-252-7047
FAX 386-98-0322
AJohnston@MasterCraftFl.com
194487-0001-2010

T: Colemane Goodemote
Construction

Hose valve and FDC for dock
Ormond Beach pier.

Pending approval

7/16/2025

Attachment "A" Fire Sprinkler Scope of work:	Included:
Provide and install a hose valve line , with the following clarifications: With 2 Aluminum Pipe	YES
Approximately 300' of 4" with 2 Hose valves. Pending approval	YES
Installation can be HDPEDR11 pipe if approved by Fire Marshal.	YES
NFPA calls for HDPE pipe to be fire protected This is not included pending plan approval	Pending
HDPE Pipe to connect to existing @ shore line were existing Hose Valve is connected.	YES
Shore line silt protection finish grading after line is connected.	BY Others!
All work to be performed during normal working hours.	YES
All Government fees	BY Others!
Only the work described in the details listed above, material and installation is included during normal working hours.	YES
Insurance. Workers comp / liability	YES
Painting, patching, landscaping, De-watering, alarm, or electrical work of any kind.	NO
Materials to be per NFPA 14 2019	YES
Due to the current fluctuations in the steel market this based on current pricing and is subject to	YES
Bond.	NO

Please acknowledge you acceptance of this proposal by signing below and faxing a copy to our office @ 386-898-0322 along with copy of the recorded Notice of Commencement that include fire sprinklers in the description or work.

Once we receive this conformation work shall be scheduled accordingly. Should you have any question or require any additional information, please contact the undersigned at you your earliest convenience. Thank you for the opportunity to offer this proposal. We look forward to serving you.

Accepted By: _____ / / 25 *Andy M. Johnston*

Please print: _____ Andy M. Johnston

Title: _____

CONDITIONS OF PROPOSAL

1. Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing the Seller to commence work or preparation for work will constitute acceptance by Buyer of this Proposal and all terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.
2. The Seller shall be paid monthly progress payments on or before the 10th of each month for the value of work completed plus the amount of materials and equipment suitably stored applied to the contract sum less the aggregate of previous payment to the Seller. Final Payment shall be due the day the work described in this Proposal is substantially completed. Sales of materials are payable in cash on delivery of the goods.
3. No back charges of claim of the Buyer for services shall be valid except by the agreement in writing by the Seller before work is executed.
4. All sums not paid when due shall bear interest at the rate of 1-1/2% per month from due date until paid or the maximum legal rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Buyer.
5. If the Buyer fails to make payments to the Seller as herein provided, then the Seller may stop work without prejudice to any other remedy it may have.
6. Buyer is to prepare all work areas so as to be acceptable for Seller's work under the contract. Seller will not be called upon to start work until sufficient areas are ready to insure continued work until job completion.
7. After acceptance of this proposal as provided, Seller shall be given a reasonable time in which to make delivery of material and/or labor to commence and complete the performance of the contract. Seller shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by owner, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting therefrom; embargoes, shortages of labor, equipment or materials production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents and acts of God.
8. All workmanship is guaranteed against defects in workmanship for a period of one year from the date of installation. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller will not be responsible for special, incidental, or consequential damages. Seller shall not be responsible for damage to its work by other parties. Any repair work necessitated by caused damage will be considered as an order for extra work. Our responsibility for damage or loss in transit ceases upon delivery in good condition to a public carrier.
9. Work called for herein is to be performed during Seller's regular working hours. Overtime rates will be charged for all work performed outside such hours at extra costs.
10. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
11. Notwithstanding any provision contained in this Proposal or the contract documents between Owner and Contractor, Seller may file a lien or claim on its behalf in the event that any payment to Seller is not made as and when provided for by the agreement.
12. The subcontract form used between the Seller and the Buyer will be the current AIA Standard Form Subcontract Document A401. Where there is a conflict between provisions of either the AIA Subcontract Form, or the contract documents between Owner and Contractor, and this Proposal, then this Proposal shall govern.
13. The Buyer shall furnish all temporary site facilities including suitable covered storage space and hoisting at no cost to Seller.
14. The Buyer shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Proposal and no liquidated damages may be assessed against the Seller for delays or causes attributed to other contractors or arising outside the scope of this Proposal.
15. Buyer shall purchase and maintain property insurance upon the full value of the entire work and/or materials to be supplied which shall include the interest of the Seller.

Accepted By:_____ / / 2025

Thank you! *Andy M. Johnston*

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.B.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Additional Work - CRA Downtown Medians Landscape Renovation		
Recommended Action	Staff recommend approval of the additional work for the CRA Downtown Medians Landscape Renovation.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

The City Commission, acting as the Community Redevelopment Agency (CRA), is being asked to approve an extra payment of $3,873.10 for the Downtown Medians Landscape Renovation project.

On May 20, 2025, the Commission approved a contract for $221,804 with A.M. Weigel to manage the construction for this project (Res. No. 2025-72). This project included renovating the medians on Downtown Granada Boulevard between US1 and A1A and replacing missing, damaged, or diseased median trees along West SR40 from Orchard Street to Rima Ridge Road, the north end of Nova Road, and North US1.

During construction, the landscape contractor found the irrigation system was not functioning in two beachside medians. After discussions with the contractor, the City decided the best solution was to do two directional drills to create a water source for these systems.

The total cost for this additional work, including directional drilling of the two new irrigation mains, installation of the irrigation lines and spray heads, maintenance of traffic, and insurance and bonds is $11,902.10 After applying a credit of $5,888 from the contingency funds and reducing the plant count by an additional $2,141, A.M. Weigel submitted a new proposal for additional work totaling $3,873.10.

Financial Impact

Sufficient funds are available for the additional work ($3,873.10) in the CRA Fund - 104.

Citizen Impact

None; the the project has been completed.

Attachments

1. 26-71 Downtown median CO Weigel (P26-0069G)
2. Additional Work 1
3. Proposal - Additional Work

RESOLUTION NO. 2026-71

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA AUTHORIZING THE EXECUTION OF ADDITIONAL WORK NO. 1 TO THAT WORK AUTHORIZATION AWARDED TO A.M. WEIGEL CONSTRUCTION, INC. REGARDING CONSTRUCTION MANAGEMENT SERVICES FOR THE DOWNTOWN MEDIANS LANDSCAPE RENOVATION PROJECT BY INCREASING THE CONTRACT PRICE BY $3,873.10; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution No. 84-74 declaring the Central Business District ("District"), as described therein, to be a Community Redevelopment Area in accordance with section 163.357, *Florida Statutes*, and

WHEREAS, Resolution 84-74 further declared the City Commission to be the Community Redevelopment Agency ("Agency") for the District, and

WHEREAS, in accordance with section 163.387, Florida Statutes, the City Commission approved Ordinance No. 84-34 establishing a Redevelopment Trust Fund ("Trust Fund") for the Agency in accordance with the said statutory provisions, and

WHEREAS, by Resolution No. 87-4, the City Commission approved the Granada Boulevard Master Streetscape Plan ("Granada Plan") as the official City policy and plan for the said area, and

WHEREAS, by Resolution No. 87-53, the City Commission approved the Bovard Avenue/Vining Court Master Streetscape Plan ("Bovard Plan") as the official City policy and plan for the said area, and

WHEREAS, together the said plans comprised the Community Redevelopment Plan ("Plan") for the said area, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution Nos. 89-262, 93-178, 93-252, 00-155, and 01-168 readopting and amending the Granada and Bovard Plans, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution No. 2004-181, amending the Granada Plan to provide the establishment of a Property Improvement Grant Program ("Grant Program") for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2004-187 establishing conditions for the implementation of the Property Improvement Grant Program for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2007-157, adopting the updated master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2019-178, adopting the amended master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, by Resolution 2025-72 the City Commission approved a Work Authorization with A.M. Weigel to provide construction management services for the downtown medians landscape renovation project ("the Project"), and

WHEREAS, during the project construction, it was discovered that an irrigation mainline was not working and additional work was needed to perform the necessary repairs, and

WHEREAS, the City Manager has certified that the money for the payment of the repairs in the amount of $3,873.10 has been deposited to the credit of the Downtown Redevelopment Trust Fund (104) and the Tree Fund and has not been appropriated for any other purpose, and

WHEREAS, the City Commission, on behalf of the City and the Community Redevelopment Agency, concurs in the said determination and recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute Additional Work No. 1 for repairs to an irrigation mainline and to pay the cost of $3,873.10 from the Downtown Redevelopment Trust Fund. A copy of Additional Work No. 1 is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 9th day of June, 2026.

_____
JASON LESLIE
Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

ADDITIONAL WORK
No. 1

PROJECT: Downtown Medians Landscape Renovation **Date Issued: 06/09/2026**

BID NUMBER: N/A – Work Authorization

CITY OF ORMOND BEACH	**CONTRACTOR**
22 South Beach Street Ormond Beach, FL 32174	A.M. Weigel Construction, Inc. 166 South Palmetto Avenue Daytona Beach, FL 32114

You are directed to make the following changes to the Contract Documents:

Increase the Contract Price from $221,804.00 to $225,677.10.

Description: Changes to the original scope to include providing two total directional bores and providing new irrigation piping in two medians, per proposal dated May 4, 2026.

CHANGE IN CONTRACT PRICE

Original Contract Price:	$221,804.00
Previous Changes:	None
Net Increase of This Change:	$3,873.10
Contract Price with all Changes:	**$225,677.10**

CHANGE IN CONTRACT TIME

Notice to Proceed		09/08/2025
Original Contract Time		
Substantial Completion	90 days	12/07/2025
Final Completion	120 days	01/06/2026
Previous Changes	None	
Increase of This Change	114 days	
Contract Time with all Changes		
Substantial Completion	**204 days**	**03/31/2026**
Final Completion	**234 days**	**04/30/2026**

RECOMMENDED:

By: _____
Shawn Finley, P.E.
Assistant City Manager

APPROVED:
CITY OF ORMOND BEACH, a Florida Municipal Corporation and the **CITY OF ORMOND BEACH COMMUNITY REDEVELOPMENT AGENCY**

By: _____
Jason Leslie
Mayor, City of Ormond Beach, and Chairman, Central Business District CRA

Attest: _____
Joyce A. Shanahan
City Manager

APPROVED:

By: _____
A.M. Weigel Construction, Inc.

_____
Printed Name

_____
Title

CHANGE ORDER REQUEST #1 rev2

Date: May 4, 2026

Project: Downtown Median Landscape Improvements
Location: Granada Boulevard, HWY US-1
Owner: City of Ormond Beach

Documents/Reason for Initiation: Existing irrigation beneath East Granada Boulevard shows significant damage. Two mains are complete broken, one due to new crosswalk sidewalk, the other break cannot be located. This proposal would be to directionally drill two (2). Previous repairs to HWY US-1 Irrigation Main and Downtown Irrigation have utilized all other project funds.

Final Plant Count Reconciliation
Additional night of M.O.T. required to fix irrigation

Description of Change:

01/26/26	**R.J. Landscape Contractors**	Provide two (2) total directional bores 3" HDPE-DR-11 Irrigation Mains for East Granada Boulevard Landscape Medians located near Seton Trail and the E.F. Hutton Building.	4,700.00
01/26/26	**R.J. Landscape Contractors**	Provide new irrigation piping, 12" spray heads, and Hunter NODE controllers for a one-to-one replacement of damaged existing irrigation at the 3 Western Medians along East Granada Boulevard, connect to mains.	5,500.00
04/30/26	**R.J. Landscape Contractors**	Final Plant Count Reconciliation	(2,141.00)
04/30/26	**R.J. Landscape Contractors**	Additional Maintenance of Traffic	1,350.00
01/26/26	**A.M. Weigel**	Contingency Allowance - Existing Conditions	(5,888.00)

CONTRACT STATUS	
Base Contract:	$221,804.00
Changes to Date:	$0.00
This Change:	$3,873.10
New Total	$225,677.10

Sub Total	3,521.00
Project Management, Supervision	0.00
Insurance, Bond, OH&P	352.10
Total Add	**3,873.10**

APPROVED	NOT ACCEPTED	SIGNATURE	DATE
X			5/4/26
		AM WEIGEL CONSTRUCTION, INC.	
		CITY OF ORMOND BEACH	

Proposal

RJ LANDSCAPE CONTRACTORS

1766 Taylor Road
Port Orange, Florida 32128
Ph (386) 767-3008 Fax (386) 767-1041
Email: office@rjlandscapecontractors.com

PROPOSAL SUBMITTED TO	PHONE	FAX	DATE
AM Weigel Construction, Inc.	(386) 244-6951	(386) 257-6143	January 26, 2026
STREET		JOB NAME	
166 South Palmetto Avenue		Downtown Median Renovation- Change Order No. 1	
CITY, STATE and ZIP CODE		JOB LOCATION	
Daytona Beach, FL 32114		Ormond Beach, LF	
ARCHITECT	DATE OF PLANS	Attn:	JOB PHONE

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:
Ten Thousand Two Hundred_____dollars ($10,200.00).
Payment to be made as follows: _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature_____

Note: This proposal may be withdrawn by us if not accepted within

_____30_____ days.

We hereby submit specifications and estimate for:

Irrigation repairs needed on beachside medians. Install 2 directional bores to median at Seton Trail and median located in front of E.F. Hutton building. Unable to locate median feed at Seton Trail and feed for E.F. Hutton was cut off by recent construction work. City of Ormond Beach to provide D.O.T. permits. Driller to provide GPG and install (2) 3" bores using HDPE-DR-11 pipe which we will use for sleeve. Labor & Materials: $ 4,700.00

Install new irrigation to west of 3 medians on beachside will all new pipe, 12" spray heads and Hunter NODE controllers to be used for timers. We will provide as-built locations of all equipment and directional bores at completion of project. Labor & Materials: $ 5,500.00

Change Order Total: $10,200.00

***Acceptance of Proposal* — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event collection efforts become necessary, purchaser agrees to pay all costs and fees incurred for such collection.**

Date of Acceptance_____

Signature_____

Signature_____

Proposal

RJ LANDSCAPE CONTRACTORS

1766 Taylor Road
Port Orange, Florida 32128
Ph (386) 767-3008 Fax (386) 767-1041
Email: office@rjlandscapecontractors.com

PROPOSAL SUBMITTED TO	PHONE	FAX	DATE
AM Weigel Construction, Inc.	(386) 244-6951	(386) 257-6143	April 30, 2026
STREET		JOB NAME	
166 South Palmetto Avenue		Downtown Median Renovation- Change Order No. 2	
CITY, STATE and ZIP CODE		JOB LOCATION	
Daytona Beach, FL 32114		Ormond Beach, LF	
ARCHITECT	DATE OF PLANS	Attn:	JOB PHONE

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:
_____dollars ($.00).
Payment to be made as follows: _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature_____

Note: This proposal may be withdrawn by us if not accepted within _____30_____ days.

We hereby submit specifications and estimate for:

Plant count reconciliation per C.O.B.	<$2,141.00>
Additional night of M.O.T. required to fix the irrigation in the medians.	$1,350.00
Change Order Total:	<$791.00>

Acceptance of Proposal **— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event collection efforts become necessary, purchaser agrees to pay all costs and fees incurred for such collection.**

Date of Acceptance_____

Signature_____

Signature_____

Downtown Ormond Beach Median Landscape Renovations

Final Plant Count Reconciliation

	Original Counts							
	Blue My Mind Blue Daze (EG) (1 gal)	248	EA	0.00	0.00	7.00	0.00	1,736.00
	Coontie (RI)	264	EA	0.00	0.00	22.00	0.00	5,808.00
	Petite Pink Oleander (ND) (24" x 20", 3 gal)	176	EA	0.00	0.00	15.00	0.00	2,640.00
	Variegated Schefflera Trinette (SV) (20" x 20", 3 gal)	214	EA	0.00	0.00	15.00	0.00	3,210.00
	Blue Eyed Grass (TV)	423	EA	0.00	0.00	6.00	0.00	2,538.00
	Super Blue Liriope (LE) (12 Bibs min, 1 gal)	300	EA	0.00	0.00	6.00	0.00	1,800.00
	Aztec Grass (AZ) (12 Bids min, 1 gal)	140	EA	0.00	0.00	6.00	0.00	840.00
	Sea Purslane (PG)	252	EA	0.00	0.00	6.00	0.00	1,512.00
	Annuals	60	EA	0.00	0.00	4.00	0.00	240.00
	Dwarf Yaupon Holly (RI)	211	EA	0.00	0.00	14.00	0.00	2,954.00
								23,278.00
	Actual Counts							
	Blue My Mind Blue Daze (EG) (1 gal)	247	EA	0.00	0.00	7.00	0.00	1,729.00
	Coontie (RI)	240	EA	0.00	0.00	22.00	0.00	5,280.00
	Petite Pink Oleander (ND) (24" x 20", 3 gal)	206	EA	0.00	0.00	15.00	0.00	3,090.00
	Variegated Schefflera Trinette (SV) (20" x 20", 3 gal)	210	EA	0.00	0.00	15.00	0.00	3,150.00
	Blue Eyed Grass (TV)	253	EA	0.00	0.00	6.00	0.00	1,518.00
	Super Blue Liriope (LE) (12 Bibs min, 1 gal)	244	EA	0.00	0.00	6.00	0.00	1,464.00
	Aztec Grass (AZ) (12 Bids min, 1 gal)	138	EA	0.00	0.00	6.00	0.00	828.00
	Sea Purslane (PG)	262	EA	0.00	0.00	6.00	0.00	1,572.00
	Annuals	60	EA	0.00	0.00	0.00	0.00	0.00
	Dwarf Yaupon Holly (RI)	179	EA	0.00	0.00	14.00	0.00	2,506.00
								21,137.00
	DIFFERENCE BETWEEN ORIGINAL and ACTUAL COUNTS							**(2,141.00)**

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.C.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Historic Land Preservation Board Member Appointment		
Recommended Action	Approval is recommended for the appointment of Jacobus Boersma to the Historic Land Preservation Board.		
Strategic Goal	Governance - Strive to achieve the public's trust through honest, transparent, respectful, and equitable behavior in conducting City business.		
Department Staff Contact	Support Services Susan Dauderis, City Clerk		

Summary

The purpose of this item is for the City Commission to approve an appointment to the Historic Land Preservation Board (HLPB) due to the resignation of Tim Stockman who is moving outside of Ormond Beach. This position is appointed by the Zone 2 Commissioner. Commissioner Sargent has nominated Jacobus Boersma to serve on the board. This appointment is for the remainder of the current 2-year term, set to expire the day prior to the first regularly scheduled City Commission meeting in January 2027.

The HLPB consists of 9 members and is established by Article 11, Section 1-17 of the Land Development Code. The HLPB advises the City Commission on designating historic properties and districts, reviews permits for alterations, demolition, and other work to historic properties (except ordinary repair/maintenance that does not change the exterior or is under $100), and recommends the use of grants to preserve historic/architecturally significant structures. It meets when there are applications for a Certificate of Appropriateness.

Financial Impact

None

Citizen Impact

City advisory boards are a critical component of municipal government. The City benefits by bringing a variety of perspectives together to provide recommendations on various subjects,

ensuring increased transparency, and facilitating community engagement. It is beneficial for the City's advisory boards to be fully appointed.

Attachments

1. 26-72 Historic Landmark PB appt
2. Boersma, Jacobus (HLPB)

RESOLUTION NO. 2026-72

A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE HISTORIC LANDMARK PRESERVATION BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Jacobus Boersma is hereby appointed to serve as a member of the Historic Landmark Preservation Board as the appointee of Zone Two City Commissioner to complete the term of Tim Stockman, whose term expires the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year.

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

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

APPROVED AND AUTHENTICATED this 9th day of June, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Advisory Board Interest Application

Jacobus Boersma

Interested In Serving On:

- Historic Landmark Preservation Board

Print

Advisory Board Interest Application - Submission #6204

Date Submitted: 5/2/2026

Please select the advisory board(s) for which you wish to be considered:*

- [ ] Aviation Advisory Board
- [ ] Board of Adjustments and Appeals*
- [ ] Budget Advisory Board
- [ ] Brownfield Advisory Board
- [ ] Citizens' Law Enforcement Advisory Board
- [ ] Community Development Block Grant Advisory Board
- [ ] General Employees' Pension Fund*
- [x] Historic Landmark Preservation Board
- [ ] Housing Authority
- [ ] Human Resources Board
- [ ] Municipal Firefighters' Pension Trust Fund*
- [ ] Municipal Police Officers' Pension Trust Fund*
- [ ] Parks and Recreation Advisory Board
- [ ] Planning Board*
- [ ] Quality of Life Advisory Board
- [ ] Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

***To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.*

PERSONAL:

First Name:* Jacobus

Middle Name:* Anthony

Last Name:* Boersma

Email Address:* jacobusboersma@protonmail.com

Home Address:* 194 N Beach St

City:* Ormond Beach

State:* Florida

Zip:* 32174

Personal Phone:* 6892399972

Employer: TravelUp App

Present Occupation: Fractional CMO

Work Phone:

Work Address:

City:

State:

Zip:

How long have you been a resident of Ormond Beach:* 4 years

How long have you lived in Volusia County:* 4 years

Are you currently serving on a City advisory board?*

- [ ] Yes
- [x] No

Have you ever served on a City advisory board?*

- [ ] Yes
- [x] No

If yes, which board(s)?

EDUCATION:

High School:	Date Graduated:
Valley Christian	1997

College:	Date Graduated:
San Jose State University	2003

Degree:

Bachelors of Science

Other Training:

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Advisory Board member at Borderless 2023 - 2024

Company/Employer and type of business or area of experience:*

Advisory Board member at GetAugie 2021 - 2022

Company/Employer and type of business or area of experience:*

Advisory Board member at AdTango 2014 - 2016

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

No formal associations at this time

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I am interested in serving on the Historic Landmark Preservation Board because I value the role thoughtful planning plays in shaping a community's identity. I believe that growth should be guided, not left to chance.

Professionally, I bring experience in strategic thinking, long-term planning, and evaluating decisions through both economic and community lenses. I'm comfortable asking hard questions, weighing trade-offs, and contributing to balanced, forward-looking discussions.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [ ] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

None

REFERENCES:

Please list three business or personal references:

First Name:

Richard

Last Name:

Reed

Occupation:

Home Builder

Personal Phone:

(720) 445-2758

Work Phone:

Address:

Franktown, CO

First Name:

Ben

Last Name:

Marland

Occupation:

Product Manager

Personal Phone:

(760) 650-6408

Work Phone:

Address:

Vista, CA

First Name:

Micah

Last Name:

Boersma

Occupation:

Air Force Base Operations

Personal Phone:

(408) 375-7206

Work Phone:

Address:

Okinawa, Japan

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk office at 386-610-0400.

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.D.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Grant Application - Firehouse Subs Public Safety Foundation		
Recommended Action	Staff recommends approving the submission of an online application for the requested equipment and authorizing the acceptance of the grant, if awarded.		
Strategic Goal	Public Safety - Other		
Department Staff Contact	Fire Department Nate Quartier, Deputy Fire Chief		

Summary

This item seeks permission to apply for a grant to the Firehouse Subs Public Safety Foundation for funding to buy a special response utility vehicle (UTV) for beach rescue and special events.

This UTV would greatly improve the Ormond Beach Fire Department's (OBFD) emergency response by providing better support at events and enhancing beach rescue operations. Many festivals and events happen in the "4 Corners" area, and sometimes they overlap, like Bike Week coinciding with other activities. Having an extra UTV would help the Department respond to multiple events happening at once.

The UTV would improve responses on the beach, where soft sand makes access hard for fire rescue crews and traditional emergency vehicles. It would help safely transport patients from the beach to waiting ambulances, compared to the current method, which uses the tailgate of a lifeguard truck that lacks secure space for patients and rescue personnel. Additionally, lifeguards do not stay on duty past 8:00 p.m., making the OBFD the main responder at night. The proposed UTV would meet State and City rules for road use, allowing quick responses from Fire Station 91 to beach emergencies.

The Firehouse Subs Public Safety Foundation reviews funding requests every three months. Their mission is to enhance the lifesaving capabilities of local heroes and their communities by providing crucial equipment and educational tools to first responders and public safety organizations. The next application period begins on July 9, 2026, and will close after 600

applications are received. Award notifications will be sent out within two months after the deadline, approximately by September 9, 2026.

Financial Impact

The estimated cost for the special response UTV is $40,000. This amount covers the vehicle's purchase, emergency lights, storage for rescue equipment, items for transporting patients, and other necessary equipment for emergency response. No City matching funds are needed. A quote must be obtained within 6 months prior to the application deadline and submitted with the grant application.

Citizen Impact

This equipment will improve the Fire Department’s ability to safely and effectively respond to medical emergencies and rescue incidents on the beach and at large public events. The UTV will enhance patient safety during transport, improve responder access in difficult terrain, and provide increased public safety coverage during simultaneous events throughout the City.

Attachments

1. 26-73 Firehouse Sub Grant (P26-0061G)
2. FH Subs Draft Application packet - OBFD
3. Sample Grant Application & Checklist

RESOLUTION NO. 2026-73

A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN ON-LINE GRANT APPLICATION IN THE AMOUNT OF $39,933.00 TO THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION; 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 Firehouse Subs Public Safety Foundation provides financial assistance to communities by supporting first responders and public safety organizations with lifesaving equipment and funding resources, and

WHEREAS, the City Commission desires to authorize the submission of an on-line application for financial assistance in the amount of $39,933.00 available under the Firehouse Subs Public Safety Foundation Grant for the acquisition of a utility terrain vehicle, which would significantly enhance the safety and well-being of both firefighters and citizens (a copy of said application is attached hereto and incorporated herein by reference), and

WHEREAS, the City Commission desires to accept said grant once it is awarded, now therefore,

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

SECTION ONE. The City Manager or her designee is hereby authorized and directed to submit an on-line grant application in the amount of $39,933.00 to the Firehouse Subs Public Safety Foundation.

SECTION TWO. The City Commission hereby authorizes the acceptance of said grant funds once awarded; and further authorizes the Mayor and City Manager to execute any and

all documents incidental thereto including any contract that is necessary for the City to accept the grant award.

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

APPROVED AND AUTHENTICATED this 9th day of June, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Firehouse Subs Public Safety Foundation Grant Application Draft

Project: Special Response Rescue UTV

Prepared using the sample application and prior Firehouse Subs grant submission materials.

ACCOUNT REGISTRATION

Applicant First Name: Nathan
Applicant Last Name: Quartier
Applicant Title: Deputy Fire Chief
Email: Nathan.Quartier@ormondbeach.org
Applicant Cell Phone Number: [confirm preferred mobile number]

APPLICANT and DEPARTMENT INFORMATION

Organization/Department: City of Ormond Beach Fire Department
Department Tax ID #: 59-6000398
Mailing Address 1: P.O. Box 277
Mailing Address 2:
City, State & Zip Code: Ormond Beach, Florida 32175-0277
Shipping Address: 364 South Atlantic Avenue, Ormond Beach, Florida 32176
Organization Phone Number: 386-676-3255
Organization Phone Extension: N/A
Applicant Cell Phone Number: [confirm preferred mobile number]

Secondary Applicant First and Last Name: Pauline Dulang
Secondary Applicant Cell Phone Number: 386-610-2409
Secondary Applicant Extension: N/A
Secondary Applicant Email Address: Pauline.Dulang@ormondbeach.org

Communities Served: Ormond Beach, Holly Hill, Daytona Beach, and unincorporated Volusia County through automatic and mutual aid response
Population: 45,333
Number of Runs/Calls for Service per Year: 8,238

Local Approval Pre-Qualifications: ☒ As required by our community, this request has been presented and approved by our local government as part of our process when applying for external funding.

APPLICATION REQUEST INFORMATION

Grant Type Requested: ☒ Equipment Donation/Prevention Education Items

Equipment Request

What Equipment are you requesting? Please include the quantity of each item.

One (1) 2026 Polaris Ranger Crew XP 1000 Premium Special Response Rescue Utility Terrain Vehicle (UTV) equipped with:

- Full-size hardcoat vented poly windshield
- Sun visors
- Rearview mirror
- 40-inch emergency light bar
- Roof-mounted light bar system
- QTAC rescue skid with IV pole and oxygen mounts
- Rescue/fire installation package
- Emergency light kit
- 30W siren and PA system
- Custom fire department graphics
- Associated wiring harnesses, installation, and freight

Vendor Company Name: Logistics365, Inc.
Sales Representative First and Last Name: Jason Herbert
Sales Representative Email Address: jherbert@logistics365.com

What is the TOTAL cost of the equipment?

$39,933.00

☒ I understand that in order to be considered for funding, the total dollar amount and equipment quantities listed on the submitted quote/bid must match the total above.

Has your department applied for this specific request in the past and been denied? ☒ No

Briefly explain how the equipment will benefit your community and your department.

The City of Ormond Beach Fire Department is requesting funding for a special response rescue utility terrain vehicle (UTV) to improve emergency response capabilities during beach incidents, special events, and responses in difficult-to-access areas. Soft sand conditions on the beach frequently limit access by traditional emergency vehicles and make patient transport difficult and time consuming. The requested UTV would provide a safe and secure method of transporting patients from the beach to awaiting ambulances while also allowing firefighters and EMS personnel to bring lifesaving equipment directly to the patient.

The Fire Department currently relies on lifeguard vehicles to assist with patient transport during daytime operations; however, lifeguards are not staffed after 8:00 p.m., leaving the Fire Department as the primary emergency responder during after-hours incidents. Current patient transport methods often require patients to be placed on the tailgate of a lifeguard truck without the ability to properly secure the patient or accommodate rescue personnel.

The requested UTV would also support approximately 10 to 15 special events annually, including Bike Week, Biketoberfest, Independence Day celebrations, and numerous community festivals held within the City. These events create large crowds and traffic congestion that can delay emergency response by conventional apparatus. The UTV would provide rapid access to patients and emergency scenes in congested or restricted areas.

The Fire Department currently has one UTV on order that will primarily serve the west side of the City in rural and wildland response areas. This grant-funded vehicle would serve beach operations and special event response needs on the east side of the City.

COMMUNITY IMPACT

Have you unsuccessfully reached out to the city for funds to purchase the equipment?

The City continues to prioritize funding for essential operational needs, apparatus replacement, and firefighter protective equipment. Due to ongoing budget constraints and competing public safety priorities, funding for specialty response equipment such as this rescue UTV has not been available within the current budget cycle.

Was there a particular instance where a life would have been positively impacted if you would have had the equipment available?

The Fire Department routinely responds to medical emergencies on the beach where access by ambulance or fire apparatus is delayed or restricted due to soft sand conditions, heavy pedestrian traffic, or special events. During these incidents, responders often must transport patients significant distances by hand or rely on lifeguard vehicles that are not designed for safe patient transport. Having a dedicated rescue UTV equipped for EMS response would significantly improve patient access, reduce transport times, and provide a safer transport platform for both patients and responders.

What positive effects will the equipment specifically have? Please describe how the requested equipment or funding would benefit your local community.

The requested rescue UTV will significantly improve emergency response operations throughout the City of Ormond Beach by providing rapid access to patients in areas inaccessible to conventional emergency vehicles. The vehicle will improve response capabilities on the beach, during special events, and within crowded or difficult terrain environments.

The vehicle's rescue skid and patient transport capabilities will allow firefighters and EMS personnel to safely secure and transport patients while carrying oxygen, medical supplies, and rescue equipment directly to the scene. The requested UTV will also improve firefighter safety and operational efficiency during large-scale public events by reducing response times and improving mobility in congested areas.

By enhancing access to emergency medical care during beach incidents and community events, the project will directly improve public safety for residents and visitors while increasing the Fire Department's ability to provide efficient and effective emergency response services.

FIREHOUSE SUBS RELATIONSHIP

Address of Firehouse Subs location nearest you: 175 North Nova Road, #8, Ormond Beach, Florida

How far is this location from your department? 0 miles

How did you hear about our organization?

The Ormond Beach Fire Department has known about the Firehouse Subs Public Safety Foundation for a number of years through neighboring Firehouse Subs restaurants and prior public safety grant opportunities.

Has your department received funding from Firehouse Subs Public Safety Foundation in the past two years? ☒ No

PIO (Public Information Officer) Name: Pauline Dulang

PIO Email: Pauline.Dulang@ormondbeach.org

PIO Phone Number: 386-610-2409

BACKGROUND / HISTORY ATTACHMENT

City of Ormond Beach Fire Department Background and Community Benefit

The City of Ormond Beach Fire Department provides fire suppression, emergency medical services, beach rescue response, technical rescue support, and community risk reduction services for the City of Ormond Beach and surrounding mutual aid jurisdictions within Volusia County, Florida. The Department responds to more than 8,200 emergency calls annually and serves a resident population of more than 45,000 citizens, in addition to the thousands of visitors who travel to the area each year.

The Department regularly supports numerous large-scale public events throughout the City, including Bike Week, Biketoberfest, Independence Day celebrations, and community festivals located throughout the downtown and beachfront areas. These events often create heavy traffic congestion and large pedestrian crowds that can delay emergency response by traditional fire apparatus and ambulances.

The Fire Department also provides emergency response coverage for the City's beachfront areas. Beach incidents frequently occur in soft sand environments where conventional emergency vehicles cannot safely operate. During these incidents, responders must often transport patients significant distances using manual methods or rely on lifeguard vehicles that are not designed for secure patient transport.

The requested special response rescue UTV will significantly improve emergency response capabilities by providing firefighters and EMS personnel with rapid access to patients in difficult-to-reach locations. The vehicle will provide a safe and secure patient transport platform while allowing responders to carry lifesaving medical equipment, oxygen, and rescue supplies directly to emergency scenes.

The requested vehicle will also support after-hours beach response operations. Lifeguards are not staffed after 8:00 p.m., leaving the Fire Department as the primary emergency responder for beach incidents during evening hours. Because the proposed UTV will be street legal and fully equipped for emergency response, it will be able to respond directly from Fire Station 91 to emergency scenes throughout its assigned area.

The Department currently has one UTV on order that will primarily serve inaccessible rural and wildland response areas in other portions of the City. This grant-funded rescue UTV will specifically support beach operations and special event response needs on the east side of the City.

This project will improve patient care, reduce response times, increase firefighter safety, and enhance emergency response capabilities for residents and visitors throughout the City of Ormond Beach.

REQUIRED ATTACHMENTS CHECKLIST

Attachments to Include

1. Vendor Quote

Attached:

- Logistics365, Inc. Quote #JH1863-2
- Dated April 28, 2026
- Total: $39,933.00

2. Financial Information

Attach one of the following:

- Current year Fire Department operating budget showing revenues and expenditures

3. Equipment Inventory

Attach updated OBFD apparatus/equipment inventory.

4. W-9

Attach completed signed W-9 dated within one year.

5. City Commission Approval Item

Attach approved City Commission agenda item/resolution authorizing grant application submission.

VENDOR QUOTE SUMMARY

Vendor: Logistics365, Inc.
Quote Number: JH1863-2
Date: April 28, 2026
Sales Representative: Jason Herbert
Vendor Email: jherbert@logistics365.com

Equipment Total Summary:

- 2026 Polaris Ranger Crew XP 1000 Premium: $21,527.00
- QTAC Rescue Skid with IV Pole and Oxygen Mounts: $4,525.00
- Emergency Light Package/Siren/Graphics: $8,648.00
- Installation/Wiring Accessories: $1,174.00
- Freight: $2,059.00

TOTAL REQUEST: $39,933.00

Quotation

CAGE: 64PD7 | DUNS: 180423410 | TIN: 47-0799641 | WOSB
UEI: XRT9FXKM4KJ3

Jason Herbert
Account Manager
84640 US Highway 81
Norfolk, NE 68701-1013
O: (402) 347-1020
jherbert@logistics365.com

Quote #:	JH1863-2	**Terms:**	NET 30
Reference #:	00004782161	**FOB:**	Destination
Quote Date:	4/28/2026	**Contract:**	Open Market
Expiration Date:	5/8/2026	**Leadtime:**	180 DAYS ARO
Customer:	CITY OF ORMOND BEACH		
Contact:	ROB HART		
Address:	ORMOND BEACH FLORIDA 32174	**NAICS:**	

Logistics365, Inc. is a Nebraska-based company doing business since 1996.

QUOTATION REFLECTS PURCHASE ORDER PRICING
LEAD TIMES SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CONSTRAINTS

IMPORTANT: Please review specifications and have End User confirm configurations.

Line #	Manufacturer	Part Number	Description	Qty	Unit	Country of Origin/TAA	Unit Price	Line Total	Notes
1	POLARIS	R26RSE99AS	2026 RANGER Crew XP 1000 Premium Sunset Red - 49 State	1	EA	USA	$ 21,527.00	$ 21,527.00	**2026 MODEL**
2		2883266	Full-Size Hardcoat Vented Poly Windshield (will accept Wiper)	1	EA		$ 553.00	$ 553.00	
3		2890288	RANGER Sun Visors	1	EA		$ 130.00	$ 130.00	
4		2889220	Full-Size Rearview Mirror	1	EA		$ 89.00	$ 89.00	
5		2889793	Pro Armor Single Row 40 in Combo Bar (7600 lumens)	1	EA		$ 366.00	$ 366.00	**the light bar to be on the roof in the front forward facing**
6		2883230	Full-Size Single Dash Light Bar Wire Harness (for rear lights - Crew req extension)	1	EA		$ 98.00	$ 98.00	
7		2890053	Pro Armor Lightbar Mount for Roof	1	EA		$ 45.00	$ 45.00	
8		2891485	QTAC Rescue Skid with IV pole and O2 mounts (req. installation package)	1	EA		$ 4,525.00	$ 4,525.00	
9		2891502	XP 1000 / Kinetic RESCUE / Trail Boss Fire Installation Package	1	EA		$ 1,301.00	$ 1,301.00	
10		2883979	Action - XP 1000's / Pro XD Deluxe Emergency Light Kit	1	EA		$ 7,153.00	$ 7,153.00	
11		2883980	Action - XP 1000 30W Siren & PA System (works with Std or Dlx light package)	1	EA		$ 656.00	$ 656.00	
12		2883966	Action - XP 1000 / XD 1500 / Pro XD Custom Graphics for Fire or Law Enforcement	1	EA		$ 839.00	$ 839.00	
13			INSTALL	1	EA		$ 543.00	$ 543.00	
14			FREIGHT	1	EA		$ 2,059.00	$ 2,059.00	
15		5414966	Light Bar Wire Harness Roof Guide	1			$ 49.00	$ 49.00	**I also added the Harness guide for the light bar harness, which is typically added for units not equipped with the roof liner (OTHERWISE THERE WOULD BE WIRE HANGING AROUND EVERYWHERE)**
16								$ -	

TOTAL $39,933.00

ORMOND BEACH FIRE DEPARTMENT APPARATUS/EQUIPMENT INVENTORY

• Apparatus
- 2006 E-One 75’ Typhoon Quint
- 2011 Pierce 75’ Impel Quint
- 2015 Pierce Saber Engine
- 2018 Pierce Saber Engine
- 2021 Pierce Enforcer Engine
- 2021 Pierce Enforcer Engine
- 2018 Ford F-250 Command Vehicle
- 2011 Chevy Tahoe (utility vehicle)
- 1995 E-One/Freightliner FL60 Tender (tanker)
- 2002 Ford F-250 Brush Truck

• Major/specialized equipment
- (28) 2015 MSA G1 Self-Contained Breathing Apparatus
- (45) sets structural firefighting “bunker gear” (helmet/coat/pants/hood/gloves) –
- varying age 1-10 years.
- (2) 2006 Holmatro hydraulic extrication sets (spreader/cutter/ram/power unit)
- 2019 Holmatro battery extrication set
- 2025 Amkus battery extrication set
- (4) 2005 MSA Evolution Thermal imaging cameras
- (4) 2015 MSA Solaris 4-gas meters
- 2018 Tempest VS-1 ventilation fans
- Stihl 14” rotary saws (K-12 style)
- (6) Stihl 18” chainsaws
- Echo Quick Vent Ventilation chainsaws

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2023-24	Estimate FY 2024-25	Budget FY 2025-26	Change FY 2024-25 to FY 2025-26	% Change FY 2024-25 to FY 2025-26
General Fund	7,546,866	8,202,046	8,099,114	(102,932)	-1.25%
Total	7,546,866	8,202,046	8,099,114	(102,932)	-1.25%

Expenditures:

	Actual FY 2023-24	Estimate FY 2024-25	Budget FY 2025-26	Change FY 2024-25 to FY 2025-26	% Change FY 2024-25 to FY 2025-26
Personnel Services	6,309,092	6,716,055	6,778,905	62,850	0.94%
Operating	1,237,774	1,485,991	1,320,209	(165,782)	-11.16%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	7,546,866	8,202,046	8,099,114	(102,932)	-1.25%

Staffing Summary:

	Actual FY 2023-24	Estimate FY 2024-25	Budget FY 2025-26	Change FY 2024-25 to FY 2025-26	% Change FY 2024-25 to FY 2025-26
Full-time Positions:					
Fire Battalion Commander	3.00	4.00	4.00	0.00	0.00%
Captain	12.00	12.00	12.00	0.00	0.00%
Driver Engineer	12.00	12.00	12.00	0.00	0.00%
Firefighters	18.00	19.00	19.00	0.00	0.00%
Fire Chief	1.00	1.00	1.00	0.00	0.00%
Deputy Fire Chief	1.00	1.00	1.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Fire Marshal	0.00	1.00	1.00	0.00	100.00%
Total	**48.00**	**51.00**	**51.00**	**0.00**	**0.00%**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

City of Ormond Beach

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) Municipality

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

22 South Beach Street PO Box 277

Requester's name and address (optional)

6 City, state, and ZIP code

Ormond Beach, FL 32174

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	6	0	0	3	9	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Kelley a McGuire | **Date** 7/29/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Firehouse Subs Public Safety Foundation
Grant Application

SAMPLE

Congratulations! Your organization has met Firehouse Subs Public Safety Foundation's pre-qualification criteria to be considered for a grant.

STOP HERE & PRINT THIS PAGE.
You will not be able to return to this page.

Thank you for your interest in Firehouse Subs Public Safety Foundation, where we are committed to giving back to communities by supporting first responders and public safety organizations with lifesaving equipment and funding resources.

PLEASE APPLY EARLY

IMPORTANT: A maximum of 600 grant applications are accepted on a quarterly basis. Once the maximum number of applications is met, the site will close for the remainder of the quarter.

- *Applications are considered on a quarterly basis ALL approvals and denials will be emailed to applicants within two months after the grant deadline. Please do not email our Foundation regarding the status of your application.*
- **DO NOT** send email inquiries to the Firehouse Subs Care Center or through the Firehouse Subs EMS survey.
- **DO NOT** phone the Firehouse Subs main office or Firehouse Subs restaurants with grant inquiries.

The grant process is a partnership. We greatly appreciate your cooperation and compliance.

SAMPLE

APPLICATION GUIDELINES AND REQUIRED ATTACHMENTS

STOP HERE & PRINT THIS PAGE.
You will not be able to return to this page.

Please prepare the following attachments before you continue. We cannot consider your application if any of the required information is missing.

- **Background/History**
  - Brief history of your department or organization, and how this grant will benefit your community

- **Vendor Equipment Quote/Bid**

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

  - Vendor sales representative first and last name must be included on quote ○ Vendor email address must be included on quote
  - The name & *physical* address of your organization must be included
  - The first and last name of a contact person from your organization must be included ○ Only one vendor quote can be submitted. Your application will not be considered if more than one quote is submitted.
  - Quotes must be itemized ○ Online quotes will not be accepted
  - Must be dated within six months of the application deadline ○ Must contain *only* the item(s) pertaining to your grant request
  - The total dollar amount and equipment quantities in the vendor quote ***MUST MATCH*** the total that your department is requesting on the application
  - Include sales tax and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or tax not included in the quote.
  - Maintenance plans and extended warranties are not permissible
  - Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify them that you are applying for a grant from our Foundation.

Most Recent Financial Information

Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted:

  - A recent - within one month - Balance Sheet which consists of Assets and Liabilities ○ A recent - within one month - Profit & Loss Statement also called an Income Statement ○ A current year annual budget showing projected income and expenses ○ A previous year audit or 990

- **Equipment Inventory**

Inventory documentation must list the name of your organization.

  - Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory.

SAMPLE

- First Responder Organizations: Please include a list of apparatus, vehicles and other specialized equipment. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE)

- **Internal Revenue Service Form W-9 (Rev. October 2018)** ○ *Please contact your accounting department or treasurer to obtain a completed W-9 form. Your application will not be considered if any of the following sections of your W-9 are missing.*
  - Name as shown on your income tax return
  - Entity Name, *if different from line 1*
  - Federal Tax Classification (including Other explanation if required) ▪ Exempt payee code (if any)
  - Address
  - City, State & Zip Code
  - Employer ID Number (EIN)
  - Signed by an official of the organization
  - Dated no more than one year from the submission date of this application

CLICK HERE to preview samples of completed W-9 forms.

FREQUENTLY ASKED QUESTIONS & TIPS

STOP HERE & PRINT THIS PAGE. You will not be able to return to this page.

Please Apply Early. A maximum of 600 applications are accepted on a quarterly basis. Please **do not** contact area restaurants or Firehouse Subs Care center with grants questions.

What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities by providing lifesaving equipment and prevention education tools to first responders, non-profits and public safety organizations. All requests must fall within our funding guidelines via firehousesubsfoundation.org/about-us/funding-areas.

Are there items that your Foundation does not support?

All requests must fall within our funding guidelines found on our website via firehousesubsfoundation.org/about-us/funding-areas. Examples of items that are not supported by our board of directors include:

- body cameras
- building exhaust removal systems
- crash data boxes
- dash cams
- drones and drone accessories
- exercise equipment
- guns/firearms/use of force equipment, riot gear, laser pointers (designators) & tasers
- inflatable bounce houses
- license plate readers
- Narcan & TruNar analyzers
- Cardiac Science Powerheart G3 AEDs & Philips FR3 AEDs
- Polar Breeze thermal rehabilitation systems

- portable message signs
- power load stretchers
- promotional items including apparel, costumes & Pluggie the fire plug/Sparky the Fire Dog robots
- radar detectors
- recording devices
- refurbished equipment
- security systems & surveillance equipment
- stop sticks
- throw bots
- traffic road barriers

Who can apply for this grant?
Fire Departments, law enforcement, EMS, municipal & state organizations, public safety organizations, nonprofits and schools are encouraged to apply for lifesaving equipment.

If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?
We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

Does the Foundation provide reimbursements for purchased equipment?
No. If your organization has already purchased the equipment and is seeking reimbursement, please do not apply.

What are the most common reasons a grant application is marked incomplete?

- Quote is missing the required contact information and/or is not itemized
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information
- The name of the organization is missing on the inventory and/or financials • W9 form is missing the required information

Can my organization submit multiple grant applications?
The Foundation does not accept more than one grant request per organization each quarter. If your organization receives a grant, please wait a minimum of two years from the date of approval to apply again.

Is the Firehouse Subs Public Safety Foundation grant a matching grant? There are no matching funds involved in our organization's grants program.

If my request is more or less than $20,000 will it be considered?
$15,000-$25,000 is a guideline. Requests exceeding $50,000 will be denied.

What financial information should we provide?
Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted: ○ A recent - within one month - Balance Sheet which consists of Assets and Liabilities ○ A recent - within one month - Profit & Loss Statement also called an Income Statement ○ A current year annual budget showing projected income and expenses ○ A previous year audit or 990

What is needed for the required vendor quote/bid attachment?
You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

- Vendor sales representative first and last name must be included on quote ○ Vendor email address must be included on quote
- The name & *physical* address of your organization must be included
- The first & last name of a contact person from your organization must be included ○ Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted.
- Quote must be itemized ○ Online quotes will not be accepted
- Must be dated within six months of the application deadline ○ Must contain *only* the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote ***MUST MATCH*** the total that your department is requesting on the application
- Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
- The cost of maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify the vendor that you are applying for a grant from our Foundation.

What inventory information should I provide?
Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory, and include the name of your organization on the document.

For first responders: The inventory documentation must list the name of your organization. Please include a list of apparatus, vehicles and other specialized equipment, if applicable. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE).

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?
Our Foundation focuses its resources in areas served by Firehouse Subs restaurants, however, we recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60-mile guideline.

When can we expect to find out if our grant has been approved or denied?
Grant award notifications will be emailed to ALL applicants within two months after the grant deadline. Please do not contact the Foundation, restaurants or the Firehouse Subs Care Center with questions regarding your grant status.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?
Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, or firearm simulators.

Does the Foundation only work with specific equipment vendors?
No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. Our goal is to provide the equipment that best fits the needs of our recipients, at the best possible price, to enable us to help more organizations.

Does the Foundation fund requests for refurbished equipment? We do not accept grant requests for refurbished or pre-owned equipment.

Does the Foundation fund requests for patent-pending equipment? We do not accept grant requests for patent-pending products.

Does the Foundation accept requests for partial funding?
We will consider requests for partial funding, however, the balance of funds must be secured and outlined within your grant request. Documentation of partial funding must be included as part of your background/history attachment.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

Firehouse Subs Public Safety Foundation Scholarships Program FAQs

How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement or emergency medical (paramedic or EMT) program at an accredited two- or four-year college, university or vocational technical school for the upcoming academic year. Click here to learn more.

How can accredited schools apply for scholarship funding?

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement or emergency medical (paramedic or EMT) programs by completing the online grant applications via grants.firehousesubs.com.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

SAMPLE

ACCOUNT REGISTRATION

Applicant First Name* _____

Applicant Last Name* _____

Applicant Title* _____

Email* _____ (we prefer an official email address for your organization/department)

Applicant Cell Phone Number * _____

*Please note, this information cannot be edited once submitted.

APPLICANT and DEPARTMENT INFORMATION

Firehouse Subs Public Safety Foundation
Grant Application

Organization/Department: (this must be your organization's official name)_____

Department Tax ID # (xx-xxxxxxx):_____

Mailing Address 1: _____

Mailing Address 2: _____

City, State & Zip Code: _____

Shipping Address: _____

Organization Phone Number: _____ Organization

Phone Extension: _____

Applicant Cell Phone Number:_____

Secondary Applicant* First and Last Name: (must be different from main applicant first & last name)

_____

Secondary Applicant* Cell Phone Number: (must be different from main applicant phone number)

____

_____

Secondary Applicant* Extension: _____

Secondary Applicant* Email Address: (must be different from main applicant email) _____

* Contact information for **two separate individuals** must be included in order for your application to be considered.

SAMPLE

Communities Served: _____

Population: _____
Number of Runs/Calls for Service per Year (for fire, EMS and police only): _____

Local Approval Pre-Qualifications (Select the option that applies to your department/organization) ○ As required by our community, this request has been presented and approved by our local government as part of our process when applying for external funding. ○ Our jurisdiction requires approval from local officials once the award is granted.

○ Our jurisdiction does not require pre-approval from local officials.

SAMPLE

APPLICATION REQUEST INFORMATION

Please select the type of grant you are requesting:

◉ **Equipment Donation/Prevention Education Items**

○ **Scholarships/Continuing Education**

- Please note, our Foundation only reviews scholarship/continuing education grants connected with accredited schools
- For all-terrain wheelchair grant applications, email foundation@firehousesubs.com to request a paper allterrain wheelchair grant application, and please title the email All-Terrain Wheelchair Grant Request

EQUIPMENT DONATION/PREVENTION EDUCATION ITEMS

The Foundation will determine the procurement method if your grant is approved. The equipment purchase will be implemented in one of two ways:

1) The Foundation Team will purchase the requested equipment on your behalf, and the vendor will ship it directly to your organization. Upon delivery, you must email a *signed & dated* copy of the packing slip to the Foundation.

OR

2) You will receive a Memo of Understanding from the Foundation. Once it is signed by both parties, you will receive funding via ACH Transfer to make your purchase according to the approved vendor quote. After you receive your equipment, you must email *signed and dated* copies of all invoices to the Foundation within one week of delivery.

What Equipment are you requesting? Please include the quantity of each item._____

_____

Vendor company name:_____

Sales representative first and last name:_____

Sales representative email address:_____

What is the TOTAL cost of the equipment?

Include sales tax and shipping, where applicable. Requests exceeding $50,000 will not be accepted.

_____

☐ I understand that in order to be considered for funding, the total dollar amount and equipment quantities listed on the submitted quote/bid must match the total above.

Has your department applied for this specific request in the past and been denied?

_____ Yes _____ No

If yes, how many times, prior to this application, has this request been submitted? _____

SAMPLE

Briefly explain how the equipment will benefit your community and your department.

This would have a direct impact on more than _____children and _____senior citizens in our community. (For prevention education items.)

COMMUNITY IMPACT

Have you unsuccessfully reached out to the city for funds to purchase the equipment?

Was there a particular instance where a life would have been positively impacted if you would have had the equipment available?

What positive effects will the equipment specifically have? Please describe how the requested equipment or funding would benefit your local community. We ask that you do not cite national statistics.

SCHOLARSHIPS/CONTINUED EDUCATION REQUESTS

Please note:
Our Foundation only reviews scholarships/continuing education grants connected with accredited schools.

For all-terrain wheelchair grant applications, please email foundation@firehousesubs.com to request a paper All-Terrain Wheelchair Grant Request.

If you are requesting funds for scholarships or continued education:

How do you plan to use the funds requested? _____

What is the amount of funding you are requesting? _____

How many scholarships would the requested funding provide? _____

SAMPLE

Please describe the selection and distribution process for the requested scholarship funding. _____

_____

_____

Has your department applied for this specific request in the past and been denied? Yes _____ No _____

If yes, how many times, prior to this application, has this request been submitted? _____

Please provide a detailed description of how the funding will assist your organization:

_____

_____

COMMUNITY IMPACT

What positive effects will the funds specifically have? Please describe how the requested funding would benefit your local community. We ask that you do not cite national statistics.

_____

_____

FIREHOUSE SUBS RELATIONSHIP

Address of Firehouse Subs location nearest you:

_____

How far is this location from your department?_____Miles

How did you hear about our organization? _____

_____

Has your department received funding from Firehouse Subs Public Safety Foundation in the past two years?

This information will be verified, if submitted incorrectly it will result in an automatic denial. Yes No

It is strongly recommended and greatly appreciated that your organization acknowledges the donation by displaying our Foundation logo on donated items/equipment whenever possible. Please note that the artwork will need to be approved by our Foundation team before being displayed.

If approved for funding we may facilitate a media presentation/press event at a local Firehouse Subs restaurant to demonstrate the equipment and acknowledge the donation. It may take up to a year depending

on location and donation delivery timeframe. In the meantime, we ask that any immediate media announcements regarding the grant award be approved by the Foundation.

By applying, you grant Firehouse Subs Public Safety Foundation (the "Foundation") permission to use your organization's name and identifying trademarks in connection with this application and in connection with the Foundation's solicitations for support.

☐ Initial Acceptance

PIO (Public Information Officer) Name: _____

(If you do not have a PIO, please list a contact for event planning and publicity. This individual will need to be readily available by email and phone.)

PIO e-mail: _____ PIO phone number: _____

SAMPLE

FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION PRINT/VIDEO RELEASE

Applicant First and Last Name: _____

Applicant Organization: _____

Date: _____

The organization listed above, and its affiliates, hereby grant Firehouse Subs Public Safety Foundation, Inc., Firehouse Restaurant Group, Inc. (including its subsidiaries and affiliates) and its officers, directors, nominees, designees, successors, and assigns (hereinafter called "Producer"), permission to use, assign, convey, reproduce, copyright, and publish images or visual likenesses, names, and/or voices ("Personal Information") in any video, photograph, sound or other recording, and/or other media for commercial, informational, educational, advertising, or promotional purposes.

The organization hereby waives any right to inspect or approve the finished product or the advertising copy which may be used in connection therewith, or the use to which it may be applied.

The organization hereby releases, discharges, and agrees to hold harmless Producer from any liability of any nature or description by virtue of any use whatsoever of Personal Information, whether intentional or otherwise, including but not limited to any change that may occur or be produced in the taking of said pictures or images or in the recording of any sound, or in any processing in connection with the completion of the finished product.

☐ By checking this box, the organization listed above, and its affiliates, agree to the terms of the print/video release.

SAMPLE

APPLICATION CHECKLIST

Before submitting, please check that your application has been submitted completely by reviewing the checklist below. Your application will not be considered if any of information requested throughout the application is missing.

Applicant & Alternate Contact Information

- Main applicant contact information must differ from alternate contact information ○ First and last name, email address and phone number must differ

Background/History Attachment

- Has the following documentation been submitted?
- Background/History- Brief history of your department or organization, and how this grant will benefit your community

Vendor Equipment Quote/Bid

- Does the submitted vendor equipment quote/bid include the following information?
  - Vendor sales representative first and last name ○ Vendor email address
  - The name & *physical* address of your organization
  - The first & last name of a contact person from your organization
  - Only one vendor quote has been be submitted ○ The quote must be itemized ○ The quote is dated within six months of the application deadline ○ The quote *only* includes item(s) pertaining to your grant request
  - The total dollar amount and equipment quantities in the vendor quote ***MATCH*** the total that your department is requesting
  - Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
  - Sales tax and freight charges are included, if applicable

Please note: The cost of maintenance plans and extended warranties are not permissible and should not be included in submitted quotes.

Most Recent Financial Information

- Does the submitted financial information include the following information?
  - ○ The organization, city or county name
  - ○ Both revenue and expenses ○ One of the following:
    - A recent - within one month - Balance Sheet which consists of Assets and Liabilities
    - A recent - within one month - Profit & Loss Statement also called an Income Statement
    - A current year annual budget showing projected income and expenses ▪ A previous year audit or 990

SAMPLE

Equipment Inventory

- Does the submitted equipment inventory include the following information?
    - Organization name
    - A list of your organization's apparatus, vehicles and other specialized equipment

NOTE: Equipment inventory is only required for first responder organizations. If your organization does not have apparatus, vehicles or specialized equipment, please ensure a document is attached noting the organization does not have any applicable inventory.

Internal Revenue Service Form W-9 (Rev. October 2018) •

Does the submitted W-9 include the following requirements?

- Name as shown on your income tax return
- Entity Name, *if different from line 1*
- Federal Tax Classification (including Other explanation if required)
- Exempt payee code (if any)
- Address
- City, State & Zip Code
- Employer ID Number
- Signed by an official of the organization
- Dated no more than one year from the submission date of this application

SAMPLE

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.E.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Grant Application - Volusia County ECHO Grant Program 2026		
Recommended Action	Staff recommends approval of a grant proposal submission for this project. This includes planning and setting aside matching funds, as outlined in the resolution. Additionally, staff recommends the Commission authorize the signing of any documents needed to accept the grant if awarded.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Finance - Grants Loretta Moisio, Grants Coordinator		

Summary

This item seeks permission to apply for a grant from the Volusia County ECHO program to fund improvements to the softball fields at the Ormond Beach Sports Complex.

In November 2000, voters in Volusia County approved the ECHO program through a referendum. According to Volusia County Council Resolution 2000-156, the funds from this program can only be used for buying, restoring, constructing, and improving public facilities in environmental, cultural, historical, and outdoor recreation areas. Voters renewed the program for another 20 years in the 2020 elections.

To request funding, a minimum of $12,500 is needed, meaning the total project cost must be at least $25,000 since the program requires a matching amount. This year, the maximum funding request has increased from $600,000 to $2,500,000 for projects, allowing for a total project cost of $5,000,000 under the usual guidelines. The total amount of ECHO grants for a project across multiple years cannot exceed $5,000,000.

To receive ECHO funding, projects must be open for public use within two years of the grant award. A facility can only receive one application per year, regardless of how many organizations apply.

The current ECHO application cycle:

- Mandatory Workshop - April 23
- Mandatory Technical Completeness Application - June 11 (Final applications required)
- Final Application - July 16 (Deadline for correcting and resubmitting any issues)
- Mandatory ECHO Advisory Committee Tour and Eligibility Meeting - August 13
- Mandatory ECHO Advisory Committee Grant Review Meeting - August 27

ECHO requires a 50% local match for funding and does not cover project planning costs. However, some planning costs may be used towards the required match.

To proceed with the application, the City Commission must pass a resolution allowing the application and confirming the budget for local matching funds.

The softball fields were last improved 20 years ago and are heavily used. This project aims to enhance the infields and outfields with new clay, Bermuda sod, irrigation, and new pitching rubber/bases, along with new shade structures, fencing/netting, and improvements to the parking lot.

Financial Impact

The total estimated cost for this project is $2,000,000. The ECHO grant request will be $1,000,000 with the City of Ormond Beach providing $1,000,000 as cash match from Fund 322, Parks & Recreation Dedicated Millage Projects.

Citizen Impact

The softball fields will be closed for a short time while improvements are made to the infield and outfield. Staff will work with the Parks and Recreation Department to manage the field closures and their impact on recreational activities.

Attachments

1. 26-74 ECHO Grant Submittal - OBSC Softball Quad Renovation (P26-0065G)
2. 2026-ECHO-Guidebook-FINAL-ADA
3. DRAFT 2026 ECHO Grant Application OBSC SOFTBALL QUAD

RESOLUTION NO. 2026-74

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE COUNTY OF VOLUSIA UNDER THE ECHO GRANTS-IN-AID PROGRAM FOR FUNDING ASSISTANCE REGARDING THE FIELD IMPROVEMENTS AT THE ORMOND BEACH SPORTS COMPLEX FOR THE SOFTBALL QUAD; 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 County of Volusia has a current grant cycle open under the ECHO Grants-In-Aid Program in which the City can request maximum funding assistance in the amount of $2,500,000.00 with City matching funds on a dollar-for-dollar basis, or 50:50 match, and

WHEREAS, the City Commission desires to submit a grant application to the County of Volusia under the ECHO Grants-In-Aid Program, a draft copy of which is attached hereto and incorporated herein by reference, for the purpose of obtaining funding assistance in the amount of $1,000,000.00 regarding the field improvements for the softball quad at the Ormond Beach Sports Complex ("the Project"), and

WHEREAS, the total Project cost is estimated to be $2,000,000.00, and

WHEREAS, the City is required to make a matching contribution of at least $1,000,000.00, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, 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 ECHO Grants-In-Aid Program in the amount of $1,000,000.00 regarding the field improvements for the softball quad at the Ormond Beach Sports Complex.

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

SECTION THREE. The City Manager hereby certifies that the City's matching funds in the amount of $1,000,000.00 will be derived from the Parks & Recreation Dedicated Millage Projects Fund.

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

APPROVED AND AUTHENTICATED this 9th day of June, 2026.

_____

Jason Leslie
Mayor

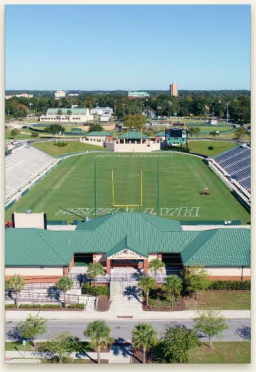
ATTEST:

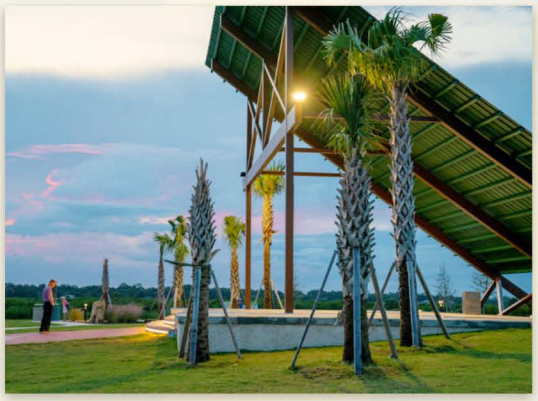
_____

SUSAN CARROLL DAUDERIS
City Clerk

ECHO GRANT PROGRAM | Applicant Guidebook







Volusia County FLORIDA

VOLUSIA ECHO

Enhancing our Quality of Life













- Voter-Approved Since 2000
- Renewed in 2020
- 290+ Projects Funded

To Enhance Our Quality of Life



VOLUSIA COUNTY Community Services Department • 386-943-7081 | echo@volusia.org | volusia.org/echo

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SECTION 1: GRANT PROGRAM FUNDAMENTALS

1.1 Program History and Purpose

The Volusia ECHO program emerged from a grassroots citizen initiative, demonstrating our community's enduring commitment to enhancing quality of life through strategic investments in public facilities. Originally approved by voters in November 2000, the program received renewed support in November 2020, reflecting two decades of successful project implementation and community benefit.

This voter-approved mandate directs ECHO funds toward the acquisition, restoration, construction, and improvement of environmental, cultural, historic, and outdoor recreational projects for public use throughout Volusia County.

Program Goals

The Volusia ECHO Program seeks to enhance the quality of life of Volusia County's residents by working to achieve the following goals over a broad geographic base:

- Provide environmental, cultural, historic, and outdoor recreational opportunities that promote public awareness and stewardship of Volusia County's diverse ecosystem.
- Preserve significant archaeological and historic resources and develop, enhance, and promote heritage tourism opportunities, experiences, and resources.
- Foster public memory and community identity by promoting and providing access to destinations and experiences associated with past events, people, and places within Volusia County.
- Provide high quality, user-oriented outdoor recreational opportunities including access to the Atlantic Ocean through the establishment of oceanfront parks and off-beach parking.
- Improve the quality of life for Volusia's residents by providing access to the cultural arts, increasing cultural-based tourism, and encouraging redevelopment and revitalization of downtown and urban areas.
- Support green infrastructure and nature-based solutions that promote environmental awareness and help citizens make responsible decisions that will protect our environment and ensure future sustainability.

1.2 E, C, H, and O Defined

ECHO funding supports projects that fall into one of four distinct categories. Each category reflects a strategic priority of the voter-approved program. Below are examples of projects in each specific category.

E

Environmental

Environmental learning centers, green infrastructure, and nature-based solutions that connect communities to the natural world.

C

Cultural

Music venues, theaters, art galleries, museums, and creative spaces that support cultural vitality and tourism.

H

Historic

Protection, restoration, and interpretation of historic sites that tell the story of Volusia County.

O

Outdoor Recreation

Playgrounds, sports complexes, nature trails, and beach access points for active, healthy lifestyles.

1.3 Funding Structure and Limits

The ECHO program is funded at up to 0.2000 mills of Volusia County ad valorem taxes. This sustained funding commitment has enabled over 290 projects to date, creating lasting community assets that serve residents and visitors across all demographic and geographic segments of our county.

ECHO Grant Parameter	Amount / Requirement
Grant Award Range	**$12,500 – $2,500,000**
Match Requirement	**Dollar-for-dollar (1:1)**
Funding Cap Per Project/Facility	**$5,000,000**

Multiple Grants and Phased Development

The grant cap supports phased development of larger projects while promoting equitable distribution of funds across the county. A project or facility complex may receive multiple ECHO grants totaling up to $5 million over the life of the program, enabling meaningful, long-term reinvestment in successful community assets.

Projects or facilities that include a substantial expansion of total square footage resulting in significant additional public use may qualify for an additional $5 million, bringing the maximum cumulative award to $10 million. County Council approval is required prior to application for any funding that would exceed the initial $5 million cap.

SECTION 2: ELIGIBILITY REQUIREMENTS

2.1 Applicant Eligibility Criteria

Understanding who can apply for ECHO funding represents the first critical step in developing a successful application. The program recognizes two categories of eligible applicants, each with specific requirements.

Government Entities	Not-for-Profit Organizations (NFPs)
All governments within Volusia County are eligible, including: ▪ Volusia County government ▪ Municipalities within Volusia County	NFPs must meet all the following baseline requirements: ▪ Current federal 501(c)(3) tax-exempt status ▪ Active Florida Dept. of State registration ▪ At least two years of 501(c)(3) status in Florida prior to application deadline **See section 4.3 for complete NFP documentation requirements.*

Exception for Long-Serving Organizations

An organization that has served Volusia County residents for ten or more years but has held formal 501(c)(3) status for less than two years may still qualify. To do so, the organization must provide five years of independently certified audits and management letters demonstrating sound fiscal management and operational capacity. This provision recognizes that some long-established community organizations may have only recently formalized their corporate structure.

Other Eligibility Criteria — All applicants must also meet the following requirements:

- The applicant must have satisfied all administrative requirements of previous grants and agreements received from or administered by the County of Volusia.
- The applicant may have no more than three open projects at one time to be eligible to apply for additional funding. The three-project cap applies organization-wide.
- Projects whose owner/tenant does not provide ECHO-related services as their main mission are ineligible.
- The applicant must agree to provide the required match per the guidelines established in the ECHO Guidebook.

2.2 Clean Hands Requirement Process

To be eligible for ECHO funding, applicants must be in good standing with Volusia County, with no outstanding financial obligations, code violations, or unresolved prior grant compliance issues. ECHO staff will conduct a Clean Hands search on all applicants prior to presenting grant award recommendations to the County Council. Any unresolved findings at the time of the County Council meeting will render the applicant ineligible for a grant award. This review is conducted in coordination with the Volusia County Finance, Growth & Resource Management, Public Works Department, as well as the Volusia County Tax Collector.

Finance	Growth & Resource Management	Public Works	Tax Collector
Outstanding financial obligations to the County	Code violations and zoning or land use non-compliance	Infrastructure or right-of-way obligations	Outstanding taxes, fees, or delinquent accounts

✓ Start Early

Applicants are strongly encouraged to request a Clean Hands search early in the application process. Resolving issues requires proactive engagement with the relevant departments, and resolution may take several weeks. Not-for-Profit organizations must also submit a list of all officers and board members, as individual violations by organizational leaders can affect eligibility.

2.3 Project Eligibility Standards

The Volusia ECHO program funds are to be used solely to finance acquisition, restoration, construction, and improvement of environmental, cultural, historic, and outdoor recreation projects for public use.

Only one application per project, facility complex, or site will be accepted in a single grant cycle. No more than two open ECHO grants are allowed per project site, and projects should not be duplicated in the same service area. County staff determine duplication and eligibility.

Exceptions to the One-Application Rule

Historic restorations, trail systems, green infrastructure, nature-based solutions, off-beach parking projects and established, fully open to the public ECHO related projects are exempt from the single-application restriction. Note that standalone green infrastructure and nature-based solutions projects additionally require a conservation easement or other legally binding document to guarantee long-term management and public access.

2.4 Public Access and Use

ECHO-funded projects must provide unrestricted public access and use measured from the date the restrictive covenant is recorded with the Clerk of Court. This public benefit requirement forms the cornerstone of the ECHO program, ensuring that taxpayer investments create community assets available to all residents.

Eligible projects must provide interior facility access, not just exterior viewing. The exception is green infrastructure or nature-based solutions, where the installation itself provides the public benefit. Projects on educational campuses must clearly separate public-use areas from student-only facilities and provide dedicated public parking. Grantees may not discriminate in fees or terms of use — all Volusia County residents must be charged the same fee.

Projects must be completed and open for public access from the date the grant is awarded, subject to the completion deadlines outlined below.

Grant Amount	Project Completion Deadline
$12,500 – $2,500,000	**Two (2) Years**

2.5 Ownership and Control Requirements

Demonstrating adequate legal control over the project property is a fundamental eligibility requirement that protects the public's investment throughout the length of the restrictive covenant period. Applicants must prove unrestricted control of the property through one of the following methods:

Control Type	Strength	Required Documentation	Key Limitation
Fee Simple Ownership	Strongest	Recorded deed showing unrestricted ownership, free of encumbrances.	Provisional sales contracts or property appraiser records do not qualify.
Long-Term Lease	Acceptable	Lease extending beyond the length of the restrictive covenants; cannot be cancelled without cause.	Lessor must be a government or qualified NFP.
Management Agreement	Limited Use	Letter of intent from property owner + agreement covering grant agreement period.	Applies to state/federal land projects only. Exception: Accepted for trails on County right-of-way and other publicly owned lands. *See Section 5.2 for trail and special project requirements.*

2.6 Ineligible Projects

Understanding what projects cannot receive ECHO funding helps applicants avoid wasting time on ineligible projects. The program has identified several categories of ineligible projects based on twenty years of experience and legal requirements.

Private or Restricted Access — Facilities that limit use to members, students, or specific groups cannot receive ECHO funding, even if they occasionally host public events.

Operational and Maintenance Expenses — ECHO grants exclusively support capital improvements with lasting value. Salaries, program costs, supplies, routine maintenance, and repairs are excluded.

Projects with Insufficient Lifespan — Projects involving depreciable items lasting less than the restrictive covenants period generally cannot receive funding unless the applicant demonstrates capacity for replacement over the covenant period.

SECTION 3: FINANCIAL REQUIREMENTS

3.1 Match Categories

All applicants must provide a dollar-for-dollar (1:1) match equal to their grant request. Documentation of match must be included in the application. The following sections detail acceptable match categories, composition requirements by organization type, and documentation standards.

Code	Category	Key Rules and Documentation
UC	**Unencumbered Cash**	Liquid funds in bank. Executed grants from other sources also qualify once contracts are signed. Irrevocable pledges backed by notarized commitment letters also qualify. All funds must be documented in bank accounts prior to the Grant Review Panel.
PSC	**Previously Spent Cash**	Eligible project costs within the seven-year period prior to the application (e.g., A&E services, environmental assessments). Requires copies of invoices with cancelled checks or bank statements proving payment.
IK	**In-Kind Services**	Donated professional services, materials, or volunteer labor. Professional and non-professional services/tasks must be valued at standard market rates and volunteer labor values should use Independent Sector rates. All must be documented through written agreements or time sheets for non-professionals.
LM	**Land Match**	Current market value of property dedicated to the project — counts for up to 25% of required match only. **Exception: Trail projects on the County Trails Master Plan may use land match for up to 100% of required match. See section 5.2.*

Important Notes on Land Match:

- Property value used as match is fixed at the amount documented in the first ECHO grant application for that site.
- Property previously used as match to secure ECHO or non-ECHO grants is ineligible for ECHO match.
- Property donated by Volusia County, acquired through County funding sources (including ECHO or Volusia Forever), or located on State or Federal land is not eligible for land match.

3.2 Match Requirements by Organization Type

The required composition of the 1:1 match varies based on organization type and size. The operating budget is determined by averaging the organization's unrestricted operating revenues or expenditures over the three most recent complete fiscal years, providing a fair assessment of organizational capacity.

Organization Type	Annual Operating Budget	Minimum Cash Required	Other Match Allowed
Volusia County, Municipal Government or Large Not-for-Profit	$500,000 or greater	50%	Up to 50% (max 25% LM; PSC and/or IK)
Medium Not-for-Profit	$250,000 – $499,999	30%	Up to 70% (max 25% LM; PSC and/or IK)
Small Not-for-Profit	Under $250,000	20%	Up to 80% (max 25% LM; PSC and/or IK)

3.3 Documenting Your Match

Proper match documentation can determine application success. Inadequate documentation remains one of the most common reasons for application rejection. Each match category requires specific forms of verification and must be for the project in the application.

Municipal Resolutions — Fully executed resolutions specifying the pledged dollar amount, project name, and date funds will be available.

Bank Statements and Financial Records — Must clearly show available funds designated for the ECHO project — not general organizational reserves. Annotate relevant items and provide explanatory notes connecting bank records to specific budget line items.

Grant Award Documentation — Executed contracts or award letters specifying amounts, purposes, and any restrictions on use. Include correspondence confirming that other funders approve of their grants being used as ECHO match.

Invoice and Payment Records — Create an unbroken chain from purchase order through payment, including vendor invoices, organizational approval, check copies (front and back), and/or bank statements for electronic payments.

In-Kind Contribution Letters — Written on donor letterhead, signed, dated, and notarized — specifying exact services or materials donated, their market value with basis for valuation, and confirmation that donations are complete or irrevocably committed.

Appraisals and Property Documentation — A professional appraisal completed within the past year or a current property appraiser valuation. Acquisition projects require professional appraisals not more than six months old.

3.4 Eligible vs. Ineligible Expenses

The table below summarizes expense eligibility for both ECHO grant funds and match credit. The program's focus is on creating lasting capital improvements rather than supporting operations.

Expense Type	ECHO Funds	Match Credit	Notes
✓ = Eligible ✗ = Ineligible			
Construction & Installation	✓	✓	All materials and labor for building, improving, or restoring facilities including specialties.
Architectural & Engineering Services (Prior to grant award)	✗	✓	Qualifies for match credit only; cannot be paid with ECHO funds.
Professional Audit / AUP Services	✗	✓	(AUP) Agreed-upon procedures for grant application qualify as match only.
Grant Writer Costs (NFPs <$200K)	✗	✓	Up to $7,500 may be applied as match for qualifying small NFPs under $200K.
Permanent Playground Equipment	✓	✓	Fixed equipment that becomes part of the facility and serves public use.
Interpretive / Educational Signage	✓	✓	Signage enhancing public understanding of the facility or its significance.
ECHO Recognition Signage	✗	✓	Required for all projects; qualifies as match but cannot be paid with ECHO funds.
Feasibility Studies / Permits	✗	✗	Conceptual planning and permits prior to project commitment is ineligible.
County Funds / Sources	✗	✗	Funds from a county source are ineligible as match unless the County is the applicant.
Expenditures from Tax Increment Financing Districts or CRAs	✗	✗	Must be pre-approved by County Council for a project with countywide economic impact.
Office Furniture / Admin Computers	✗	✗	Movable items that could be redirected from public use.
Salaries / Operations or Maintenance Expenses including Maintenance Facilities	✗	✗	ECHO funds capital improvements only — not operations or maintenance.
Contingency Funds	✗	✗	Ineligible for both ECHO funds and match.
Legal and Tax Services (including closing costs)	✗	✗	Ineligible for both ECHO funds and match.

SECTION 4: APPLICATION REQUIREMENTS

4.1 Application Timeline and Required Steps

The ECHO application process follows a structured timeline designed to ensure thorough review while providing adequate time for applicant preparation and response. An annual grant cycle typically opens in April and concludes with County Council approval in October. Consult the ECHO website for current cycle dates, as they vary annually.

> ⚠ **Mandatory Attendance**
> Attendance at the Grant Workshop, Site Tour and Eligibility Meeting, and Grant Review Panel is mandatory. Failure to attend any of these sessions will disqualify the application from further consideration.

**Dates shown are representative of a typical cycle. Consult volusia.org/echo for current cycle dates.*

Step	Milestone	What to Expect
01	**Grant Workshop** *April — Mandatory*	At least one project representative must attend the full session to maintain eligibility.
02	**Technical Application** *June — All attachments due*	Staff review identifies eligibility issues while time remains for correction.
03	**Final Application** *July — No changes after this*	Complete proposal for evaluation. No additions or corrections accepted after deadline.
04	**Site Tour & Eligibility** *August — Mandatory*	Applicants host the ECHO Advisory Committee on-site. 10-minute presentation maximum.
05	**Grant Review Panel** *August — Mandatory*	The ECHO Advisory Committee convenes as the Grant Review Panel to score applications. Projects scoring 80+ recommended for funding.
06	**County Council** *October — Final approval*	Council reviews recommendations and makes final funding decisions.

4.2 Scoring Criteria and Evaluation

The ECHO Advisory Committee evaluates applications using standardized criteria that assess project merit, organizational capacity, and public benefit. Scores are averaged across committee members with the highest and lowest scores removed.

Pts	Category	Evaluation Focus
25	**Administrative Compliance**	Completeness, accuracy, project readiness, and adherence to guidelines.
25	**Project Description**	Clarity of purpose, public benefit, and ECHO goal alignment.
25	**Budget Detail**	Realistic costs, secured match, and financial planning.
25	**Operating Forecast**	Sustainability, maintenance planning, and long-term viability.
TOTAL: 100 Points | Threshold for Committee Recommendation: 80+		

4.3 Application Components

The final application represents your complete proposal for ECHO Advisory Committee evaluation and scoring. All required documentation must be submitted by the deadline — no changes, corrections, or additional materials will be accepted after submission.

Core Documentation Requirements (all applicants):

- Applicants contact information and organizational mission
- Project information (location, type, ECHO category)
- Property documentation establishing the required twenty-year control (deed, lease, or agreement)
- Project funding detail including all matching funds
- Project team information including key personnel such as project manager and budget administrator
- Letter of intent to sell from owner (acquisition projects only)
- Maintenance and Operations Certification and Compliance Form (executed by officials with appropriate contract authority; for NFPs: signed by the CFO and authorized by the Board of Directors)

Additional Requirements for Not-for-Profit Organizations:

- Official IRS determination letter granting 501(c)(3) status
- Most recent Uniform Business Report (Annual Report) filed with the FL Div. of Corporations
- Bylaws/Charter as filed with the FL Div. of Corporations
- Most recent 12 consecutive months of Board Minutes

4.4 Operating Forecast & Business Plan

All ECHO-funded projects are subject to a restrictive covenant requiring the facility or site to remain operational, accessible to the public, and properly maintained. A comprehensive Business Plan is required as part of your final application. It must demonstrate your organization's long-term capacity to sustain this project through sound financial planning, operational management, and community engagement.

The business plan must be specific to Volusia County and the proposed project and must directly address the questions outlined in the application. Responses should include realistic attendance or usage projections based on comparable facilities or professional studies, a detailed maintenance and replacement plan, staffing structure, fee schedules, partnership strategies, and a financial outlook for the current and upcoming fiscal years. Incomplete or insufficiently detailed responses may affect the eligibility and scoring of your application.

4.5 Feasibility Study

All ECHO-funded projects must demonstrate practicality, community need, and organizational capacity to successfully complete and sustain the project over the restrictive covenant period. A feasibility study must be specific to Volusia County and the proposed project and must directly address the questions outlined in the application. The study must cover community need and support, site and regulatory compliance, construction and materials, and market and attendance projections.

4.6 Marketing Plan

A marketing plan must be specific to Volusia County and the proposed project, along with a complete marketing checklist, and address the questions outlined in the application. The plan should describe how the organization will ensure robust public use of ECHO investments, identify target audiences and strategies to reach underserved populations, describe partnerships that expand access and resources, explain how the facility will be promoted to tourists and non-residents, and include measurable goals for attendance, program participation, and community benefit.

4.7 Financial Documentation Requirements

The documentation required varies by organization type but must demonstrate fiscal stability and capacity to manage public funds. The operating budget is determined by averaging the three most recent complete fiscal years.

Organization Type	Annual Budget	Required Financial Documentation
Government Entity	Any size	GASB 34 compliant financial statements with management letters and responses.
Large Not-for-Profit	$500,000+	Certified financial audit (within 18 months) + management letter + most recent month-end financial statement.
Medium Not-for-Profit	$250,000 – $499,999	Financial statement review + management letter + most recent month-end financial statement.
Small Not-for-Profit	Under $250,000	Agreed-upon procedures report + recent month-end financial statement.

4.8 Drawings

Documentation requirements vary based on project type. Construction documents submitted with the technical application must be 100% complete and ready for the procurement process. ECHO grant funds may only be used for final construction drawings generated after grant award and after a Notice to Proceed has been issued by the County.

All applicants must submit the following:

- Current Drawings and Excavation Plans — Reflecting existing structures and site conditions at the time of application.
- Vacant Land Acquisition Projects — Conceptual drawings of improvements to be completed within two years of acquisition.
- Street Locator Map — Physical location of the project including road names and a directional reference.
- Site Plan — Building footprints, travel ways, parking, and landscaping, including site survey, trees, topography, civil drawings, and water retention/drainage/circulation.
- Preliminary and Schematic Drawings — Must include a general model of the floor/site plan showing the location of project elements. A Florida-friendly landscape plan consistent with University of Florida IFAS guidelines is suggested.
- Design and Development Documents — Selection of materials and engineering systems, detailed cost estimate, and identification of environmentally sustainable materials.
- Construction Documents — Written and graphic instructions including building systems, floor plans, elevations, site utilities, and ADA information.

✓ Simplified Documentation for Standard Improvements

For projects involving the improvement of previously engineered sites, pre-engineered structures, such as playgrounds, prefabricated buildings, pavilions, and modular restrooms, etc. may substitute manufacturer's engineered plans and installation specifications in lieu of custom architectural and engineering drawings for those components. This exception applies only to the prefabricated elements themselves. The site should already be pre-engineered.

SECTION 5: SPECIAL PROJECT TYPES

5.1 Acquisition Projects

Property acquisition projects require special consideration as the purchase itself must occur after grant award, creating unique timing and documentation challenges. These projects enable organizations to secure strategic properties for future ECHO-eligible development while property remains available and affordable.

Purchase Documentation Requirements — Provide notarized letters of agreement to sell from current owners specifying price and terms. Include professional appraisals not more than six months old — State Certified or MAI appraisers are required for properties over $250,000. Document any environmental issues through Phase I environmental assessments. For properties under $250,000, certified general appraisals with narrative analysis suffice.

Development Commitments — Submit conceptual development plans showing proposed uses and facilities, along with preliminary cost estimates demonstrating financial feasibility and operating plans for maintaining the undeveloped property during any interim period.

5.2 Trail and Off-Beach Parking Projects

Trail projects and off-beach parking facilities receive special consideration recognizing their linear nature, multi-jurisdictional coordination requirements, and importance to recreation and beach access throughout the county.

All projects described in this section must guarantee the public's right to continue access and undisturbed use for the full length of the restrictive covenants period regardless of the property control method used. The standard legal control requirements for ECHO-funded projects are established in section 2.5.

The provisions below describe the specific exceptions and alternative pathways available for trail and off-beach parking projects only. All other eligibility requirements remain in place.

County Trails Master Plan Projects — Adopted trail segment projects included in the County Trails Master plan receive flexible property control treatment. Management agreements or use permits may substitute for ownership or leases when trails cross government-owned lands or rights-of-way, provided these agreements still guarantee the full length of the restrictive covenants period for public access. Match Credit: The value of land made available for trail development may count as 100% of the required match, recognizing that land represents the primary cost of trail projects.

Trails on County Right-of-Way — Trails on County right-of-way or property that is unavailable for purchase or lease may satisfy the legal control requirement through a Management Agreement or Use Permit with the following terms: minimum ten-year term and automatic ten-year renewal. All trail projects remain subject to the full length of the restrictive covenants period and public use requirement. If the public use period is reduced for any reason, penalties specified in the Restrictive Covenants will apply.

Trails and Projects on Public Lands Not Owned by Applicant — For projects included in the County's Trails Master Plan or located on publicly owned lands, applicants may provide a Use Permit or Management Agreement in lieu of restrictive covenants and unrestricted ownership. If the agreement dissolves before the required period expires, the grantee must repay the County in accordance with the terms of the Restrictive Covenants and the final ECHO Grant Agreement.

Management Agreements on State or Federal Land — Applicants must provide – at minimum - a letter of intent from the property owner that demonstrates: the owner's agreement to execute a Management Agreement; the owner's capacity to manage and maintain the property; and the owner's understanding of the project scope and application commitments. A fully executed Management Agreement will be required prior to grant execution.

Off-Beach Parking Facilities — Eligible improvements include property acquisition, parking lot construction, and amenities such as restrooms, showers, and shade structures. Organizations that have recently purchased strategic properties for off-beach parking purposes may seek ECHO reimbursement support for those acquisition costs. All off-beach parking projects must demonstrate coordination with beachfront communities and include pedestrian connections to beach access points.

5.3 Critical Historic Acquisition and/or Stabilization Grant

The Critical Historic Acquisition and/or Stabilization Grant program is to be used solely to finance the acquisition and/or stabilization of historically designated sites at immediate risk of loss due to demolition threats, severe neglect or deterioration, development pressure, newly discovered structural issues, or intentional neglect to obtain demolition permits.

The applicant must demonstrate the immediate need for assistance, provide credible evidence of importance of the historic site/structure and the critical need that has resulted in the request for funding support outside of the normal ECHO grant cycle. Given the urgent nature of these projects, interested applicants should contact ECHO staff immediately upon identifying a threatened historic resource.

Requirement	Detail
Application Cycle	Accepted year-round on a rolling basis outside the annual ECHO grant cycle
Maximum Grant	$2,500,000 (one-time)
Match Requirement	Dollar-for-dollar (1:1)
Property Age	Must be over 50 years old **AND** meet one of the following designations below
Historic Designation	Listed on National Register, contributing property in historic district, local designation, or eligible with documented significance
Professional Standards	All work must adhere to Secretary of Interior's Standards for Treatment of Historic Properties
Approvals	Historic Preservation Board and review by County Historic Preservation officer is required
Contractor Experience	General Contractor, Project Manager and Superintendent must have completed at least three historic restoration projects within the past ten years
Covenant Period	Full length of the restrictive covenants period included as part of the agreement
First Step	Pre-application meeting with ECHO staff required
Project Completion Deadline	Two (2) Years

SECTION 6: AWARD & CONSTRUCTION

6.1 Post-Award Requirements

Following County Council approval, successful applicants must complete several administrative requirements before receiving authorization to begin construction and access grant funds.

#	Requirement	Key Provisions
1	**Grant Agreement Execution**	Incorporates all application representations as contractual obligations. Must be signed by the grantee's authorized representatives prior to the County Council's execution.
2	**Restrictive Covenant Recording**	Creates a deed restriction recorded with the Clerk of Court before Notice to Proceed. Property owners and mortgage holders must sign. Recording fees are the grantee's responsibility.
3	**Insurance & Bonding**	General liability insurance, naming the County as additional insured is required throughout construction. Performance and payment bonds must cover 100% of construction contracts. Required for all projects.
4	**Notice to Proceed (NTP)**	All pre-construction requirements must be satisfied before issuance. Only expenses incurred after issuance of the NTP qualify for ECHO reimbursement.

6.2 Construction Phase Management

Successful construction phase management ensures projects are completed on time, within budget, and in compliance with all grant requirements. Government entities must follow their adopted procurement policies, which typically require formal bidding for construction contracts. Organizations must balance efficient project delivery with thorough documentation and regulatory compliance.

6.3 Reporting and Payment Requests

The County's reimbursement-based payment system requires grantees to manage cash flow while maintaining detailed documentation. Quarterly progress reports and payment requests are the primary accountability mechanisms during construction.

Reporting Quarter	Report Due Date
Q1 — January 1 – March 31	**April 30**
Q2 — April 1 – June 30	**July 31**
Q3 — July 1 – September 30	**October 31**
Q4 — October 1 – December 31	**January 31**

Payment Request Requirements (submitted at least quarterly):

- Detailed invoices from vendors and contractors, including item description, provider, application/invoice number, amount requested, and date.
- Proof of payment through cancelled checks or electronic transfer confirmations.
- Lien releases for completed work (written documentation from contractors and subcontractors confirming payment and waiving lien rights for work completed to date).

6.4 Changes, Extensions, and Modifications

Construction projects rarely proceed exactly as planned. Formal processes exist to address changes while maintaining grant compliance and public benefit.

Change Type	Approval Authority	Key Conditions
Budget change not affecting project intent or scope	**ECHO Staff**	Public benefit unchanged; grant amount does not increase; no effect on restrictive covenant.
Time extension up to 365 days	**ECHO Staff**	Written request at least 60 days before deadline; compelling circumstances documented; clear completion plan provided.
Scope change that alters the intended use or central design of a facility	**ECHO Advisory Committee + County Council**	Allow 2–3 months for review. Includes changes to fundamental design, reductions in public benefit, or changes the intended use of the facility.
Time extension beyond 365 days	**ECHO Advisory Committee + County Council**	Extraordinary circumstances only: natural disasters, litigation, major environmental discoveries, or declared emergencies.

✓ Submit Changes Early

Applicants are strongly encouraged to submit change requests as soon as a need is identified. All requests must be submitted in writing with a description and justification, revised budgets and schedules, and an assessment of the impact on public benefit.

SECTION 7: LONG-TERM COMPLIANCE

7.1 Commitment Overview

The public use commitment is the fundamental obligation associated with every ECHO grant award. It ensures that public funds create lasting community benefit beyond initial construction and requires sustained organizational commitment throughout the full compliance period. Restrictive covenants are legally binding obligations recorded against the property that ensure public access regardless of future ownership or organizational changes. These covenants run with the land and survive leadership transitions, financial challenges, and evolving organizational priorities.

Covenant Period — Key Terms

The period is measured from the date the restrictive covenant is recorded with the Clerk of Court — not from construction completion or grant award date. All obligations during this period include unrestricted public access consistent with application representations; County inspection rights to verify compliance; prohibition on encumbrances that would impair public use; and maintenance obligations ensuring the facility remains safe and functional.

Liquidated Damages for Covenant Violations: (Example 20-year commitment)

Covenant Period	Violation Type	Financial Consequence
Years 1 – 10 First decade of covenant	Any violation of restrictive covenant terms, including failure to maintain public access or facility upkeep.	**100% Repayment**
Years 11 – 20 Second decade of covenant	Any violation of restrictive covenant terms during the final decade of the public use period.	**Pro-Rated Repayment**

Note: The twenty-year period is measured from the date the restrictive covenant is recorded with the Clerk of Court — not from construction completion or grant award.

Subordination Requirements

Existing mortgage holders must agree to subordinate their interests to the public use requirements of the covenant. New financing requires County notification and may require County consent. Property transfers require the assumption of covenant obligations by new owners, and all lease agreements must acknowledge and incorporate covenant requirements.

7.2 Annual Reporting Requirements

Annual reports are due February 15th and commence the year following project completion for the length of restrictive covenants filed for the individual project. These reports document continued public access and use, track performance against promised outcomes, identify emerging maintenance or operational issues, and maintain institutional memory across leadership changes.

Purpose of Annual Reports:

Required report elements include operating schedules and public access hours; attendance figures and program types; fee schedules showing compliance with non-discrimination requirements; programming descriptions demonstrating ECHO purpose alignment; partnerships developed or maintained; success stories and community impact examples; challenges faced and mitigation strategies; and plans for the upcoming year including any anticipated changes.

7.3 Publicity and Recognition

Public recognition of ECHO investment acknowledges taxpayer support for community facilities, builds program awareness, encourages future voter support, and creates community pride in public investments.

Temporary Construction Sign	Permanent Recognition Sign
When: Within 90 days of grant award **Size:** Minimum 32 square feet **Material:** Weather-resistant, professional appearance **Required:** Volusia County and ECHO logo **Funding:** Match only (not ECHO funds)	**When:** Upon project completion (staff approval required) **Size:** Minimum 8 square feet **Material:** Bronze, engraved granite, Corian, or bronze-finished aluminum **Required:** Volusia County and ECHO logo **Funding:** Match only (not ECHO funds)

Required Language — Temporary Construction Sign:

County of Volusia and [Grantee Name]

[Project Name, Type of Project]

Working together to improve Environmental, Cultural, Historic and Outdoor Recreation opportunities for our residents and visitors. This project is funded by the voter-approved Volusia ECHO grant program.

Required Language — Permanent Recognition Sign:

This project was funded in part by the Volusia ECHO Program, approved by voters in 2000 and renewed in 2020 to finance Environmental, Cultural, Historic, and Outdoor Recreational opportunities throughout Volusia County.

[Year of the Award]

Website and Marketing Materials — County and ECHO logos must appear on organization and project websites within 90 days of award. All promotional materials, whether print or digital, must acknowledge ECHO support. Press releases and social media posts about the facility should reference ECHO funding.

7.4 Monitoring

ECHO program staff must be granted site access throughout the covenant period. Sites will be visited on a triennial basis at minimum; sites with concerns will be visited annually or more frequently until three consecutive clean monitoring reports are received.

A monitoring worksheet will be completed after each visit. The review will confirm public accessibility and use to the facility/project, ADA accessibility, use of the facility consistent with the original application, that grant items are maintained in good working order, and that a permanent ECHO sign is displayed in a prominent location.

7.5 Project Compliance Standards

All ECHO projects must meet applicable federal, state, and local regulations, with particular attention to accessibility and environmental standards.

Americans with Disabilities Act (ADA) Compliance — Section 504 of the Rehabilitation Act of 1973 and the ADA of 1990 prohibit discrimination based on disability. All new construction, restoration, and improvement work funded through ECHO must meet current ADA standards without exception. Programming must include accommodation procedures for participants with disabilities, and ongoing maintenance must preserve accessibility features in operable condition. When Florida law prescribes access measures exceeding federal standards, applicants must comply with the more stringent requirement.

Florida Building Code Requirements — Chapter 553 addresses accessibility requirements that may exceed federal ADA standards. Hurricane resistance standards require enhanced structural design and impact protection. Local amendments may impose additional requirements that must be researched and incorporated.

Green Building Standards — Where feasible, applicants are encouraged to incorporate sustainable design features, such as LED lighting, Florida-friendly landscaping, and energy-efficient systems, that demonstrate a commitment to sustainability and help reduce long-term operating costs. LEED certification or equivalent green building standards, while not required, are viewed favorably. The ECHO Program recognizes that not all project types can accommodate these elements.

SECTION 8: RESOURCES & SUPPORT

8.1 Quick Reference Checklist

PRE-APPLICATION

- Verify organization eligibility (government or qualified 501(c)(3))
- Confirm project eligibility (public access, appropriate category)
- Request a Clean Hands search
- Secure property ownership or control documentation (deed, lease, or management agreement)
- Attend Grant Workshop (mandatory)
- Identify and document all match sources
- Develop preliminary design documents
- Prepare financial documents (audit, review, or agreed-upon procedures)

APPLICATION

- Submit technical application by deadline — all sections and attachments
- Review and incorporate staff feedback
- Complete final application — all sections and attachments
- Attend Site Tour and Eligibility Meeting (mandatory)
- Attend Grant Review Panel (mandatory)
- If eligible, execute grant agreement prior to County Council meeting
- Attend County Council meeting

IMPLEMENTATION

- Record restrictive covenants with Clerk of Court
- Execute Grant Agreement
- Obtain performance and payment bonds
- Secure all permits
- Follow procurement requirements
- Install temporary construction signage (within 90 days of award)
- Submit quarterly progress reports
- Document all expenses and maintain full audit trail
- Request payments with proper backup at least quarterly
- Complete project within required timeline
- Install permanent recognition signage (upon staff approval)

LONG-TERM COMPLIANCE (Length of Restrictive Covenants)

- Submit annual reports every February 15th
- Maintain public access for the length of the covenant period
- Preserve facilities in good condition — safe and functional for public use
- Update websites and marketing materials with ECHO recognition
- Plan for major maintenance and equipment replacement over the covenant period

8.2 Contact Information and Resources

Volusia County ECHO Program

Community Services Department | Resource Stewardship Division, Room 200
123 W. Indiana Avenue, DeLand, FL 32720
Phone: (386) 943-7081 | Email: echo@volusia.org
Website: www.volusia.org/echo

ECHO Manager: Daniel Marsh | dmarsh@volusia.org
ECHO Administrative Specialist: Jill Marcum | jmarcum@volusia.org

The ECHO Advisory Committee meets quarterly to review program implementation and make funding recommendations. Meeting schedules and agendas are posted on the County website. Public comment opportunities are provided at each meeting.

The voter-approved Volusia ECHO program continues to enhance quality of life throughout Volusia County by supporting environmental, cultural, historic, and outdoor recreation projects that create lasting community benefit.

8.3 Definitions

ACQUISITION means the purchase of real property – including land, buildings or both – for an ECHO-eligible environmental, cultural, historic or outdoor recreation purpose.

ADVISORY COMMITTEE means the nine-member Committee appointed by the County Council to oversee the ECHO program and make recommendations for funding of the ECHO grant dollars to the County Council.

AGREED-UPON PROCEDURES (AUP) mean an engagement conducted by an independent certified public accountant in which the accountant performs specific procedures agreed upon by the client and other specified parties and reports findings without expressing an opinion or conclusion. For ECHO purposes, AUP engagements are used in lieu of a full financial audit for qualifying small Not-for-Profit organizations and are conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA).

APPLICANT means a qualifying 501(c)(3) organization incorporated in the State of Florida with its principal office located in Volusia County, a municipality of the County of Volusia, or a budgeted organization of Volusia County Government.

CASH ON HAND means unencumbered cash dedicated to the ECHO project listed in the application.

CERTIFIED FINANCIAL AUDIT means an examination of financial statements to determine whether operations are properly conducted in accordance with legal and regulatory requirements. Financial audits must be conducted in accordance with generally accepted auditing standards and governmental auditing standards. These audits should include a Management Letter and a Response Letter.

CERTIFIED GENERAL APPRAISAL means a narrative appraisal, including a written analysis, opinion, or conclusion issued by an appraiser relating to the nature, quality, value, or utility of a specified interest in, or aspect of, identified real property and includes a report communicating an appraisal analysis, opinion, or conclusion of value regardless of title.

CERTIFIED GENERAL APPRAISER (not the County Property Appraiser) means a person who is certified by the Florida Department of Business and Professional Regulation and is qualified to issue appraisal reports for any type of real property.

CLEAN HANDS means a determination that an applicant is in good standing with Volusia County, with no outstanding financial obligations, unresolved code violations, or prior grant compliance issues.

COMPLEX means a building or multiple buildings on the same site that share infrastructure or supporting facilities, amenities, signage, or designation, or has other attributes of actual or perceived linkage.

CONSTRUCTION means the building of a new facility, structure, or physical improvement on a site where no such facility previously existed, or the addition of a new structure or feature to an existing site that results in a significantly new public experience.

CRITICAL HISTORIC ACQUISITION AND/OR STABILIZATION GRANT means a special grant category available outside the standard annual ECHO grant cycle, used solely to finance the acquisition and/or stabilization of historically designated sites at immediate risk of loss due to demolition threats, severe neglect or deterioration, development pressure, newly discovered structural issues, or intentional neglect to obtain demolition permits. The maximum award is $2,500,000 with a required 1:1 match. Properties must be over 50 years old and meet applicable historic designation criteria. A pre-application meeting with ECHO staff is required. All work must adhere to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

COUNTY COUNCIL means the seven elected members of the Volusia County Council.

CULTURAL PROJECT (Category "C" of ECHO) means a site, building or facility which shall be designed specifically for the production, presentation, exhibition, or any combination of the above functions of any of the cultural disciplines, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folk arts, photography, crafts, public media, and includes historical and science museums.

ENVIRONMENTAL ASSESSMENT LEVEL I means appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice and the provisions of CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) and ASTM E1527-21 (American Society for Testing and Materials).

ENVIRONMENTAL PROJECT (Category "E" of ECHO) means a site, building, facility, or natural system that provides the public with access to an environmental experience or education opportunity, including environmental learning centers, green infrastructure installations, and nature-based solutions that connect communities to the natural world and promote responsible stewardship of Volusia County's ecosystem.

FEE SIMPLE OWNERSHIP means unrestricted ownership of real property, including the power of disposition, free of encumbrances. Documentation must be a recorded deed. Provisional sales contracts, property appraiser records, binders, or letters of intent do not qualify as proof of fee simple ownership.

FINANCIAL STATEMENT REVIEW means performing inquiry and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial statements for them to be in conformity with GAAP or, if applicable, OCBOA (Other Comprehensive Basis of Accounting). All audits and reviews of Not-for-Profits and governments must include a Management Letter and a Response Letter.

FISCAL STABILITY means the financial results of operations, available resources, and the organizational plan to resolve deficit problems. A concern for fiscal stability would be indicated by multi-year operating deficits and declining fund balances.

FUNDING CAP means the maximum cumulative ECHO grant funding a project or facility complex may receive over the life of the program. The standard cap is $5,000,000. Projects involving a substantial expansion of total square footage resulting in significant additional public use may qualify for an additional $5,000,000, bringing the maximum cumulative award to $10,000,000. County Council approval is required prior to application for any funding that would exceed the initial cap.

GRANT AWARD RANGE means the minimum and maximum ECHO grant amounts available under the ECHO grant cycle. The minimum grant request is $12,500 and the maximum grant request is $2,500,000. All applicants must provide a 1:1 match equal to their grant request. Projects will be held to the funding amount approved at the time of application.

GRANT PERIOD means the time period established in the grant agreement during which the grantee is authorized to expend ECHO funds and complete the approved project. The grant period begins upon execution of the grant agreement and ends on the project completion deadline, subject to any extensions approved in accordance with program guidelines.

GREEN INFRASTRUCTURE means the range of measures that use plant or soil systems, permeable pavement or other permeable surfaces or substrates, stormwater harvest and reuse, or landscaping to store, infiltrate, or evapotranspire stormwater and reduce flows to sewer systems or to surface waters. (United States Environmental Protection Agency)

HISTORIC PROJECT (Category "H" of ECHO) means a site, building, or facility that preserves, restores, or interprets significant historic resources for public access and use, and is listed on the National Register of Historic Places, designated by Federal, State, or local government as historically significant, or documented as eligible for such designation. Historic projects may include museums, heritage sites, archaeological sites, and historically designated structures that provide interpretation, or educational experiences rooted in Volusia County's history and cultural identity.

IMPROVEMENT means capital modification or upgrade to an existing facility, structure, or site that increases its functionality, capacity, safety, accessibility, or public benefit without constituting new construction or restoration.

IN-KIND CONTRIBUTION means the documented fair market value of non-cash contributions provided by the grantee or third parties that consist of real property or the value of goods and services directly benefiting and specifically identifiable to the project.

LEASE means a contract that conveys unconditional use of real property for a specific period of time. The minimum period of time shall be consistent with requirements set forth in the Guidebook and the required length of the lease shall be determined from the final application deadline date. Leases shall not be cancelable without cause.

LEED — Leadership in Energy and Environmental Design — means a green building rating system that encourages and accelerates global adoption of sustainable green building and development practices through the creation and implementation of universally understood and accepted tools and performance criteria.

LIFE EXPECTANCY OF MAJOR PROJECT COMPONENTS means the estimated useful service life of significant structural, mechanical, electrical, site, or specialty components incorporated into an ECHO-funded project.

MAI CERTIFIED APPRAISER means an appraiser who has completed the necessary training to achieve Membership in the Appraisal Institute.

MAINTENANCE means providing care, upkeep, repair, or support for a physical piece of property. Maintenance expenditures are NOT allowed to be used for ECHO or Match dollars.

MAINTENANCE AGREEMENT means an agreement/contract outlining the obligations the service provider will undertake to ensure the upkeep, repair, and serviceability of the grantee's project site.

MANAGEMENT AGREEMENT means a legal agreement/contract between the grantee and the service provider responsible for managing the site. It outlines the specific roles, responsibilities, and duties of each party involved and should include the scope of duties, expected duration, payment terms, and must address any potential modifications or cancellations.

MANAGEMENT LETTER means a formal, written document that conveys the CPA's findings and observations about aspects of the client's business. It may describe certain procedures performed in an engagement and identify ideas and recommendations that can improve the entity's operations.

MASTER TRAIL PROJECT means a specific segment of the Trail Master Plan that was approved by the County Council.

MONTH-END FINANCIAL REVIEW means the performance of inquiries and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial statements for them to be in conformity with GAAP.

NATURE-BASED SOLUTIONS means actions to protect, sustainably manage, and restore natural or modified ecosystems that address societal challenges effectively and adaptively, simultaneously providing human well-being and biodiversity benefits. (International Union for Conservation of Nature)

NOTICE TO PROCEED (NTP) means the written authorization issued by the County to the grantee upon satisfaction of all post-award requirements — including grant agreement execution, restrictive covenant recording, and insurance and bonding — formally authorizing the commencement of construction. Only costs incurred after NTP issuance qualify for ECHO reimbursement.

OPERATING FORECAST means the section of the ECHO grant application that documents the applicant's plan for operating, maintaining, and sustaining the ECHO-funded project over the restrictive covenant period.

OUTDOOR RECREATION PROJECT (Category "O" of ECHO) means a project that provides capital improvement structures and/or amenities that can be used or supported by the public for outdoor recreational enjoyment. Amenity support can include outdoor athletic fields/athletic courts, boardwalks, trails, playgrounds, and other facilities that provide outdoor recreational activity. It can also include capital facilities that support outdoor recreational use such as bathrooms, parking areas, pavilions, signage, and other similar amenities.

PAYMENT & PERFORMANCE BOND means surety insurance issued by a quality rated insurer authorized to issue in the face amount of the bond in the State of Florida, which guarantees the execution of the work under the construction contract.

PERMITS mean any building, zoning, use, excavation, fill, surface water, utility, or other official action of Federal, State, Regional or local government having the effect of permitting development of land.

PROJECT AGREEMENT means an executed contract between Volusia County and a project sponsor setting forth mutual obligations regarding an approved ECHO funded project.

RESPONSE LETTER means a written statement by the client in response to the CPA's management letter. The response should address deficiencies or recommendations, including any corrective action taken or to be taken, related to the auditor's observations.

RESTORATION means the act or process of returning a site, facility, natural system, or property to a functional, safe, and usable condition through repair, reconstruction or replacement of deteriorated or damaged components.

RESTRICTIVE COVENANT PERIOD means the period during which the grantee is obligated to maintain public access and use of the ECHO-funded facility or site, measured from the date the restrictive covenant is recorded with the Clerk of the Circuit Court of Volusia County — not from construction completion or grant award date. Violations during the first half of the covenant period require full repayment of the grant amount; violations during the second half are subject to pro-rated repayment.

SUSTAINABILITY means the ability to exist constantly while continuing to provide public accessibility as it relates to ECHO requirements.

SCOPE CHANGE means major changes that alter the intended use or central design of a facility.

UNDISTURBED USE means that the building to be restored, expanded, or constructed and the site of such building will be owned by, or will be under lease to, the applicant by the date of the application submission and that the use of the site and building will be unencumbered by covenants, easements, or other conditions contrary to the purpose of the project for a minimum length of time as required.

8.4 Restrictive Covenants

Prepared by and return to:
[NAME]
County of Volusia
Legal Department
123 West Indiana Avenue
DeLand, Florida 32720

ECHO GRANT RESTRICTIVE COVENANTS AND LIEN

THESE ECHO GRANT RESTRICTIVE COVENANTS AND LIEN are entered into this [DATE] day of [MONTH] 20 [YEAR], by [COMPLETE LEGAL NAME], with its principal place of business at [STREET ADDRESS] (hereinafter referred to as "Grant Recipient" or "Owner") and shall be effective for a period of **[insert years from guidelines]** years from the date of recordation in the Office of the Clerk of the Circuit Court of Volusia County, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at [**Project Street Address, Project City]**, Volusia County, Florida, (hereinafter the "Property") as more particularly described in the legal description of Exhibit A, attached to and made a part hereof; and

WHEREAS, the **Grant Recipient** is to receive funds from the ECHO Grant Program administered by the County of Volusia, with its administrative offices located at 123 W. Indiana Avenue, DeLand, Florida 32720, (hereinafter referred to as the "County"), in the amount of $ **(Grant Award Amount)**, to be used for the construction or improvement as specifically described in the ECHO Grant Application and its attached documents for public use on the Property; and

WHEREAS, said County ECHO Program funds have been or will be expended for the purpose of acquisition, restoration, construction, and improvement of environmental, cultural, historic, and outdoor recreation projects for the public's use throughout Volusia County.

NOW THEREFORE, as part of the consideration for the ECHO Grant, the Grant Recipient hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the Grant Recipient as owner of the Property and, if any, its heirs, successors in title, legal representatives and assigns, for the period stated in the preamble above:

1. The Grant Recipient grants to the County a security interest in the Property in the amount of $ [**Grant Amount]**, for the period stated in the recitals above.

2. The Grant Recipient agrees to maintain the Property as an ECHO facility as defined in the ECHO Application and as described in ECHO Application [App Number] , including, but not limited to, maintaining the facility, maintaining public access for the covenant period, complying with applicable laws, including the Americans with Disabilities Act, and complying with monitoring requirements.

3. The Grant Recipient agrees that the County, its agents and its designees shall have the right to enter upon and inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.

4. For historic projects, the Grant Recipient agrees to maintain the Property in accordance with good preservation practices and in compliance with the Secretary of the Interior's Standards for Rehabilitation.

5. To ensure the ability to repay the Grant Amount, the Grant Recipient agrees to maintain unencumbered equitable value in the Property of least the Grant Amount during the Restrictive Covenant Period. The Grant Recipient shall not mortgage or otherwise hypothecate the equitable value of the Property in excess of the Grant Amount.

6. The Grant Recipient agrees that these restrictions shall encumber the Property for a period of **[insert years]** years from the date of recordation with the Clerk of Court, and that if a restriction is violated during the Restrictive Covenant period, the County shall be entitled to liquidated damages pursuant to the following schedule:

a. If any a violation occurs or begins to occur within the first half of the Restrictive Covenant period, the County shall be entitled to return of the entire grant amount;

b. If the violation occurs within the second half of the Restrictive Covenant period, the County shall be entitled to a prorated return of the grant amount calculated using the following equation: the entire grant amount less the quotient of two (2) divided by the number of years (partial years shall count as a full year) in the Restrictive Covenant period that are in excess of half of the Restrictive Covenant period (Liquidated damages = Grant Amount – (2/Total Years of Restrictive Covenant period x years past the midpoint x Grant Amount)

7. If the Grant Recipient violates any part of these Restrictive Covenants or the Grant Award Agreement dated _____, then the Grant Recipient will be in default and the County shall have the right to exercise any of the following rights:

a. The County will have the right to declare the liquidated damages described in paragraph 5, plus interest at the statutory rate from the time of the Grant Recipient's receipt of the grant funds, to be immediately due and payable without notice or demand on the Grant Recipient, which notice or demand are hereby expressly waived by the Grant Recipient, and upon the making of any such declaration, the entire amount shall become immediately due and payable;

b. The County may enforce its security interest in the Property to collect the entire amount described in paragraph 6a. through foreclosure proceedings or any other manner allowed by law;

c. All cash proceeds received by the County in respect of any sale of, collection from, or other realization upon all or any part of the Property and all payments made in respect of the Property and received by the County may, in the discretion of the County, be held by the County as collateral for the security interest plus interest, costs and fees, or may be applied (after payment to the County of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the County in retaking, foreclosing, collecting, selling, or disposing of the Property) at any time in whole or part by the County against all or any part of Grant Recipient's obligations in such order as the County shall elect. Any surplus of such payments held by the County and remaining after payment in full of all of the obligations shall be paid over to the Grant Recipient or to whomsoever may be lawfully entitled to receive such surplus. If there is a deficit after sale of the Property, the Grant Recipient shall remain liable for any obligations remaining unpaid.

8. The County acknowledges and agrees that any liens or lien rights it may have or it may be entitled to in the Property owned by the Grant Recipient are and shall be subordinate to the lien rights of any and all lienholders whose liens were recorded before this document's date of recordation. Under no circumstance shall the County's liens or lien rights be subordinated to any lienholders other than those whose liens were recorded before this document's date of recordation.

9. The Grant Recipient agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Grant Recipient has read, understood, and voluntarily consents these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

_____	_____
Witness Signature	GRANT RECIPIENT Signature
_____	_____
Witness Name Typed/Printed	Grant Recipient Name and Title Typed/Printed
_____	_____
Witness Address	Grant Recipient Address
_____	_____
City State Zip	City State Zip
_____	
Witness Signature	
_____	
Witness Name Typed/Printed	
_____	
Witness Address	
_____	
City State Zip	

The State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____,
by_____as
_____**(Name Type of Authority, e.g., Officer)**
for _____. **(Name of Corporation/Partnership)**

Personally Known OR Produced Identification
Type of Identification Produced_____

_____
Notary Public Signature – State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Seal

EXHIBIT A

LEGAL DESCRIPTION



2026 GRANTS-IN-AID APPLICATION

APPLICANT INFORMATION

1. Applicant (Legal name of organization): City of Ormond Beach

2. Address (mailing): P.O. Box 277

   City: Ormond Beach

   State: **FL**

   Zip Code: 32174

3. Type of Organization:
   ☒ Government ☐ Not-for-Profit Corporation classified as a 501(c) (3)

4. Federal ID #: 59-6000398

5. Florida Not-for-Profit #:

6. County Council District of Project: https://www.volusia.org/government/county-council/districts-map.stml
   ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5

7. Is the project in a Community Redevelopment District (CRA)? ☐ Yes ☒ No

8. Contact Person: Loretta Moisio

9. Additional Contact Person: Cara Culliver

   Provide the Mission Statement for your organization: *The future of the City of Ormond Beach depends on a partnership among citizens, businesses, civic organizations, elected officials, and City employees. Working together, we can make Ormond Beach one of the most attractive, stimulating, and progressive cities in the nation.*

   We see Ormond Beach as a community characterized by a high quality of life for all. From our youngest citizens to our oldest, we want to provide significant opportunities for earning, for learning, for leisure and recreation, and for self-expression.

   We see Ormond Beach as a community of many dimensions. Among these, we see our City as:

   - *A family oriented community, striving to provide a safe and supportive environment in which families of all ages can build on their strengths and their traditions.*
   - *A learning community, in which all citizens may participate in life-long opportunities for personal growth and development, especially as they participate in the strong historic, cultural, artistic, and athletic traditions of the area.*
   - *An environmentally sensitive community, marked by mature trees, clean water, well-kept neighborhoods, and attractively landscaped thoroughfares.*
   - *An economically sound community, boasting a diverse economy and a balanced, controlled, but friendly approach to business and development.*
   - *A diverse community, one in which all citizens and all sectors of the City find meaningful opportunities and one in which all are valued for the unique contribution they make.*

- *A responsive community, with a City government that cares and communicates well with the citizenry and provides timely, even-handed, and courteous service to all.*
- *A well-run community, offering high quality basic City services in an effective and efficient manner, and encouraging creative and proactive approaches to government.*

An involved community, one in which citizens throughout the community acknowledge and respect their differences, but recognize that the accomplishment of our objectives will require the full participation of all.

PROJECT INFORMATION

10. Project Title: Ormond Beach Sports Complex Softball Quad Field Improvements

    Project Location Address: 700 Hull Road

11. Type of Project – Select one:
    ☐ Acquisition ☐ Restoration ☐ Construction ☒ Improvement

12. ECHO Category – Select one (ECHO Guidebook p. 4):
    ☐ Environmental ☐ Cultural ☐ Historic ☒ Outdoor Recreation

13. The Project Site of Facility is – Select one (ECHO Guidebook p. 7)
    ☒ Owned by Applicant ☐ Leased by Applicant (length of lease):

    ☐ Land/Project Management Agreement (length of agreement):

14. Is the Project Site/Facility mortgaged, or will it be? ☐ Yes ☒ No

FUNDING REQUEST

15. Project Funding (Grant Request Amount and Match Amount)

    a. Grant Request (up to $2,500,000) $ 1,000,000

    b. Confirmed Match Funds (1:1) $

    c. 1,000,000

    d. Total Project Cost (ECHO + Match) $ 2,000,000

16. Mandatory Workshop was attended by: Loretta Moisio

    Date of Workshop: 4/23/2026

PROJECT DESCRIPTION

17. Describe the project and explain how it will achieve the goals of Resolution 2020-79 to plan for future growth of Volusia County and enhance the quality of life for its residents (ECHO Guidebook p. 3):

County Resolution 2020-79 seeks to "enhance the quality of life for its residents by continuing to provide environmental, cultural, historical, and outdoor recreational opportunities." As a family-oriented community, Ormond Beach consistently works to meet the needs of its citizens and visitors. The Ormond Beach Sports Complex provides a wide variety of recreational opportunities which makes this project match perfectly to the goals of Resolution 2020-79. This project further promotes the goals of County Resolution 2020-79 by ensuring that ECHO projects are geographically distributed as the Ormond Beach Sports Complex is the only comprehensive sports venue in northeast Volusia County with the capacity to accommodate the needs of local, regional, state, national and international sports programming. This project will also further the goals of Resolution 2020-79 as it will provide for the "continuing need for high quality user oriented outdoor recreational opportunities."

The Ormond Beach Sports Complex is a very active recreational facility with a large variety of amenities situated on approximately 130 acres. The Complex is bounded on the southeast corner by the Ormond Beach Municipal Airport and on the west by residential development. The Sports Complex has nine (9) full size soccer fields, three (3) multi-purpose fields, four (4) full size baseball fields, four (4) T-ball fields, five (5) softball fields, a shuffleboard facility with six (6) courts, a picnic area, a meeting facility, four (4) concession stands, paved and unpaved parking areas, as well as overflow parking. The Complex is also the site of the Limitless Playground which is an all-inclusive playground for people of all levels and abilities to enjoy as well as another playground which is located near the soccer fields and T-ball fields. This facility hosts professional, national, regional, college and high school competitive and recreational events. The softball, baseball, and soccer fields are used annually by many different age groups. The Champions Field/Stadium hosts soccer and football games for local high schools, Pop Warner football programs, and the Ormond Beach Soccer Club.

For fiscal year 2025-2026, there were 173 days of programming consisting of 2,556 hours, 10,116 participants and 25,295 in attendance at the softball quad. The fields were used for practices and games by the Ormond Beach Youth Baseball & Softball Association (OBYBSA) Machine Pitch & Softball League, USSSA Baseball Tournaments, Seabreeze High School, Daytona Beach Christian University Softball, City Adult COED Softball and OBYBSA Lady Spikes.

The project of this application is to improve the softball quad fields. These fields were last improved 20 years ago and have a high level of use. This project will be to improved the infields and outfield areas; the fields will receive new clay, Bermuda sod, irrigation and new pitcher rubber/bases in addition to new shade structures, fencing/netting and parking lot improvements if funding is available. Ormond Beach is committed to investing in premier recreational facilities by improving them, expanding them and creating new ones.

18. Describe the project and construction timeline:
For this project, the city will be utilizing a construction manager, and the award process is anticipated to occur between January 2027 and February 2027 with construction to begin in April 2027 and completed by January 2028.

19. How does the project design incorporate green infrastructure or nature-based solutions and meet sustainability standards (Green Building Standards | US EPA)?
The City of Ormond Beach continually strives to implement green technologies that have low impact on the environment. By installing "smart" irrigation technology, this will both save water and

money. Efficient irrigation reduces impacts of over watering by installing a weather base controller to adjust the irrigation schedule based on local weather conditions.

20. How will the project conserve water and energy consumption?
This project will cut costs and water use by installing Huner I-40 rotors is a water-efficient, heavy duty commercial rotor designed for large turf and sports fields. Efficient irrigation reduces impacts of over watering. Powered by current weather data, Rain Bird controllers only irrigate when the landscape requires it, saving additional time and water.

21. What green building standards, certifications, or best practices will guide the design and construction of this project?
This project does not have any green building standards; however, the roof shade structures will have a light color to reduce sun absorption which will make the surrounding areas cooler. The sod used for the softball fields will be certified Bermuda Tifway 419 which has excellent wear tolerance, extremely durable, holds its color in winter months and drought tolerant which will reduce watering duration times. The best practices for this project are using high quality infield clay base and top dressing which will provide for easier long-term maintenance and field longevity. The shade structures will be roofed for longevity and weather resistance.

22. Will the project comply with the ADA accessibility requirements (Americans with Disabilities Act of 1990, As Amended | ADA.gov)? ☒ Yes ☐ No

23. Describe the ADA components of the project: *All ADA requirements will be met within the existing walkways and shade structure areas.*

24. If applicable, describe any additional phases: *No additional phases are planned.*

PROJECT TEAM

25. Identify the project manager and budget officer for this project, including their name, role, phone number, email address, and a brief description of their experience managing projects and budgets of similar scope and complexity. You may also list any additional staff dedicated to the project by name and role:

Project Manager: *Cara Culliver, Principal Landscape Architect, PH: (386) 610-0552, Email: cara.culliver@ormondbeach.org*

Cara Culliver, Principal Landscape Architect, Engineering Department, has served as a project manager for a large number and variety of projects including ECHO implemented throughout the city. The implementation of all ECHO funded projects has been the responsibility of the City's Engineering Department.

Budget Officer: *Shawn Finley, Assistant City Manager, PH: (386) 610-0411, Email: shawn.finley@ormondbeach.org*

Shawn Finley, P.E., Assistant City Manager, and Cara Cullvier, Principal Landscape Architect, created the budget for this project. Mr. Finley has been with the city for seventeen years serving first as Civil Engineer, then Deputy City Engineer, then City Engineer, then Public Works Director and now Assistant City Manager. Mr. Finley has served as project manager for a large number and variety of projects implemented throughout the city.

Other Staff Dedicated to This Project:

Joyce Shanahan, City Manager

Kelly McGuire, Finance Director

Robert Carolin, Parks and Recreation Director
Stefan Sibley, Assistant Parks and Recreation Director
Jamee Whited, Engineering Projects Coordinator
Loretta Moisio, Grants Coordinator

PERFORMANCE MEASURES

26. Describe the project's goals and objectives, including what the project aims to achieve and how the outcomes will benefit the public: *The objective of this project is to provide improvements to these fields to meet the expanding needs of the community. The overall goal of this project is to provide a safe environment where rising athletes can perform to the best of their abilities, and to continue meeting the community's needs with enhanced outdoor playing spaces for everyone to enjoy.*

27. Elaborate on how these goals and objectives will be measured over the length of the restrictive covenant period: *We collect data on the usage of fields (see below) which is reported monthly, quarterly, and annually. This data collection will continue in perpetuity meeting the restrictive covenants length requirement.*
Categories of Measurements: (Figures reflect FY 25-26.)
    - *Programs Offered: 9*
    - *Participants: 10,116*
    - *Attendance: 25,295*
    - *Volunteers: 145*
    - *Volunteer Hours: 2,248*
    - *New Programs: 0*
    - *Returning Programs: 9*
    - *Participant/Attendee Surveys: 2*

BUDGET INFORMATION

Applicants will use Budget Detail Chart to create budget once application is complete. Budgets must be accurate and realistic, as projects will be held to the funding amount approved at the time of application submittal.

28. The budget should be presented by each type of funding.
    a. UC = Unencumbered Cash
    b. LM = Land Match
    c. IK = In-kind
    d. PSC = Previously Spent Cash

    We acknowledge and agree to this requirement. ☒ Yes ☐ No

29. The budget must include temporary and permanent ECHO signage.

    We acknowledge and agree to this requirement. ☒ Yes ☐ No

    Note: Signs may not be funded with ECHO funding.

BUDGET DETAIL CHART Construction Phase Expenditures *Add rows as needed*	**UC +**	**LM +**	**IN-KIND +**	**PSC**	**= MATCH**	**ECHO**	**TOTAL**
General Requirements:							
Mobilization, Waste Collection, etc.	100,000				100,000		100,000
Contractor Fees	200,000				200,000		200,000
Professional Services:							
Consultant Services							
Construction:							
Field Construction Complete, including fencing, netting, clay, sod, irrigation	346,500				346,500	646,500	993,000
Parking Lot	50,000				50,000	50,000	100,000
Specialties							
Shade Structures	296,500				296,500	303,500	600,000
Picnic tables, grilles							
Signage: (5700 + 560)							
Educational Signage							
ECHO Temp Sign	600				600		600
ECHO Permanent Sign	6,400				6,400		6,400
PROJECT TOTALS	1,000,000				1,000,000	1,000,000	2,000,000

Line items should be made to match your project (examples are Equipment, Metals, Finishes, Wood, and Plastic, Thermal, Plumbing). Budgeted match amounts should be placed in the corresponding description column (Unencumbered Cash, Land Match, In-kind Services/Items or Previously Spent Cash). Requests amounts should be comprised of all line items and entered in the detail category heading.

MATCH DOCUMENTATION

All required match documentation must be included in the application as outlined in the ECHO Guidebook pp. 9-10. Acceptable documentation may include invoices, cancelled checks or bank statements, and other supporting materials appropriate to the match category being claimed.

30. We acknowledge and agree to this requirement. ☒ Yes ☐ No

RESTRICTIVE COVENANTS

31. We acknowledge and agree to comply with the requirement to file a Restrictive Covenant with the Volusia County Clerk of Court if an ECHO Grant is awarded.
    ☒ Yes ☐ No

    △ *If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on land not owned by the applicant, a letter from the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants must be provided with the application.*

    △ *Applicants with projects on State or Federal owned lands are automatically exempt from this requirement but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO agreement for which the grantee is held responsible. A letter from the owner is required to acknowledge the restrictive covenants.*

OPERATING FORECAST DETAIL AND BUSINESS PLAN

A Business Plan specific to this project and Volusia County must be submitted with your final application (ECHO Guidebook p. 14). In addition, the following questions must be answered directly within the application.

32. How will the facility or site be operated once the project is complete? Describe the operational model, including hours of operation, staffing approach, fee and management structure.

    Once the field improvements are complete, it will allow for additional programming and expanded play on all four fields through the reduction of closures due to weather, while increasing the safety and playability of the fields. Additional staff will not be required. The facility has a uniform fee structure for all Volusia County residents based on usage, duration and specifics needed for preparation of the individual fields. The current fee schedule is attached.

    The City of Ormond Beach has a full-time Parks and Recreation Department with sixty-nine (69) employees and is responsible for all City facility staffing, programming and maintenance. In addition, the City maintains a continuing contractor program through multiple approved vendors that perform various levels of service.

33. What are the expected annual operating costs for this project once completed and how will they be funded? **Complete Table A.**

TABLE A – ANNUAL OPERATING COSTS

Instructions: Complete this table with your best estimates of annual operating costs once the project is fully operational. All costs should be expressed in current dollars. Add rows as needed for additional cost categories.

Cost Category	Annual Cost Estimate	Notes/Assumptions
Personnel Costs		
Salaries and wages	$237,019	
Benefits (health, retirement, etc.)	$118,052	
Contract/seasonal staff	$171,611	
Facility Operations		
Utilities (electric, water, sewer, gas)	$207,920	
Telephone/internet	$2,200	
Janitorial/cleaning services	$47,420	
Security services	$ 0	
Waste removal	$ 0	
Maintenance		
Routine maintenance and repairs	$131,236	
Grounds/landscape maintenance	$746,575	
Equipment maintenance	$47,203	
HVAC/mechanical systems	$750	
Insurance		
Property insurance	$	
Liability insurance	$48,386	
Workers' compensation	$24,518	
Administrative		
Office supplies and materials	$500	
Marketing and promotion	$5,300	
Professional services (legal, accounting)	0	
Programming (if applicable)		
Program supplies and materials	$12,000	
Instructor/performer fees	$24,000	
Capital Reserve Contribution		

Annual contribution to capital reserve fund	$	
Other (specify)		
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
TOTAL ANNUAL OPERATING COSTS	$1,856,450	

34. Identify all anticipated revenue sources and their estimated contributions. **Complete Table B.**

TABLE B – REVENUE SOURCES

Instructions: List all anticipated revenue sources that will fund annual operations. Revenue sources should cover or exceed the Total Annual Operating Costs from Table A.

Revenue Source	Annual Amount	% of Total	Status
Earned Revenue			
Admission/entry fees	$	%	☐ Committed ☐ Projected
Program/class fees	$31,000	%	☐ Committed ☐ Projected
Rental income	$50,000	%	☐ Committed ☐ Projected
Merchandise/concession sales	$	%	☐ Committed ☐ Projected
Membership dues	$	%	☐ Committed ☐ Projected
Event revenue	$	%	☐ Committed ☐ Projected
Contributed Revenue			
Individual donations	$	%	☐ Committed ☐ Projected
Corporate/business sponsorships	$	%	☐ Committed ☐ Projected
Foundation grants	$	%	☐ Committed ☐ Projected
Fundraising events	$	%	☐ Committed ☐ Projected
Government Support			
Municipal general fund allocation	$1,775,450	%	☐ Committed ☐ Projected
County funding	$	%	☐ Committed ☐ Projected
State grants	$	%	☐ Committed ☐ Projected
Federal grants	$	%	☐ Committed ☐ Projected
Other Sources			
Endowment/investment income	$	%	☐ Committed ☐ Projected

In-kind contributions (value)	$	%	☐ Committed ☐ Projected
Other (specify):	$	%	☐ Committed ☐ Projected
	$	%	☐ Committed ☐ Projected
	$	%	☐ Committed ☐ Projected
	$	%	☐ Committed ☐ Projected
	$	%	☐ Committed ☐ Projected
	$	%	☐ Committed ☐ Projected
TOTAL ANNUAL REVENUE	$1,856,450	100%	

35. What is your long-term plan for capital replacements, repairs, and/or maintenance over the restrictive covenant period? **Complete Table C.**

TABLE C – LONG-TERM CAPITAL REPLACEMENT PLAN

Instructions: This table documents your commitment to maintaining the ECHO-funded project throughout the restrictive covenant period. List all major project components and anticipated replacement timing. This schedule will be referenced during compliance monitoring.

Project Component	Estimated Replacement Year	Estimated Replacement Cost	Industry Standard Reference
Primary Structure			
Shade Structures (4)	2046	12,360,000	
Field Renovation (4)	2041	13,905,000	
Parking Resurfacing	2041	1,545,000	
Interior Finishes			
		$	
		$	
		$	
Equipment			
Specialized equipment (specify):		$	
		$	
		$	
		$	
Other Components			
		$	
		$	
		$	

		$	
		$	
		$	
		$	
		$	
		$	
		$	

Common Industry Standard References:

ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) – HVAC systems
- Home | ashrae.org

NRCA (National Roofing Contractors Association) – Roofing systems
- National Roofing Contractors Association Home - NRCA

Marshall & Swift/Boeckh – Building component life expectancy
- Marshall & Swift | The Gold Standard in Property Valuation

RS Means from Gordian – Construction cost data and building life cycles
- Gordian | Building Intelligence Solutions Fueled by Insights, Technology and Expertise

ASTM International – Material standards and testing
- ASTM International | ASTM

Manufacturer warranties and specifications

36. How do you plan to fund major replacements or repairs over the restrictive covenant period? Funding replacements or repairs is done through the City's Facilities Renewal and Replacement Fund and the General Operating Budget.

37. Please confirm your commitment to maintaining and replacing all necessary project components for the full restrictive covenant period by **Completing the Maintenance and Operations Certification and Compliance Form.**

Maintenance and Operations Certification and Compliance Form

Instructions: This certification documents your formal commitment to the long-term maintenance and operations of the ECHO-funded project and confirms compliance with applicable laws and grant conditions. This certification will be incorporated into the grant agreement and restrictive covenant.

By signing below, the Applicant certifies and agrees to the following:

1. The Applicant commits to maintaining, repairing, and replacing all project components funded by this ECHO grant for the full restrictive covenant period.
2. The Applicant has reviewed the 20-Year Maintenance Schedule (Table C) and affirms that the projected capital replacement costs and funding sources are realistic and achievable.
3. The Applicant understands that failure to maintain the project in accordance with ECHO program requirements may result in enforcement action, including potential repayment of grant funds as specified in the grant agreement and restrictive covenant.
4. The Applicant agrees to notify ECHO staff promptly if circumstances arise that may affect the organization's ability to fulfill this sustainability commitment.
5. The Applicant acknowledges that this certification will be incorporated by reference into the grant agreement and restrictive covenant.
6. The Applicant certifies that all information contained within this application and subsequent attachments is true and correct to the best of my/our knowledge, that the project shall be in compliance with the Americans

with Disabilities Act of 1990, and that should a grant be awarded, the organization agrees to comply with the conditions of the grant award agreement including the Restrictive Covenants.

Organization Name:	**City of Ormond Beach**
Project Name:	**Ormond Beach Sports Complex Softball Quad Fields Improvement**
ECHO Grant Amount Requested:	$1,000,000

CERTIFICATION:

☒ Yes, I certify and agree to all commitments and compliance statements stated above.

☐ No, I am unable to make this certification. (Explain below)

If no, explain:

Authorized Signature: _____

Printed Name: **Joyce Shanahan**

Title: **City Manager**

Date: **6/9/2026**

38. Do you anticipate any difficulties in maintaining this project for the compliance period?
☐ Yes ☒ No
If yes, describe the challenges and your mitigation strategies.

Operating Forecast: Category-Specific Questions:
Note: Answer the question below that corresponds with your project category.

E - What partnerships or technical assistance will support ongoing environmental stewardship of this project?

Describe the environmental management practices that will be employed to maintain this project.

C - How will this project contribute to Volusia County's cultural tourism economy?

Describe the programming schedule anticipated for this project, including types of events, frequency, and expected attendance.

H - What preservation maintenance protocols will be followed to protect the historic integrity of this project?

Identify any specialized expertise or partnerships for ongoing historic preservation maintenance.

O - Describe the anticipated usage patterns for this project, including peak seasons, days, and hours. *This facility would continue to be used during all seasons with highest frequency during the fall and spring season. Usage consists of primarily weekday evenings, typically 5:30PM-9PM, activity with occasional weekend events.*

What safety inspection and maintenance protocols will be implemented? *This facility will continue to be maintained with various field preparation practice including, but not limited to dragging, raking, grading, equipment checks, etc. Inspections and protocols are completed daily on weekdays before activity and as needed for weekend events.*

Not-for-profit applicants:

39. Does your organization have a capital reserve fund or endowment? ☐ Yes ☐ No
    If yes, what is the current balance and what % is designated for this project?

40. Describe your board's role in overseeing facility operations and long-term sustainability planning:

41. Has your organization successfully operated a facility of similar scope and complexity?
    ☐ Yes ☐ No
    If yes, provide an example and status.
    If no, explain what relevant experience or capacity the organization does bring.

42. If operating costs exceed projections, what is your contingency plan?

43. Does your organization have succession planning for key staff positions responsible for this project?

FEASIBILITY STUDY

A Feasibility Study specific to this project and Volusia County must be submitted with your final application (ECHO Guidebook p. 14). In addition, the following questions must be answered directly within the application.

44. Have you conducted any public engagement to support or inform this project?
    ☒ Yes ☐ No
    If yes, briefly describe what was done and summarize key findings. *In 2021, the City initiated its update of the City of Ormond Beach Parks and Recreation Master Plan. The process included a survey sent to the public; an online survey available to the public; public meetings were held with audience polling; and a joint meeting of the Recreation Advisory Board (previously Leisure Services Advisory Board) and the Quality of Life Board which also included polling. The results were presented to the City Commission and there was substantial public support for athletic field improvements and that a priority should be placed on improvements to existing facilities to ensure high quality experiences for users.*

45. How will this project provide quality of life benefits to Volusia County residents?
    This project will continue to provide for high quality user oriented outdoor recreational opportunities for all residents of Volusia County.

46. What existing facilities or resources in Volusia County serve a similar purpose to this project and how does the project address a gap or enhance existing resources? *This project ensures that ECHO projects are geographically distributed as the Ormond Beach Sports Complex is the only*

comprehensive sports venue in northeast Volusia County with the capacity to accommodate the needs of local, regional, state, national and international sports programming.

47. Identify all permits, approvals, or regulatory requirements applicable to this project and the status of each: *Engineering and Building permits will be required by the City of Ormond Beach and the construction manager will apply for them prior to any commencement of construction.*

48. What construction or implementation risks have you identified, and how will they be mitigated? *No risks associated with this project, as these fields will not be in operation during construction.*

49. Is this project scalable if funding is reduced? ☒ Yes ☐ No
If yes, describe the minimum viable project scope: *The shade structures or parking areas could be eliminated from this project if funding is reduced and the project would still provide meaningful improvements.*

Feasibility Study: Category-Specific Questions:

Note: Answer the question below that corresponds with your project category.

E – How many residents will have improved access to environmental resources or education because of this project and how the estimate was determined?

What measurable environmental outcomes will this project achieve?

C – What is the projected annual attendance or participation at this facility once operational? Provide basis for estimate:

How will this project increase access to cultural experiences for underserved populations?

H – What is the historical significance of this resource, and what would be the consequences of not undertaking this project?

How will this project enhance heritage tourism or educational opportunities in Volusia County?

O – What is the projected annual usage of this facility? Provide basis for estimate. *It is projected that the softball quad will receive about 175 days of programming and the facility remains open to the public every day during the year except due to weather or maintenance related closures. The days of programming estimate is based off the annual averages from 2022 to 2026, with 175 falling a bit higher than the average of that period due to the anticipated reduction in weather-related closures.*

How does this project address identified recreation needs in Volusia County? *This project looks to enhance a highly used facility for Volusia County residents. The enhancements will provide an increase in available facility days, and quality of the playing surface. By negating some of the infrastructure issues through the facility enhancement increased effectiveness of resource management in our maintenance staffing and material efficiency will be realized.*

Not-for-profit applicants:

50. How long has your organization been in operation?

51. How will your organization manage this financial commitment without compromising existing programs and services?

Acquisition Projects

52. Has an independent appraisal been completed for this property? ☐ Yes ☐ No
    If yes, provide date and appraised value.

53. What is the timeline for making this acquisition available for public benefit after purchase?

54. Are there any encumbrances, easements, or restrictions on this property that could affect ECHO-eligible use? ☐ Yes ☐ No If yes, describe:

55. Has an environmental assessment (Phase I or Phase II) been completed? ☐ Yes ☐ No
    If yes, summarize which phase and findings:

MARKETING PLAN

A Marketing Plan specific to this project and Volusia County must be submitted with your final application (ECHO Guidebook p. 14). In addition, the following comprehensive checklist and questions must be answered directly within the application.

56. Please confirm your commitment to the following requirements:

Signage, Recognition & Outreach Requirements	Yes	No
Will you display ECHO temporary construction signage during project implementation and meet specifications per the ECHO Guidebook?	☒	☐
Will you install ECHO permanent recognition signage upon project completion and meet specifications per the ECHO Guidebook?	☒	☐
Will you include the ECHO logo and acknowledgment on all print materials, press releases, public relations materials, and website content related to this project?	☒	☐
Will you participate in the ECHO Transparency Dashboard by providing requested project data and photos?	☒	☐
Will you notify ECHO staff of media opportunities related to this project?	☒	☐
Will you issue a press release and/or hold a ribbon cutting ceremony upon project completion?	☒	☐
Will you invite ECHO staff and Advisory Committee members to any ribbon cutting or public celebration?	☒	☐
Will this project be included in any tourism marketing efforts (e.g., visitor bureau, chamber of commerce)?	☒	☐

57. What communication channels does your organization currently use to reach the public?
Currently, the Ormond Beach Parks & Recreation partners with Volusia County Schools, the Daytona Beach Convention and Visitors Bureau, the Ormond Beach Youth Sports Associations, Bethune-Cookman University, various local, state and national sport associations.

Press releases, print advertisements, and social media notifications will be used for promoting upcoming events and activities. Information will also be posted on the Sports Volusia website and the Ormond Beach website.

Once the improvements are complete, the venue will continue to be marketed through the City's website, its social media platforms, and local media outlets.

56. How will you inform Volusia County residents about this ECHO-funded project and its availability for public use? *The Ormond Beach Parks & Recreation Department will inform Volusia County residents of this new project through an extensive social media campaign of updates throughout the process, videos highlighting what the project will look like, and when it will be ready. This information will also be posted on the Ormond Beach website along with flyers of the new project being finished posted throughout various recreation centers in the county.*

Marketing Plan: Category Specific Questions:

Note: Answer the question below that corresponds with your project category.

E: How will you promote environmental education programming and public access opportunities at this site?

C: How will you market events and programming at this facility to reach diverse audiences across Volusia County?

H: How will you integrate this project into heritage tourism efforts and promote its historic significance to visitors?

O: How will you inform residents about recreational opportunities and access points at this facility? *Residents will be informed through a maintained up-to-date website, including field availability, programming schedules, and maps showing access points, parking areas, and amenities. On-site signs will identify entrances, rules, and available facilities, ensuring residents can easily access and navigate the complex. Additionally, the Ormond Beach Parks & Recreation social media pages will highlight recreational opportunities coming up.*

FISCAL STABILITY

58. Has this organization defaulted on any grant in the past five years? ☐ Yes ☒ No
If yes, please explain:

59. Not-for-Profit Organizations must submit the following:
    a. Bylaws/Charter as filed with the FL Div. of Corporations
    b. Most recent 12 consecutive months of Board Minutes
    c. List of Board Members

FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES

60. Local Municipalities must provide a link to their Financial Statement under GASB 34. https://www.ormondbeach.org/ArchiveCenter/ViewFile/Item/11665
    The link should include the following documents:
    a. A Management Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
    b. A Response Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
    c. An Opinion Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.

61. Not-for-Profit Organizations: the required financial information is determined by the operating revenue or expenses/expenditures annual average of the three fiscal years prior to the application deadline, as outlined in the ECHO Guidebook p. 14.

    a. Additional supporting documents for Not-for-Profit organizations:
        i. IRS determination letter granting Not-for-Profit 501(c)(3) status in Florida.
        ii. The most recent Uniform Business Report (Annual Report) filed with the State of Florida Division of Corporations.
        iii. Unrestricted ownership or undisturbed use of facility documentation (unless the project is an acquisition).
        iv. Letter of intent to sell from the owner for Acquisition Projects.

DRAWINGS

62. Drawings are required from **ALL** applicants (documents must be legible and to scale with legends):
    a. Current drawings and/or excavation plans for the facility.

63. Vacant land acquisition projects shall include:
    a. Conceptual drawings of improvements to the property, which are to be completed within two years of acquisition, consistent with the applicable grant period.
    b. Proposed structures must include elevations, floor plans and design elements such as landscaping.

64. Street Locator Map (indicate the physical location of the project within the local areas; include road names and "North" for directional reference).

65. Site Plan should show the building footprint, travel ways, parking, landscaping, etc. This section should include:
    a. Site Survey
    b. Trees and topography
    c. Civil drawing
    d. Water retention drainage and circulation

66. Preliminary and Schematic Drawings. Drawings should show:
    a. A general model of floor/site plans, showing the location of project elements.
    b. (Suggested) Florida-friendly landscape plan (The Florida Friendly Landscaping guide can be found at Publications - Florida-Friendly Landscaping™ Program - University of Florida, Institute of Food and Agricultural Sciences - UF/IFAS (ufl.edu).

67. Design and Development Documents. Documents should show more detail including:

a. Selection of materials and engineering systems involved
b. Detailed cost estimate
c. Environmentally sustainable materials

68. Construction Documents should include written and graphic instructions. These documents should be focused on specifications for the project (building systems, floor plans, elevations, etc.) and should include site utilities and ADA information.

    a. Outdoor trails, parks, sports facilities and playgrounds require a bid set of plans, which are ready to be used for the procurement process.

    b. New construction, improvements and historic projects require a set of A&E plans, which are ready to be used for the procurement process.
       EXCEPTION: For projects involving the improvement of a previously engineered site, pre-engineered structures, such as playgrounds, prefabricated buildings, pavilions, and modular restrooms, etc. may substitute manufacturer's engineered plans and installation specifications in lieu of custom architectural and engineering drawings for those components. This exception applies only to the prefabricated elements themselves. The site should already be pre-engineered.

    c. Historic projects need to demonstrate research and compliance with the Historic Preservation Standards and Guidelines.

69. Project/Construction Timeline Chart – **Complete Table D.**

TABLE D - PROJECT/CONSTRUCTION TIMELINE CHART

Description (fill in item/category descriptions as needed)	**April - June 2026**	**July - Sept 2026**	**Oct - Dec 2026**	**Jan - March 2027**	**April - June 2027**	**July - Sept 2027**	**Oct - Dec 2027**	**Jan - March 2028**	**April - June 2028**
ECHO Funding Approved			XXXX						
City Commission Project Award				XXXXX					
Project Starting				XXXXX					
Project Construction					XXXXX	XXXXX	XXXXX		
Project Completion								XXXXX	

Attachment Checklist: Please check your application before submitting

The following items/documentation **must** be included with your application, or your application **will not** be scored. All match sources must be secured, and proof thereof submitted by the application deadline.

APPLICANT

- ☒ Mandatory Workshop attendance confirmed
- ☐ ECHO Application, completed and signed
- ☒ Mission Statement
- ☒ Proof of site ownership, executed lease or Land/Project Management Agreement
- ☐ Letter from Mortgagee/Lessor agreeing to sign Restrictive Covenants (if applicable)
- ☒ Budget Detail Chart
- ☒ ECHO temporary and permanent signage included as budget line items
- ☐ Official Documentation of Match
- ☒ Restrictive Covenants – Requirement acknowledged
- ☒ Business Plan – specific to this project and Volusia County
  - ☒ Table A – Annual Operating Costs
  - ☒ Table B – Revenue Sources
  - ☒ Table C – 20-year Capital Replacement Plan
- ☐ Maintenance and Operations Certification and Compliance Form - signed
- ☒ Feasibility Study – specific to this project and Volusia County
- ☒ Marketing Plan – specific to this project and Volusia County
- ☒ Financial Audit Documents
- ☒ Link to GASB 34 Financial Statements including Management, Response & Opinion Letters
- ☐ Not-for-Profits only:
  - ☐ IRS Status Determination Letter confirming organization as a 501(c)(3)
  - ☐ Most recent Uniform Business Report (Annual Report) filed with the FL Div. of Corporations
  - ☐ Bylaws/Charter as filed with the FL Div. of Corporations
  - ☐ Most recent 12 consecutive months of Board Meeting Minutes
  - ☐ List of Board Members
- ☐ Current drawings and/or excavation plans – legible, to scale, with legend
- ☒ Street Locator Map
- ☒ Site Plan
- ☐ Preliminary & Schematic Drawings
- ☐ Design & Development Documents
- ☐ Construction Documents (bid-ready for applicable project types)
- ☒ Table D – Project/Construction Timeline Chart

PROOF OF SITE OWNERSHIP

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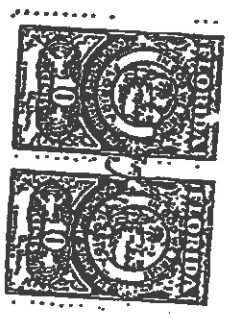
QUITCLAIM DEED

STATE OF GEORGIA)
)
COUNTY OF FULTON)

THIS INDENTURE, made this the 2nd day of June, 1959, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377), as amended, and the Surplus Property Act of 1944 (58 Stat. 765), as amended, and regulations and orders promulgated thereunder, party of the first part, and the CITY OF ORMOND BEACH, a municipal corporation created, organized and operating under and by virtue of the laws of the State of Florida, in the County of Volusia, in the State of Florida, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by and agreement to certain other reservations, restrictions and conditions, all as set out hereinafter, has remised, released and forever quitclaimed and by these presents does remise, release and forever quitclaim to the party of the second part, its successors and assigns, under and subject to the reservations, restrictions and conditions, and exceptions, all as hereinafter expressed and set out, all right, title, interest, claim and demand which the party of the first part has in and to that certain tract of land in Sections 12, 13, in the Grant to George Anderson (Section 37) and in the Grant to Ann Papy (Section 38), Township 14 South, Range 31 East, and in Sections 7, 8, 18 in the Grant to Ann Papy (Section 44) and in the Grant to George Anderson (Section 38), Township 14 South, Range 32 East, situate, lying and being in the County of Volusia, in the State of Florida, and more particularly described as follows, to-wit:



BEGINNING at a point where the southwesterly side of the right-of-way of the Florida East Coast Railway is intersected by the waters of Tomoka River, and run thence N 43° 02' 50" W along the southwesterly side of said railway right-of-way, a distance of 310 feet, more or less, to a point where the southwesterly side of said railway right-of-way is intersected by the southerly boundary of the Grant to George Anderson, Section 38, Township 14 South, Range 32 East; thence N 75° 43' 30" W along the southerly boundary of said Anderson Grant, 5574.52 feet more or less to a point 1600 feet southeasterly from the southwest corner of said Grant, (the southwest corner of Section 37, Township 14 South, Range 31 East); thence N 14° 28' 20" E along a line parallel to the west boundary of said Anderson Grant and distant 1600 feet easterly therefrom, 990 feet; thence N 75° 43' 30" W parallel to the southerly boundary of said Grant, 1500 feet to the west boundary of said Grant; thence S 14° 28' 20" W along the westerly boundary of said Anderson Grant, 796.90 feet more or less to a point where the west boundary of said Grant (Section 37, Township 14 South, Range 31 East) is intersected by the line dividing Sections 1 and 12 in said last mentioned Township; thence S 88° 21' 20" W along the line dividing said Section 1 and 12, 1140.25 feet more or less to the northwest corner of Government Lot 1 in said Section 12; thence S 1° 36' 10" E along the westerly boundary of said Government Lot 1, 2676.04 feet more or less to the southwest corner of said Government Lot 1; thence S 88° 39' 10" W along the northerly boundary of Government Lot 3 in said Section 12, 1318.61

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feet, more or less to the northwest corner of said Government Lot 3; thence S 1° 38' E along the westerly boundary of said Government Lot 3, 2669.29 feet, more or less to a point in the southerly boundary of said Section 12; thence N 88° 04' 20" E along the southerly boundary of said Section 12, 902.43 feet more or less to a point in the west boundary of the Grant to Ann Papy (Section 38, Township 14 South, Range 31 East); thence S 1° 05' 40" E along the west boundary of said Ann Papy Grant, 876.68 feet more or less to the southwest corner of said Grant; thence N 89° 00' 20" E along the southerly boundary of said Papy Grant, 409.75 feet more or less, to a point where the southerly boundary of said Grant is intersected by the westerly boundary of Government Lot 1 in Section 13, Township 14 South, Range 31 East; thence S 1° 37' 40" E along the westerly boundary of said Government Lot 1, 1735.42 feet more or less to the southwest corner of said Government Lot; thence N 89° 00' 20" E along the southerly boundary of Government Lot 1 in said Section 13, Township 14 South, Range 31 East, 1320 feet; thence N 88° 52' 50" E along the southerly boundary of Government Lots 3, 2, and 1 in Section 18, Township 14 South, Range 32 East, 4032.28 feet more or less to the waters of Tomoka River; thence northerly and in a northeasterly direction down the waters of said river, 7800 feet, more or less, to the point of beginning; LESS AND EXCEPT THEREFROM, and reserving unto the party of the first part, the following three parcels of land which parcels are described as follows, to-wit:

Section 38 of the Ann Papy Grant, Township 14 South, Range 31 East, containing 67.2 acres, more or less, and

Lot 1, Section 13, Township 14 South, Range 31 East, containing 53.6 acres, more or less, and

Lot 3, Section 18, Township 14 South, Range 32 East, containing 54.0 acres, more or less.

ALSO, that certain permanent easement, for road purposes, in and over the following described land, to-wit:

A strip of land in the Grant to George Anderson, Section 38 Township 14 South, Range 32 East, Volusia County, Florida, said strip of land being described more particularly as follows: For point of reference commence at the Southwest corner of said Anderson Grant (Southwest Corner of Section 37, Township 14 South, Range 31 East) and run thence South 75° 43' 30" East along the Southerly boundary of said Anderson Grant, a distance of 1600 feet; run thence North 14° 28' 20" East and parallel to the Westerly boundary of said Anderson Grant, a distance of 990 feet for point of beginning. From the point of beginning thus described run North 75° 43' 30" West and parallel to the Southerly boundary of said Anderson Grant, a distance of 100 feet; run thence North 14° 28' 20" East, and parallel to the Westerly boundary of said Anderson Grant, a distance of 2635.59 feet to a point in the right-of-way of the Florida East Coast Railway near the Northeasterly side of said Right of Way; run thence North 49° 01' 20" East a distance of 573.35 feet to the southwesterly side of the right-of-way of Florida State Road #4 (U. S. Highway #1); run thence South 43° 01' 40" East along said right-of-way, a distance of 100.06 feet to a point; run thence South 49° 01' 20" West a distance of 545.83 feet to a point in the Northeasterly side of the right-of-way of the Florida East Coast Railway which lies North 14° 28' 20" East from the point of beginning; run thence

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South 14° 28' 20" West a distance of 3594.15 feet to the point of beginning, containing 7.35 acres, more or less; subject, however, to the following:

(1) All existing public utility easements;
(2) The primary right of the Florida East Coast Railway Company, the trustees of its property, their successors and assigns, to use, for all usual, customary and incidental common carrier purposes, that portion of the hereinbefore described strip of land which lies within the right-of-way of the Florida East Coast Railway, the said Florida East Coast Railway right-of-way being a strip of land 145 feet wide, extending 60 feet northwesterly and 85 feet southwesterly from the center line of the main northbound track of said Railway when measured at right angles to the center line of said track.

SUBJECT, HOWEVER, to the following:

(1) All existing easements and rights-of-way for roads, highways, railroads, pipelines and public utilities; and

(2) A prohibition against the placing of any obstruction on any of the above described land which lies within 2000 feet in any direction from the Federal Aviation Agency V. O. R. Facility presently situate on the above described property. For the purpose of this prohibition, an obstruction is defined to be any structure over six feet in height or any metal fence or other metal object or structure which would adversely affect the operations of the said Federal Aviation Agency V. O. R. Facility; and

(3) The reservation by the party of the first part, for so long as is required, of an easement for the maintenance and operation of the presently existing Federal Aviation Agency V. O. R. Facility, and ingress thereto and egress therefrom, in, on, over and across the following described property, to-wit:

A tract of land in Lots 3, 4 and 6 in the southwest quarter of Section 7, Township 14 South, Range 32 East, Volusia County, Florida; BEGINNING at the SW corner of Lot 3, in said Section 7, proceed North 680 feet more or less along the west line of said Lot 3 to the north side of a paved taxiway; thence along the north edge of said taxiway Southeasterly 460 feet more or less; thence South 720 feet more or less; thence West 400 feet more or less; thence North 280 feet more or less along the west side of lot 6 to the point of beginning; together with one hundred foot wide strip of land embracing an existing paved taxiway and extending along its centerline from near the NW corner of the above plot of land Northwestwardly 1100 feet more or less.

IT IS AGREED AND UNDERSTOOD by and between the parties hereto that the party of the second part will not be required to maintain the NE/SW and NW/SE runways situate on the above described property.

AISO, EXCEPTING from this conveyance all right, title and interest in and to all its property in the nature of equipment, furnishings and other personal property located on the above described premises which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on the premises conveyed hereby which is reasonably necessary for the operation or maintenance of the airport or for the operation or maintenance of the structures and improvements specifically listed hereinabove as being transferred hereby, for any reasonable use for which such structures or improvements are readily adaptable; and further excepting from this conveyance all its structures on said premises other than structures specifically described or enumerated above as being conveyed hereunder; and reserving to the party of the first part for itself and its lessees, licensees, permittees, agents, and assigns the right to use the property and structures excepted hereby in such a manner as will not materially and adversely affect the development, improvements, operation or maintenance of the airport and the right of removal from said premises of such property and structures,

all within a reasonable period of time after the date hereof, which shall not be construed to mean any period more than one (1) year after the date of this instrument, together with a right of ingress to and egress from said premises for such purposes.

The property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations and orders.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest or claim whatsoever of the said party of the first part, either in law or in equity, except the property excepted hereinabove and the rights reserved hereinabove, and under and subject to the reservations, restrictions and conditions set forth in this instrument, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever.

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns, agrees that the transfer of the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the UNITED STATES OF AMERICA, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders:

(1) That, except as provided in subparagraph (6) of the next succeeding unnumbered paragraph, the land, buildings, structures, improvements and equipment in which this instrument transfers any interest shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the terms "exclusive right" as used in subparagraph (4) of the next succeeding paragraph. As used in this instrument, the term "airport" shall be deemed to include at least all such land, buildings, structures, improvements and equipment.

(2) That, except as provided in subparagraph (6) of the next succeeding paragraph, the entire landing area, as defined in GSA Regulation 2-I-102.01 a. 11, dated December 1953, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in good and serviceable condition, to assure its efficient operation, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Administrator of the Federal Aviation Agency or his successor. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above land which have outlived their use as airport property in the opinion of the Administrator of the Federal Aviation Agency or his successor.

By the acceptance of this deed or any rights hereunder, the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenant to abide by and agree to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraph (1) to (7), inclusive, of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the UNITED STATES OF AMERICA, the Surplus Property Act of 1944, as amended, Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders:

(1) That insofar as it is within its powers, the party of the second part shall adequately clear and protect the aerial approaches to the

airport by removing, lowering, relocating, marking or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

(2) That the UNITED STATES OF AMERICA (hereinafter sometimes referred to as the "Government") through any of its employees or agents shall at all times have the right to make nonexclusive use of the landing area of the airport at which any of the property transferred by this instrument is located or used, without charge: Provided, however, that such use may be limited as may be determined at any time by the Administrator of the Federal Aviation Agency or his successor to be necessary to prevent undue interference with use by other authorized aircraft: Provided, further, that the Government shall be obligated to pay for damages caused by such use, or if its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made of it.

(3) That during any national emergency declared by the President of the UNITED STATES OF AMERICA or the Congress thereof, including any existing national emergency, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession: Provided, further, that the Government shall pay a fair rental for its use, control or possession, exclusively or nonexclusively, of any improvements to the airport made without United States aid, and never owned by the United States.

Fed. Ex. Dec'l of Release 11/14/63

(4) That no exclusive right, as defined in subsection (g) (2) (C) of Section 13 of the Surplus Property Act of 1944, as amended, for the use of the airport at which the property transferred by this instrument is located shall be vested (directly or indirectly) in any person or persons to the exclusion of others in the same class, the term "exclusive right" being defined to mean

(1) any exclusive right to use the airport for conducting any particular aeronautical activity requiring operation of aircraft;

(2) any exclusive right to engage in the sale or supplying of aircraft, aircraft accessories, equipment, or supplies (excluding the sale of gasoline and oil), or aircraft services necessary for the operation of aircraft (including the maintenance and repair of aircraft, aircraft engines, propellers, and appliances).

(5) That, except as provided in subparagraph (6) of this paragraph, the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the proviso of this instrument.

(6) That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the party of the second part for other than airport purposes without the written consent of the Administrator of the Federal Aviation Agency, which shall be granted only if said Administrator determines that the property can be used, leased, sold, salvaged or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation or maintenance of the airport at which such property is located: Provided, that no structures disposed of hereunder shall be used as an industrial plant, factory, or similar facility within the meaning of Section 23 of the Surplus Property Act of 1944, as amended, unless the party of the second par shall pay to the United States such sums as the Administrator of the Federal Aviation Agency or his successor in function shall determine to be a fair consideration for the removal of the restriction imposed by this proviso.

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(7) The party of the second part does hereby release the Government, and will take whatever action may be required by the Administrator of the Federal Aviation Agency to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the party of the second part, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used: Provided, that no such release shall be construed as depriving the party of the second part of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal agency.

By acceptance of this instrument or any rights hereunder, the party of the second part further agrees with the party of the first part as follows:

(1) That in the event that any of the aforesaid terms, conditions, reservations or restrictions are not met, observed, or complied with by the party of the second part or any subsequent transferee, whether caused by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator of the Federal Aviation Agency or his successor in function, unless within sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the party of the second part, its transferees, successors and assigns.

(2) That if the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, interest, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through
Administrator of General Services

WITNESSES:

Montene M. Hudson

By Frank J. O'Gara
FRANK J. O'GARA
Regional Commissioner
General Services Administration
Region IV, Atlanta, Georgia

WITNESSES:

Irene Beckham

Blanche A. Sheehan

CITY OF ORMOND BEACH
A municipal corporation

By Leonard Rizzo
Mayor

ATTEST: Gerald F. Gilbouse
City Clerk

(SEAL)

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STATE OF GEORGIA)
)
COUNTY OF FULTON)

This day, before the undersigned, personally appeared FRANK J. O'GARA, to me well known and known to be the person described in and who executed the foregoing instrument on behalf of the UNITED STATES OF AMERICA, and acknowledged that he, FRANK J. O'GARA, being thereunto duly authorized as Regional Commissioner, General Services Administration, Region IV, Atlanta, Georgia, executed the same for the uses and purposes therein expressed as the free act and deed of the UNITED STATES OF AMERICA, the General Services Administration, the Administrator of General Services and himself.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of office at Atlanta, Georgia, this the 2nd day of June, 1959.

Montene W. Hudson
MONTENE W. HUDSON, Notary Public
Georgia, State at Large
My Commission expires July 16, 1962

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

I, the undersigned Notary Public in and for the above County and State, hereby certify that on this day personally appeared before me, LEONARD RIZZO and GERALD F. ALTHOUSE, Mayor and Clerk, respectively, of the City of Ormond Beach, State of Florida, to me well known and known to be the persons described in and who executed the foregoing instrument, and acknowledged that they, in their respective capacities, executed the same for the purposes therein expressed as the free act and deed of the City of Ormond Beach, State of Florida, and that they caused to be affixed thereto the official seal of the City of Ormond Beach, State of Florida, and that the said instrument is the act and deed of the City of Ormond Beach, State of Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office in Ormond Beach, Florida, this the 25th day of June, 1959.

Irene Becklen
NOTARY PUBLIC
Notary Public, State of Florida at Large
My Commission expires ... May 11, 1962

OFFICIAL RECORDS FILED FOR RECORD
RECORD ACCEPTED
BOOK 212 PAGE 604

1959 JUL 10 AM 8 29

Clerk of Circuit Court

19399

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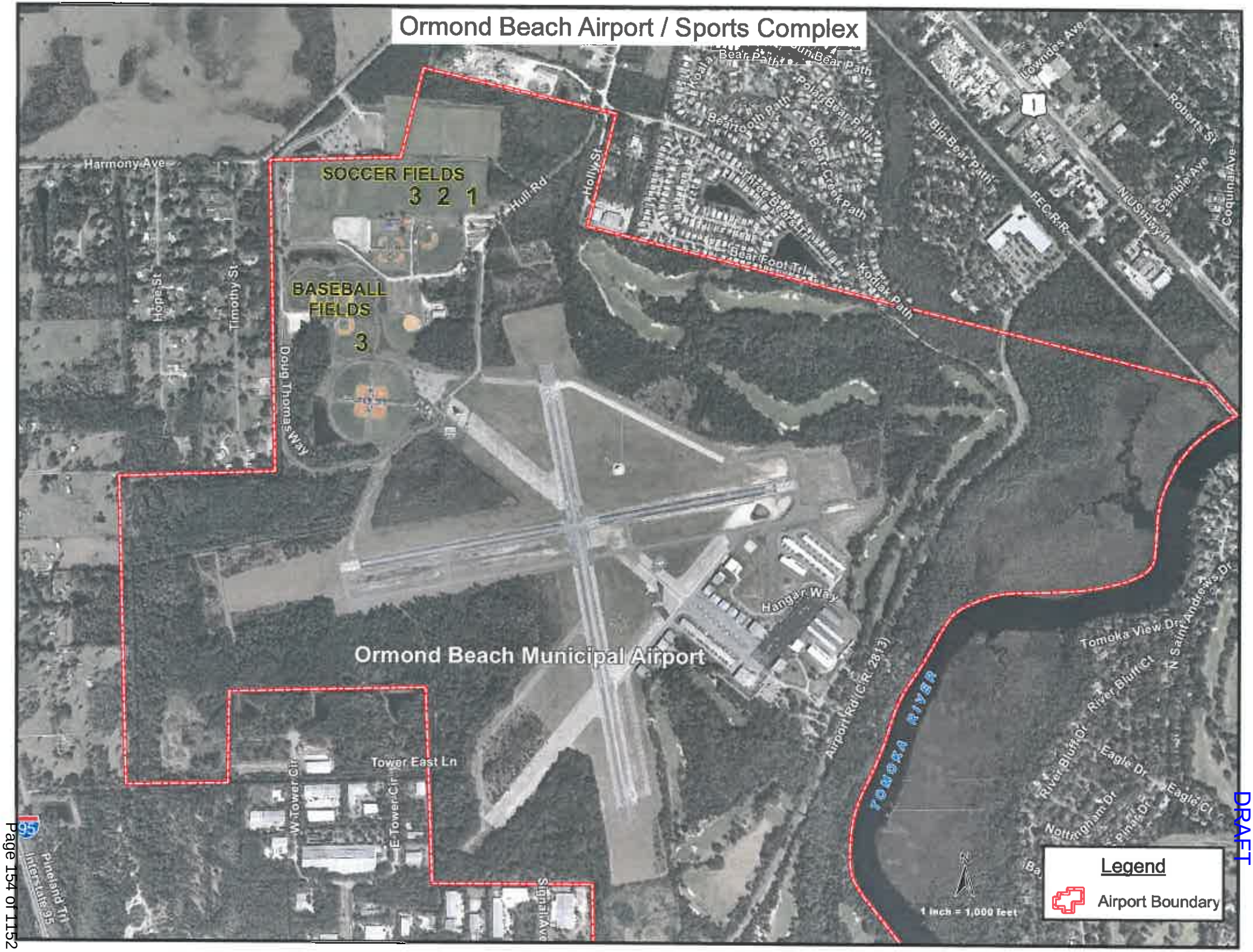
CERTIFICATE OF RECORDATION

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

This is to certify that a Quitclaim Deed dated June 2, 1959, from the UNITED STATES OF AMERICA conveying to the CITY OF ORMOND BEACH, FLORIDA, a portion of Tomoka Outlying Field for airport purposes, was filed in my office at 8:29 o'clock A. m. on the 10th day of July, 1959, and has been duly recorded at page 604 of Official Records Book No. 212 of the records in my office.

JESS MATHAS,
Clerk of the Circuit Court
Volusia County, Florida
By Clifford Butts
Deputy

RETURN TO
HUGH K. MAHON, JR.
Regional Counsel
GENERAL SERVICES ADMINISTRATION
50 SEVENTH STREET, N. E.
ATLANTA 23, GEORGIA


Ormond Beach Airport / Sports Complex
SOCCER FIELDS
3 2 1
BASEBALL FIELDS
3
Harmony Ave
Hull Rd
Holly St
Hope St
Timothy St
Doug Thomas Dr
Bear Path
Polar Bear Path
Bear Tooth Path
Great Bear Trail
Great Creek Path
Bear Foot Trl
Kodiak Path
Big Bear Path
FEC R.R.
US Hwy 1
Gamble Ave
Roberts St
Coquina Ave
Hangar Way
Ormond Beach Municipal Airport
Airport Rd (CR 2813)
TOMOKA RIVER
Tomoka View Dr
N Saint Andrews Dr
River Bluff Ct
River Bluff Dr
Eagle Dr
Eagle Ct
Nottingham Dr
Pinal Dr
Tower East Ln
W Tower Cir
E Tower Cir
Signal Ave
Pineland Tr
Inter State 95
1 inch = 1,000 feet
Legend
Airport Boundary

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OFFICIAL DOCUMENTATION OF MATCH

RESOLUTION 2026-##

OPERATING FORECAST & BUSINESS PLAN: SOFTBALL QUAD

1. OPERATIONAL OVERVIEW

Once the field conversion and facility improvements are complete, the Parks & Recreation Department will implement an optimized programming schedule. The improvements will allow for expanded play on all four fields simultaneously, increasing the capacity for youth and adult leagues, as well as regional tournament hosting.

Staffing & Management

The facility is managed by the City's full-time Parks & Recreation infrastructure, utilizing a department of sixty-nine (69) employees responsible for staffing, programming, and comprehensive maintenance. Because the project focuses on infrastructure modernization and improved surfacing, additional staff will not be required to manage once improvements are complete.

Fees & Memberships

The Department maintains a uniform fee structure for all Volusia County residents. This structure is based on usage duration and the specific requirements for field preparation. The fee schedule for the softball quad is consistent for all Volusia County residents as this facility was previously awarded an ECHO grant.

2. 20-YEAR MAINTENANCE & REPLACEMENT PLAN

The Parks & Recreation Department utilizes a dual-track maintenance strategy, combining skilled internal labor with a continuing contractor program for specialized technical services. This ensures the facility remains in peak condition throughout the 20-year compliance period.

Frequency Task Detail

Daily/Weekly: Field Prep Grooming, moisture control, and debris removal to ensure safe playing surfaces.

Annual: Laser Leveling Precision grading of the infield surfaces to maintain drainage and prevent safety hazards.

Ongoing: Turf Care Systematic fertilization and aeration program to maintain high-traffic durability.

Years 5 & 15: Hardware Audit Comprehensive inspection and repair of backstops, perimeter fencing, irrigation and gates.

Year 10: Systems Check Inspection and component replacement for sports lighting and dugout structures.

Year 12: Surface Refresh Bulk replenishment of infield clay/surfacing and full restoration of drainage profiles.

Year 20: Lifecycle Audit Formal Engineering Assessment to evaluate structural integrity and plan future capital needs.

Long-term maintenance is fully integrated into the Parks & Recreation Department's operating budget, supported by the City's Capital Improvement Program (CIP).

FEASIBILITY STUDY: SOFTBALL QUAD

1. OVERVIEW OF PRACTICALITY

The City of Ormond Beach initiated an update to its Parks & Recreation Master Plan to assess the practicality and community necessity of facility improvements. This study confirms that improvements to the softball quad is not only practical, but essential for meeting documented community demand and ensuring a high-quality user experience.

2. PUBLIC ENGAGEMENT & DATA COLLECTION

The foundation of this study rests on comprehensive public outreach conducted during the Master Plan update, which included:

- Statistically Valid Survey: Sent directly to the public to gauge prioritized needs.
- Public Workshops: Meetings and audience polling conducted to gather qualitative feedback.
- Board Consultation: A joint session of the Parks & Recreation Advisory Board (formerly known as Leisure Services Advisory Board) and the Quality of Life Board with member polling.

3. KEY FINDINGS & SUPPORT FOR ATHLETIC FIELDS

The compiled “Existing Conditions and Needs Assessment Findings” presented to the City Commission demonstrates substantial public support for this project:

- High Utilization: Survey data indicates that 25.1% of respondents (36.25% of online respondents) have visited the Ormond Beach Sports Complex within the last two years. (For fiscal year 2025-2026, there were 173 days of programming consisting of 2,556 hours, 10,116 participants and 25,295 in attendance at the softball quad.)
- Participation Rates: Approximately 24.6% of households participated in youth sports over the last five years, with online data showing participation as high as 38%.
- Strategic Priority: Upgrading existing parks, specifically athletic fields, was identified as Recommendation #2 in the summary of priority actions.
- Action Support: 51% of residents explicitly support city actions to "upgrade existing parks".

Quality of Life & Practicality

- Resident Benefits: By improving drainage and field surfaces, the project directly enhances the quality of life for Volusia County residents by reducing rain-outs and expanding programming capacity.
- Practical Implementation: The project is highly practical as it utilizes the existing footprint of the softball quad and is supported by a staff of 69 employees already managed by the Parks & Recreation Department.

Long-Term Viability & Compliance

- Life Expectancy: With the implementation of the proposed 20-year maintenance plan including annual laser leveling and a Year-12 surface refresh, the project is engineered to remain a premier facility for at least 20 years.
- Maintenance Capacity: The City maintains a continuing contractor program and has integrated the long-term upkeep of this facility into its Capital Improvement Program (CIP), ensuring full compliance throughout the Restrictive Covenants period.

4. SUMMARY OF FEASIBILITY

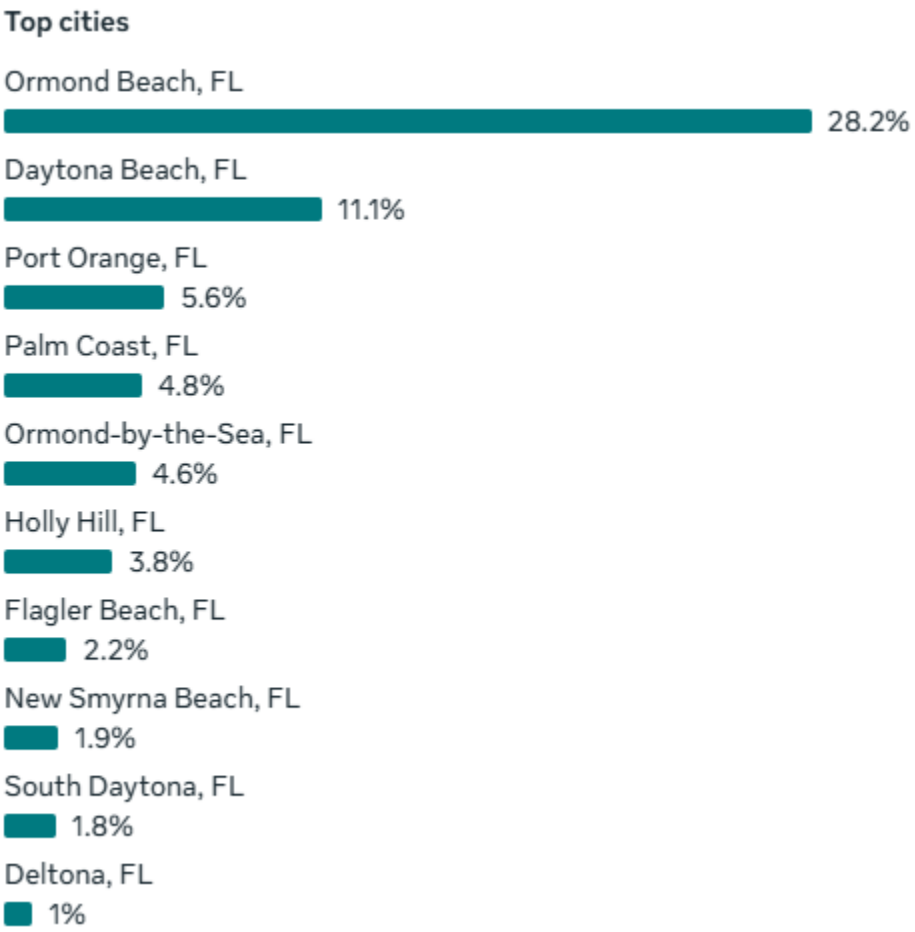
The data confirms that there is a clear mandate from the public to prioritize these improvements. Given the high participation in youth sports and the existing administrative infrastructure of the Parks & Recreation Department, the improvements to the softball quad are a fiscally responsible and operationally sound investment for the City and the County.

Ormond Beach Sports Complex Softball Quad Marketing Plan

Currently, the Ormond Beach Parks & Recreation Department partners with Volusia County Schools, the Daytona Beach Convention and Visitors Bureau, the Ormond Beach Youth Sports Associations, Bethune-Cookman University, various local, state and national sport associations.

Press releases, print advertisements, and social media notifications are used for promoting upcoming events and activities. Information is also being posted on the Sports Volusia website and the Ormond Beach website. Once the improvements are complete, the venue will continue to be marketed through the City's website, its social media platforms, and local media outlets.

Currently, the Ormond Beach Parks & Recreation Facebook page has 5,288 followers with 650,172 views in the past year. Furthermore, the Ormond Beach Parks & Recreation Instagram page has 2,201 followers with 36,053 views in the past year. The social media presence is popular, reaching to residents across Volusia County.



Shown above is the spread of followers from different cities on the Ormond Beach Parks & Recreation social media pages. This shows that residents from across Volusia County follow our page and will hear about new developments.

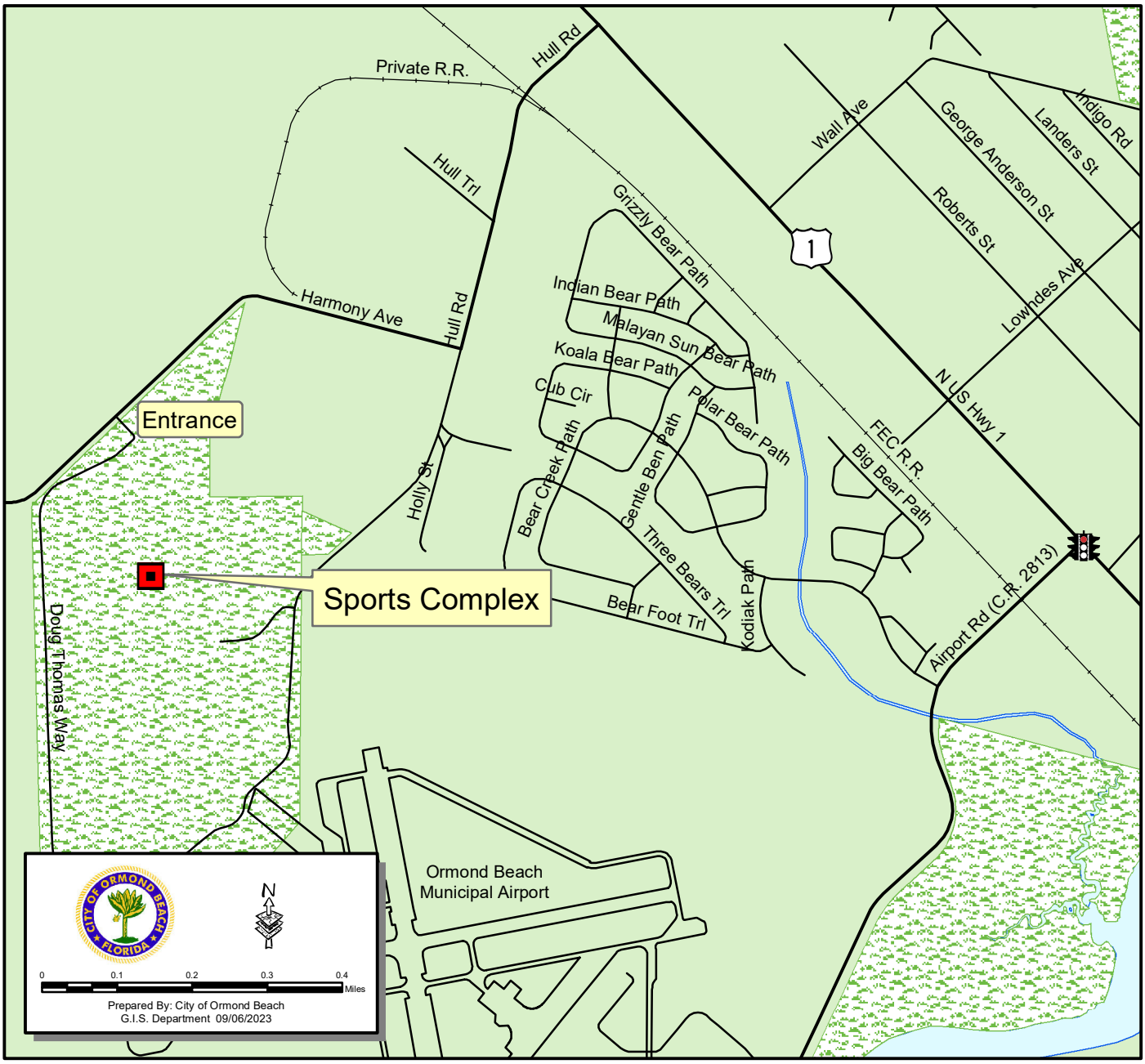
The Ormond Beach Parks & Recreation Department will inform Volusia County residents of this new project through an extensive social media campaign of updates throughout the process, videos highlighting what the project will look like, and when it will be ready. This information will also be posted on the Ormond Beach website along with flyers of the new project being finished posted throughout various recreation centers in the county.

Residents will be informed through a maintained up-to-date website, including field availability, programming schedules, and maps showing access points, parking areas, and amenities. On-site signs will identify entrances, rules, and available facilities, ensuring residents can easily access and navigate the complex. Additionally, the Ormond Beach Parks & Recreation social media pages will highlight recreational opportunities coming up.

Program participants can register from the City's website. Customers can click "registration" on the Leisure Service webpage. After clicking on the link, customers are re-directed to the registration site where they will find information about program offerings and then can select their choices and complete the registration process.

STREET LOCATOR MAP

Ormond Beach Sports Complex
Location Map



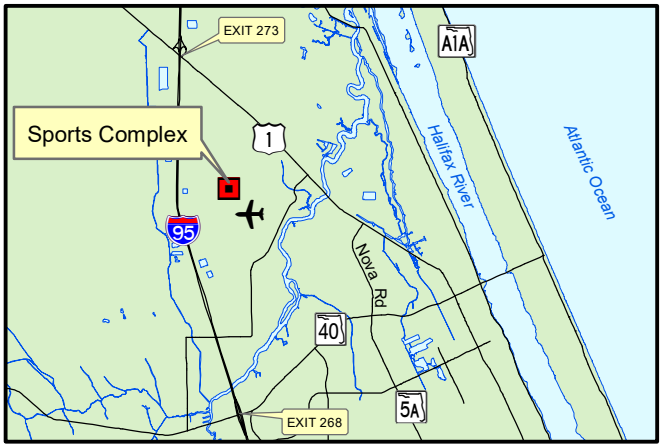
Driving Instructions

From I-95 Northbound:

- Get off at Exit #268 and turn right on SR 40 (W Granada Blvd).
- Continue east on SR 40 approx. 2.5 miles to Nova Rd (SR5A).
- Turn left on Nova Road for approx. 1.5 miles to US Hwy 1.
- Turn left on US Hwy 1 for approx. 2 miles to Hull Road.
- Turn left on Hull Road for 1 mile to Harmony Avenue.
- Turn right on Harmony Ave for 0.5 mile to the Sports Complex entrance.

From I-95 Southbound:

- Get off at Exit #273 and turn left on US Hwy 1.
- Continue south on US Hwy 1 approx. 2 miles to Hull Road.
- Turn right on Hull Road for 1 mile to Harmony Avenue.
- Turn right on Harmony Ave for 0.5 mile to the Sports Complex entrance.



SITE PLAN & BOUNDARY SURVEY

Harmony Ave
Doug Thomas Way
Parking
Soccer
9 & 10
Multi-Purpose
11 & 12
Champions'
Field
7
Soccer
6
5
4
3
2
1
Pop Warner
Building
Optimist
Park
Hull Rd
Greg Smith
Field House
8
Parking
Playground
1
2
Wigley T-Ball
4
3
Kiwanis
Field
4
Parking
Pond
Timothy St
Doug Thomas Way
1
2
Wendelstedt
Baseball
3
Parking
Hull Rd
Pond
Maintenance
Parking
Championship
Softball
7
Doug Thomas Way
Proposed Softball Quad
Field Improvements
4
1
Softball
Quad
3
2
Parking
Limitless
Playground
Pond
Shuffleboard
Courts

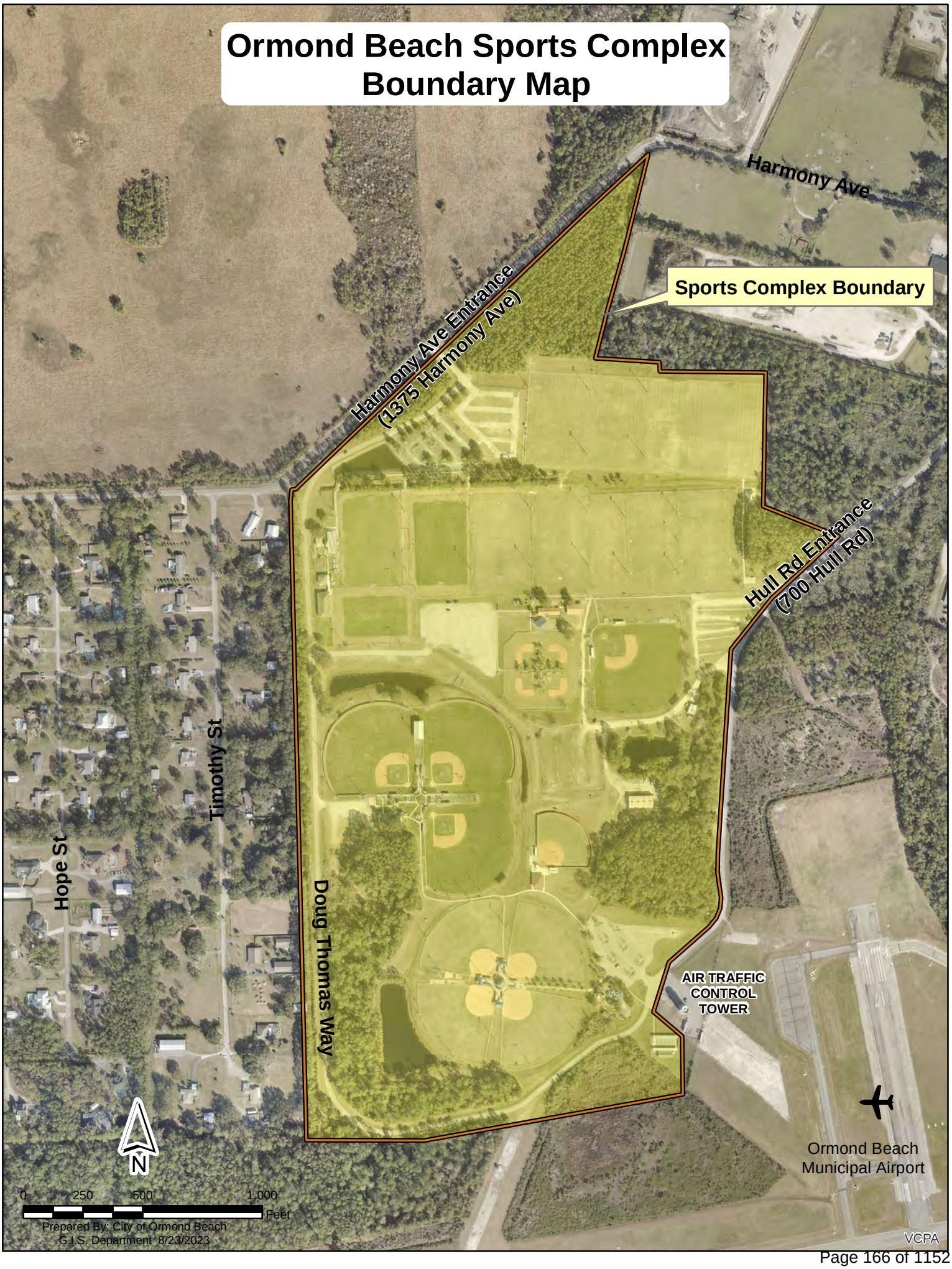
Ormond Beach Sports Complex
Overall Site Plan
Softball Quad

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FEET

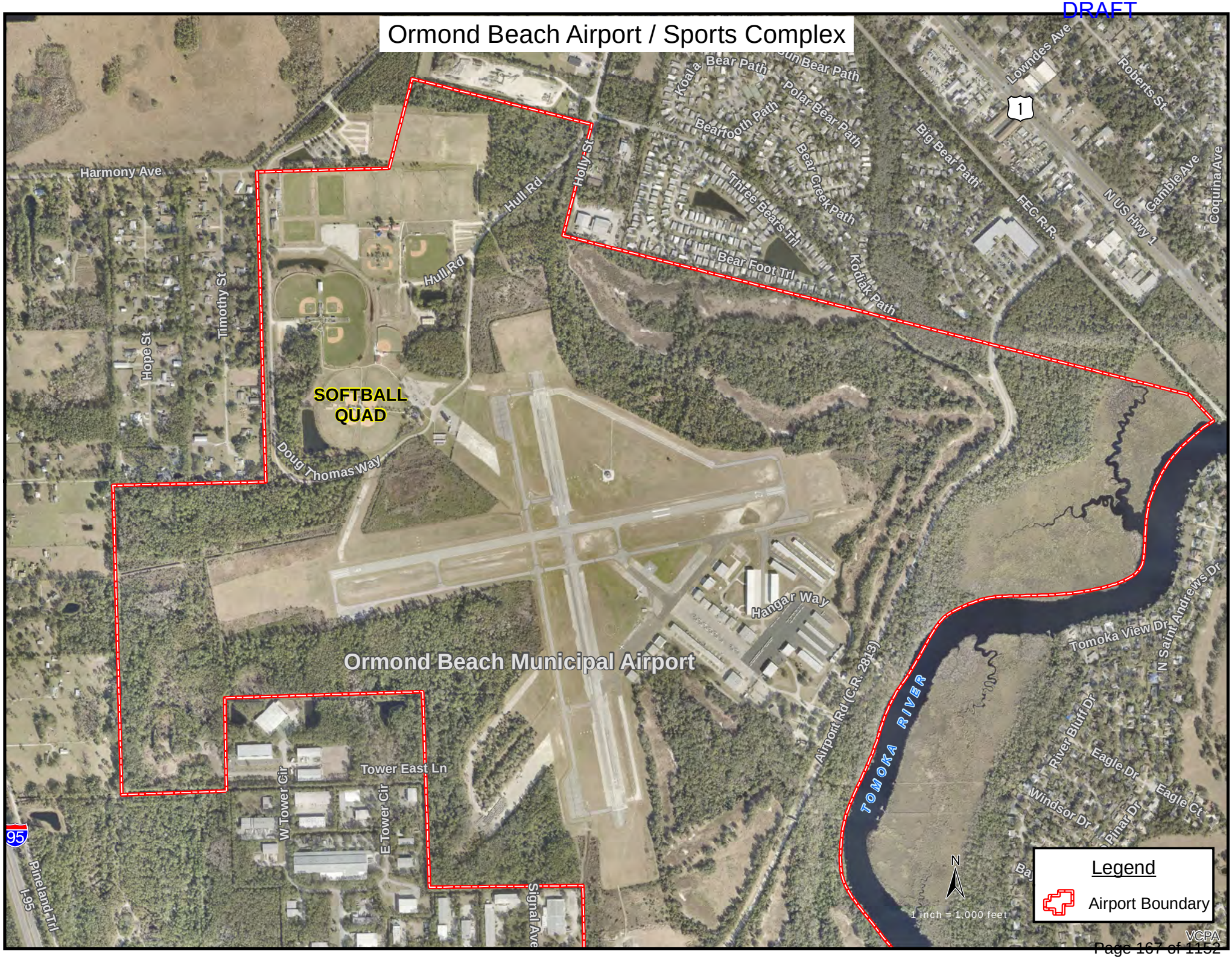
Prepared by the City of Ormond Beach
GIS Department 5/6/2026

Ormond Beach Sports Complex Boundary Map



DRAFT

Ormond Beach Airport / Sports Complex



VCPA

CITY OF ORMOND BEACH
PARKS & RECREATION DEPARTMENT

Fee Schedule
2025-2026

EXCERPTS

DEFINITIONS/CLARIFICATIONS
FOR PURPOSES OF FEE SCHEDULE

Information provided below applies to all classes, programs, events, activities, rentals within the Parks & Recreaion Department fee schedule, unless otherwise stated in fee schedule.

"RESIDENT" DEFINED. Proof of residency must be supplied at time of registration in order to receive resident rates/benefits.

- one who has a domicile or permanent residence within the City limits of Ormond Beach,
- a person who is permanently inhabiting quarters within the City limits of Ormond Beach,
- a person who owns real property within the City limits of Ormond Beach,
- a person who owns and operates a business (with a valid occupational license) physically located within the City limits of Ormond Beach,
- a person who is employed by the City of Ormond Beach.
- for purposes of programs, rentals and activities at The Casements and Rockefeller Gardens, the Nova Skate Park and Tennis Courts, Central Park, Andy Romano Beachfront Park, Environmental Discovery Center and the Sports Complex, a resident shall include a person who maintains his or her domicile or permanent residence in any of the incorporated municipalities within Volusia County or the unincorporated area of Volusia County, who operates a business in any of the incorporated municipalities within Volusia County or Volusia County or is employed by any municipality within Volusia County or by the County of Volusia. This is due to Volusia unincorporated area of ECHO grant funding that was provided for these locations.
- all other persons shall be classified as non-residents.

"SCHOLARSHIP CREDIT (FEE WAIVER)" DEFINED. A partial or full fee waiver given to resident participants who cannot afford the full cost of certain programs. They must meet certain scholarship eligibility requirements (provide current State of Florida letter verifying food stamp or Medicaid eligibility for child, or letter from school indicating eligibility for free lunch program.)

"NON-RESIDENT FEE": A non-resident shall pay 50% more than the resident fee or shall pay the non-resident rate if shown, as applicable. This applies to all fees shown in this fee schedule.

"FACILITY FEE": 10% is added to all "base" fees in the Parks & Recreation Department; (i.e., program, classes, rentals, etc.). The fees shown in this updated schedule do include the 10% facility fee.

“FACILITY CAP”: On programs or activities that can only handle a certain number of participants, residents will be accepted before nonresidents can be added to the program unless the program is co-sponsored by another agency, i.e., Volusia County.

"CENTER ACTIVITY CARDS": Cards are issued to those who wish to participate in center activities at a recreation center where there is no program or class chargeor class charge (i.e., free play basketball in gymnasium, game room activities). These cards are used at Nova Community Center and South Ormond Neighborhood Center or class charge (i.e., free play basketball in gymnasium, game room activities). These cards are used at Nova Community Center and South Ormond Neighborhood Center only.

"DAILY PASSES": In lieu of Center Activity Card, daily passes are offered for short term participation at the Nova Community Center and the South Ormond Neighborhood Center.

"NON-PROFIT": "Non-profit" groups shall pay 50% less than "For profit" groups or shall pay the non-profit rate as shown, if applicable.
Staff fees, overtime, utility charges, field lights, cleaning, other extra fees are not included in non-profit discounted fees.
In order to qualify for the reduced fee, the entity must submit a non-profit status certificate; i.e., 501(c)(3) status certificate.

"SALES TAX": FL State Sales Tax is required on rentals. Sales tax exempt certificate required for tax exemption.

CLASSES/PROGRAMS/EVENTS/FACILITY RENTALS
Note: Any classes, programs, events, facility rentals shown in this schedule are indicative of the Parks & Recreation Department offerings and may be added to or deleted as necessary with the approval of the Parks & Recreation Director.
Material and supplies may be an added fee, based on program requirements.

"Volunteer Instructor-run Classes": These classes are offered through the use of volunteer instructors. No class fee is charged to the participants.

"Room Rental to Class Instructors": The instructor will collect payment directly from the student and the City will receive a room rental fee from the instructor equivalent to 30% of the revenue collected plus 10% facility fee or the instructor may elect to pay the room rental shown in this fee schedule. There will be a minimum utility surcharge to the instructor depending on the total number of hours used, on a per program basis.

"Department-run Classes, Clinics": Class fees are established by the Coordinator in charge. Nonresident fees are 50% additional.

"Department-run Youth Sports": Youth Volleyball, Basketball Training League, Flag Football, Girl's Basketball, Summer Sports Clinics and other youth sports. Fee established by Athletics Supervisor.

"Department-run Adult Sports": Adult Coed Softball, Adult CoedVolleyball, Men's Basketball League, Men's Softball, Men's Baseball and other adult sports. Fee established by Athletics Supervisor.

"Parent Sponsored Youth Sports": Ormond Beach Youth Baseball/Softball Association; Ormond Beach Youth Soccer Club; Ormond Beach Youth Basketball Association: Ormond Beach Youth Football and Cheerleading Association, Inc.; Associations have the option and Ormond Beach Pride, Inc. "Base" fees are determined by each Association. to do their own registration or to have Parks & Recreation do the registration. Either way, per lease agreement with associations, fees collected are shared between City and Association as follows:

Association:	Base fee (as determined by Association)
City:	10% Facility fee (10% of fee charged to participant)
City:	Nonresident fee (50% additional which is charged to nonresidents only)
City:	If Dept. does the registration, a per participant registration fee of $2.50 per child is paid to City by Association.

FEES TO BE INCREASED 3% ANNUALLY, WITH CITY COMMISSION APPROVAL, UNLESS OTHERWISE NOTED.

*Please note: Fees in this document have been rounded up to the nearest dollar.

COMMUNITY EVENTS (continued.)			
	F/Y 23/24	***F/Y 24/25***	***F/Y 25/26***
70% vendor/30% city - concessions split at small events - typically less than 250 attendees; i.e. Movie Night, etc.)	70/30 split	70/30 split	70/30 split
Exhibitor - No Sales			
For Profit Deposit $50	$98-$190	$98-$190	$98-$190
Non-Profit Deposit $25	$52-$99	$52-$99	$52-$99
Specialty Vendors			
Game Merchant			
For Profit Deposit $100	$381	$392	$404
Non-Profit Deposit $50	$196	$202	$202
Amusements/Inflatables - Fees will be reviewed based on extension of venues.			
Mayor's Health & Fitness	$36-$72	$37-$74	$37-$74
ENVIRONMENTAL DISCOVERY CENTER (EDC)			
CLASSES/PROGRAMS:	***F/Y 23/24***	***F/Y 24/25***	***F/Y 25/26***
Enviro-Camp Per Session (8 weeks) Price per Week, Supplies may be additional	$122	$126	$126
Scholarships for camp are available through the Joyce Ebbets Scholarship Program			
CLASSROOM RENTALS: Utilities are $25 per day	$26-$47	$26-$47	$26-$47
Refundable Deposit	$81	$83	$85
Volusia Co. Nonprofit group (cont meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t & nonprofit cert required)	$60	$62	$62
Volusia Co. Nonprofit group (1 time) up to 2 hours (s/t & nonprofit cert required)	$33	$34	$34
Non-Volusia Co. Nonprofit group (cont meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t & nonprofit cert required)	$93	$96	$96
Non-Volusia Co. Nonprofit group (1 time) up to 2 hours (s/t & nonprofit cert required)	$46	$47	$47
Volusia Co. Group/Business (continuous meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t	$121	$125	$125
Volusia Co. Group/Business (1 time) up to 2 hours, plus s/t	$65	$67	$67
Non-Volusia Co. Group/Business (continuous meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t	$182	$187	$187
Non-Volusia Co. Group/Business (1 time) up to 2 hours, plus s/t	$97	$100	$100
Additional staff (overtime, other than normal work hours, etc) Hourly rate	$44	$45	$45
Additional Set Up, if applicable, per meeting	$32	$33	$33
COMMUNITY GARDEN PLOT			
Resident Fee	$20	$20	$25
GROUP FIELD TRIPS			
Group field trips are to be scheduled in advance. Groups larger than 10 people require a facility use agreement			
Schools and Scout groups: $3.00 per student. For every 10 students, one teacher or chaperon is free.			
Additional adults & family members are $6.00 each. Rentals are in 2-hour blocks.			
Adult Groups: $3.00 per person. Rentals are in 2-hour blocks.			
EDC Grounds: (i.e., weddings, social gatherings)			
Volusia Co. Residents Per hour	$83	$85	$85
Non-Volusia Co. Residents Per hour	$126	$130	$130
FIELD RENTAL - ATHLETIC FIELDS (EXCLUDES CHAMPIONSHIP FIELD #7)			
ORMOND BEACH SPORTS COMPLEX, NOVA COMMUNITY PARK COMPLEX, SO. ORMOND NEIGHBORHOOD CENTER	***F/Y 23/24***	***F/Y 24/25***	***F/Y 25/26***
ALL SPORTS			
Permit required.			
Non-refundable Deposit required on all field rentals	$250	$250	$250
A multi-day discount for field rental rates (excluding lights, extra marking, overtime, restroom cleaning, extra services) for			
consecutive day rentals will be applied as follows: 2nd day 20%; 3rd day 25%; 4th day and after 30% discount.			

FIELD RENTAL - ATHLETIC FIELDS (EXCLUDES CHAMPIONSHIP FIELD #7) (continued.)			
Rental of the Sports Complex in it's entirety for Events, Races & Etc. Per Day, not to exceed 12 hours.(6 month's advance notice required) For-Profit		$5,000	$5,000
Rental of the Sports Complex in it's entirety for Events, Races & Etc. Per day, not to exceed 12 hours. (6 month's advance notice required) Non-Profit		$2,500	$2,500
*includes the playground and restroom facilities but not the athletic fields			
Nonresident Teams and Colleges:	***F/Y 23/24***	***F/Y 24/25***	***F/Y 25/26***
Practice - per 3 hours	$171	$176	$176
Practice - additional hours over 3 hrs - Per hour	$63	$65	$65
Games - single each	$226	$233	$233
Games - doubleheader (2 games)	$351	$362	$362
Extra marking - Billed per man hour	$46	$47	$47
Lights - per each game/practice	$95	$98	$98
High Schools: (Rates may not apply to school(s) with lease agreements)			
Practice - per 3 hours	$116	$119	$119
Practice - additional hours over 3 hrs - Per hour	$40	$41	$41
Games - single each including pre-game marking	$163	$168	$168
Games - doubleheader (2 games)	$281	$289	$289
Doubleheader marking: Billed per man hour	$46	$47	$47
Lights - Per each game/practice	$95	$98	$98
City Co-Sponsored Youth Teams from Ormond Beach (OBYBSA, etc.):			
Practices	No Charge	No Charge	No Charge
Games each	No Charge	No Charge	No Charge
Association Sponsored Clinics - No more than one clinic per season	No Charge	No Charge	No Charge
Other Governmental Agency Groups: same as High Schools above			
Ormond Beach Business/Residents/Not for Profit Organizations			
Games/Practices Per Hour	$40	$41	$41
Lights - Add per each game/practice	$94	$97	$97
Marking per hour	$56	$58	$58
Extra marking - Billed per man hour	$46	$47	$47
Locker Room Use (OB Sports Complex at Wendelstedt Fields) Add per day	$71	$73	$73
Rental of Fields for Camps, Clinics: All administration/registration for these			
camps will be handled by the renting party.			
1 Day - Rental Charge (up to 4 hours per day) - per day per field	$171	$176	$176
1 Day - Rental Charge (Minimum 4 hours per day)- per day per field	$234	$241	$241
Lights - Add per session per field	$95	$98	$98
Extra marking - Billed per man hour	$46	$47	$47
Tournament Play			
Temporary Fencing			
Ballfield 200'	$2,060	$2,122	$2,122
Ballfield 300'	$2,884	$2,971	$2,971
Stadium Fields- Tournament - Per Field, Per Day (up to 8 hours per day)	$269	$277	$356
Staduim Fields - Tournament - Additional hours (over 8 hours - per hour)	$38	$39	$50
Field Maintenance Overtime - Billed per man hour	$45	$46	$46
Restroom Cleaning - Per service, plus supplies	$46	$47	$47
Add for Lights - Per game/practice	$92	$95	$95
PRESS BOX @ Rick Boehm Girls' Softball Field			
in addition to field rental			
Press box - Up to 4 hours, per day	$149	$153	$153
Press box - Additional hours - per hour	$37	$38	$38
SOCCER, FOOTBALL, LACROSSE, RUGBY			
Non-refundable Deposit required on all field rentals	$250	$250	$250
A multi-day discount for field rental rates (excluding lights, extra marking, overtime, restroom cleaning, extra services) for			
consecutive day rentals will be applied as follows: 2nd day 20%; 3rd day 25%; 4th day and after 30% discount.			

FIELD RENTAL - ATHLETIC FIELDS (continued.)			
	F/Y 23/24	***F/Y 24/25***	***F/Y 25/26***
Field Rental - all users (other than recreational parent-run sports) up to 4 hrs	$599	$617	$617
Field Rental - all users (other than recreational parent-run sports) up to 8 hrs	$857	$883	$883
Field Rental - Additional hours over 8 hours - per hour	$105	$108	$108
Lights - Per night	$195	$201	$201
PRESS BOX @ OB Sports Complex Championship Field #7			
in addition to field rental			
Press box - Up to 4 hours, per day	$149	$153	$153
Press box - Additional hours - per hour	$37	$38	$38
GREG SMITH FIELD HOUSE @ OB Sports Complex			
City Co-Sponsored Youth Groups:			
Pre-scheduled use pending availability and at discretion of Parks & Recreation Director or appointee.			
Field House Rental - up to 4 hrs per day	$250	$258	$258
Field House Rental - 4 to 8 hrs per day	$507	$522	$522
Field House Rental - over 8 hrs add per hour	$64	$66	$66
Lessee is responsible for restroom cleaning and/or field house cleaning - per cleaning	$47	$48	$48
Security Deposit - Refundable	$500	$500	$500
FIELD #7 RENTAL PACKAGE			
Includes up to 4 hours rental for Champion Field #7, Pressbox, Scoreboard & Greg Smith Field House	$860	$886	$886
Includes up to 8 hours rental for Champion Field #7, Pressbox, Scoreboard & Greg Smith Field House	$1,520	$1,566	$1,566
Not included: Lights per Night ADD	$194	$200	$200
Not included: Restroom and/or field house cleaning, per cleaning ADD	$47	$48	$48
Refundable Security Deposit for Greg Smith Field House ADD	$500	$500	$500
FORTUNATO PARK			
FORTUNATO GROUNDS	***F/Y 23/24***	***F/Y 24/25***	***F/Y 25/26***
Commercial Use/Events Park is rented in 4 hour increments Resident	$918	$946	$946
Non-commercial Private Events Park is rented in 4 hour increments Resident	$623	$642	$642
NOVA COMMUNITY CENTER - ACTIVITIES			
Center Activity Cards	***F/Y 23/24***	***F/Y 24/25***	***F/Y 25/26***
Residents - Free			
Single - Per person per year	$70	$72	$72
Family - Per family per year	$173	$178	$178
Sr. Citizen - Per person per year	$46	$47	$47
DAILY PASS			
Nonresidents pay per pass *Not increased annually	$4	$4	$4
CLASSES/PROGRAMS			
Classes/programs may be added/deleted as needed.			
NOVA COMMUNITY PARK - COURT RENTALS			
NOTE: This is an open free play facility. If reservations are requested, courts must be	***F/Y 23/24***	***F/Y 24/25***	***F/Y 25/26***
reserved in advance.			
TENNIS COURT RENTAL FOR SCHOOLS, COLLEGES, ORGANIZATIONS:			
Reservation Rates			
Resident Group: per court, per hour	$26	$27	$27

Ormond Beach Sports Complex—Softball Quad



Ormond Beach Sports Complex—Softball Quad





Ormond Beach Sports Complex—Softball Quad





Ormond Beach Sports Complex—Softball Quad



City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.F.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	FAA Airports Improvement Program (AIP) - Ormond Beach Municipal Airport Airfield Remarking and Rejuvenation		
Recommended Action	Staff recommends approval of the execution of the grant agreement with the FAA to fund the remarking and rejuvenation of the runway and taxilanes.		
Strategic Goal	Economic Development - Actively promote the value of the Municipal Airport and pursue improvements that maximize its use and economic/business contributions to the City.		
Department Staff Contact	Economic Development Brian Rademacher, Economic Development Director		

Summary

This is a resolution to authorize the execution of a grant from the Federal Aviation Administration to provide funding for the remarking and rejuvenation project.

During the latest FDOT annual airport safety and licensing inspection, it was found that there were inconsistencies between the existing airfield markings and the current standards for airfield markings established by the FAA. As a result, staff was informed by FDOT that the airfield markings must be re-painted, added or removed as needed in order to comply with FAA standards. This project is considered a high priority because airport pavement markings provide key information to pilots that is needed to ensure safe operations during takeoff, landing and taxiing.

The Airport Improvement Program (AIP - NPE) grant funding included in this resolution funds Runway 9-27 Remarking and Construction Administration and Inspection.

Financial Impact

The total cost for Construction/Engineering/Inspection (CEI) Services and Construction is $751,312. The City secured grant funding to cover the majority of the project. This item is for the approval of an FAA AIP grant for $125,000. FDOT grants will fund $411,103. The total Airport Fund 108 obligation is $102,775.60. This project was included in the FY 2025-26 budget.

The city anticipates receiving an additional FAA grant in the amount of $111,922.00 for the remarking and rejuvenation of Taxiway Alpha and Taxilane Charlie.

Citizen Impact

The Airfield Marking and Pavement Rejuvenation Project pertains specifically to current and planned airport operations. The improved markings and pavement conditions will serve as an operational safety enhancement for the flying public.

Attachments

1. 26-75 FAA (AIP) Grant - Airport Remarking (P26-0071G)
2. OMN-SOG-3-12-0059-033-2026-Grant Agreement - unsigned
3. Exhibit A

RESOLUTION NO. 2026-75

A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY AND THE FEDERAL AVIATION ADMINISTRATION REGARDING FUNDING FOR THE AIRPORT AIRFIELD REJUVENATION AND REMARKING PROJECT AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to enter into a Grant Agreement with the Federal Aviation Administration ("FAA") for the Airport Airfield Rejuvenation and Remarking Project at the Ormond Beach Municipal Airport (the "Project"), and

WHEREAS, the total cost of the Project is $751,312.00, and

WHEREAS, the Federal Aviation Administration ("FAA") has issued a Grant Agreement to provide grant funding from the Airport Improvement Program ("AIP") in the amount of $125,510.00 (a copy of which is attached hereto and incorporated herein by reference), representing fifty percent (50%) of the FAA eligible portion of this Project, and

WHEREAS, the Federal Aviation Administration ("FAA") is anticipated to issue a Grant Agreement to provide grant funding from the Infrastructure Investment and Jobs Act ("IIAG") in the amount of $111,922.00, representing forty-five percent (45%) of the FAA eligible portion of this Project, and

WHEREAS, the Florida Department of Transportation ("FDOT") will provide grant funds in the amount of $411,103.00 towards this Project, and

WHEREAS, City Manager has certified that $102,777.00 to fund the City's contribution for this Project is appropriated in the Airport Fund (108) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Grant Agreement between the City and the Federal Aviation Administration regarding funding for the Airport Airfield Rejuvenation and Remarking Project at the Ormond Beach Municipal Airport, and to pay the cost thereof using grant funds from the Federal Aviation Administration and the Florida Department of Transportation, and the Airport Fund.

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

APPROVED AND AUTHENTICATED, this 9th day of June, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

U.S. Department of Transportation Federal Aviation Administration

Orlando Airports District Office:
8427 South Park Circle, Suite 524
Orlando, FL 32819

Mr. Brian Rademacher
Economic Development Director
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Dear Mr. Rademacher:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0059-033-2026 at Ormond Beach Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **June 26, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Chastity Clark, (407) 487-7226, chastity.clark@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Juan C. Brown
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area: Ormond Beach Municipal Airport

Airport Grant Number: 3-12-0059-033-2026

Unique Entity Identifier: P7N5EWNDK217

TO: City of Ormond Beach

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated April 02, 2026, for a grant of federal funds for a project at or associated with the Ormond Beach Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Ormond Beach Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 09/27 Markings

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $125,510.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $125,510 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. **Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before June 26, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. *Provisions applicable to any sponsor or subrecipient.*

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated January, 2016, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. **Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoingooffer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Ormond Beach
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 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.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Ormond Beach, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of April 02, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

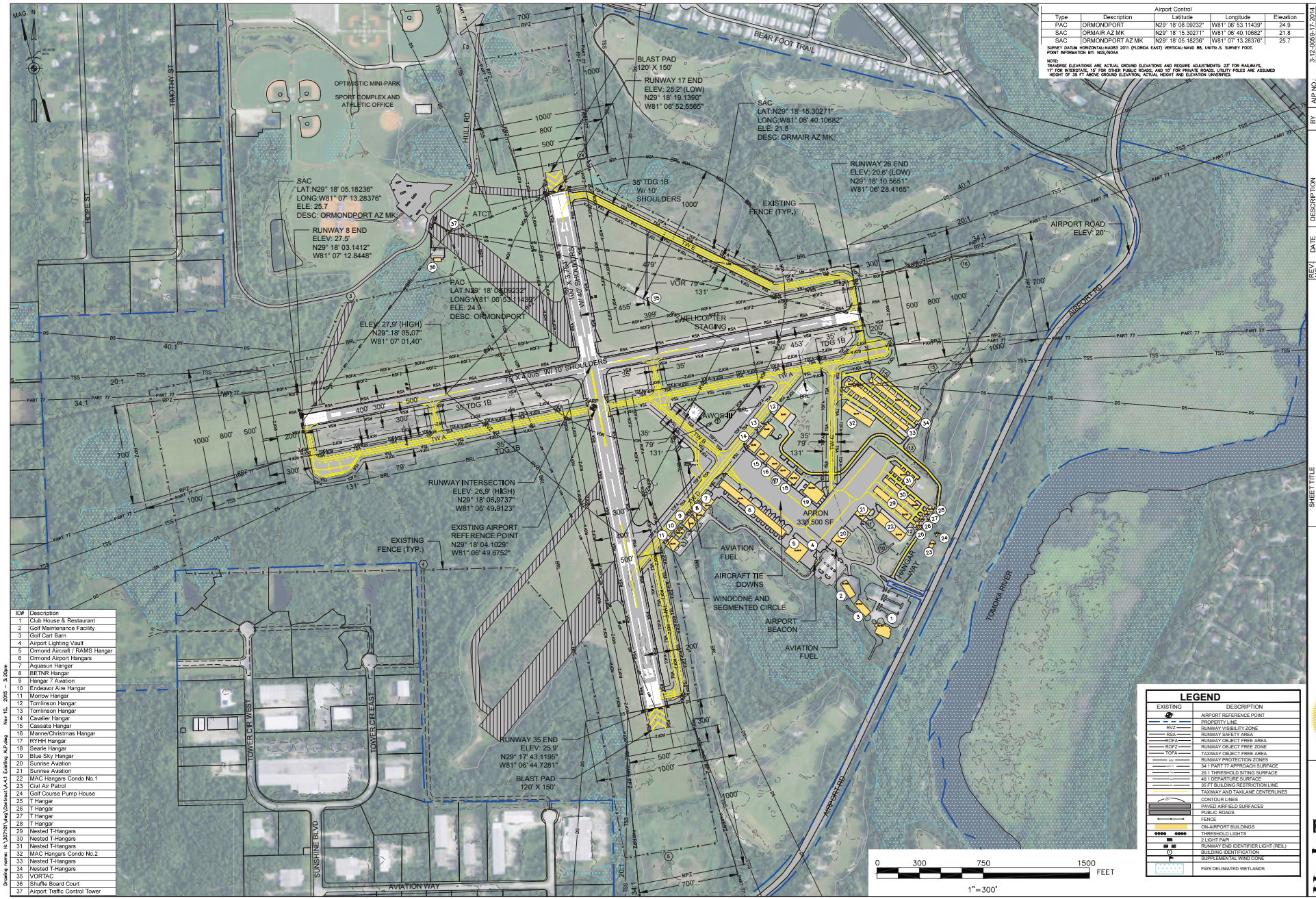
b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).



AIP NO.: 3-12-0055-17-2014
PROJ. NO.: 307101
DRAWN: JLC
DESIGN: MFM
CHECKED: MFM
DATE: OCTOBER 2015
SHEET 3 OF 14

REV NO | DATE | DESCRIPTION | BY
DO NOT SCALE DRAWING

SHEET TITLE

EXISTING AIRPORT LAYOUT PLAN

CITY OF ORMOND BEACH
ORMOND BEACH MUNICIPAL AIRPORT
ORMOND BEACH, FLORIDA

Hoyle, Tanner & Associates, Inc.
95 E. Mitchell Hammock Road,
Suite 200 Oviedo, FL 32765
Office PH: 407-380-1919
FaX: 407-380-1830
www.hoyletanner.com

Drawing name: H:\307101\dwg\Contract\A4.1 Existing AIP.dwg Nov 10, 2015 - 3:20pm

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.G.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	FDOT Grant Agreements - Ormond Beach Municipal Airport Airfield Remarking and Rejuvenation		
Recommended Action	Staff recommends approval of the execution of the grant agreement with FDOT to fund the airfield remarking and rejuvenation project.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Economic Development Brian Rademacher, Economic Development Director		

Summary

This is a resolution to authorize the execution of 2 grants from the Florida Department of Transportation (FDOT) Aviation for Airport Airfield Remarking and Rejuvenation of Runway 9-27, Runway 17-35, and Taxiways Alpha, Charlie, Echo, Foxtrot and Golf.

During the latest FDOT annual airport safety and licensing inspection, it was found there were inconsistencies between the existing airfield markings and the current standards for airfield markings established by the Federal Aviation Administration (FAA). FDOT informed staff the airfield markings must be re-painted, added or removed as needed in order to comply with FAA standards. This project is considered a high priority because airport pavement markings provide key information to pilots that is needed to ensure safe operations during takeoff, landing and taxiing.

FDOT Grant FM# 454708-1 is an 80/20 grant and will fund the non-FAA eligible portions of this project, which includes Runway 17-35 and Taxiways Echo, Foxtrot and Golf. FDOT Grant FM# 454708-2 is FDOT's 4% match for the FAA eligible portion of this project. The FAA grants have been programmed and will be issued by the FAA in the coming weeks.

Financial Impact

The total cost for Construction/Engineering/Inspection (CEI) Services and Construction is $751,312. The City secured grant funding for the majority of the project. This item is for the approval of two FDOT grants to fund $411,104.40. FDOT Grant FM# 454708-1 for $401,106,

which is part of the 80/20 grant. FDOT Grant FM# 454708-2 for $9,997, which is the State's share in the FAA AIP grants. The total Airport Fund - 108 obligation is $102,775.60. This project was included in the FY 2025-26 budget.

Citizen Impact

This project pertains specifically to airport operations. The improved markings and pavement conditions serve as an operational safety enhancement for the flying public.

Attachments

1. 26-76 FDOT Grants - Airport Remarking (P26-0067G)
2. PTGA to Sponsor 454708-2-94-01 Airfield Markings (FAA Portion) at OMN
3. PGTA to Sponsor 454708-1-94-02 Airfield Markings (Non-FAA) at OMN

RESOLUTION NO. 2026-76

A RESOLUTION AUTHORIZING THE EXECUTION OF TWO PUBLIC TRANSPORTATION GRANT AGREEMENTS BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING FUNDING FOR THE AIRPORT AIRFIELD REJUVENATION AND REMARKING PROJECT AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to enter into two Public Transportation Grant Agreements with the Florida Department of Transportation ("FDOT") for the Airport Airfield Rejuvenation and Remarking Project at the Ormond Beach Municipal Airport (the "Project"), and

WHEREAS, the total cost of the Project is $751,312.00, and

WHEREAS, the Florida Department of Transportation ("FDOT") has issued a Public Transportation Grant Agreement ("PTGA") to provide grant funding in the amount of $401,106.00 (a copy of which is attached hereto and incorporated herein by reference), representing eighty percent (80%) of the non-FAA eligible portion of this Project, and

WHEREAS, the Florida Department of Transportation ("FDOT") has issued a Public Transportation Grant Agreement ("PTGA") to provide grant funding in the amount of $9,997.00 (a copy of which is attached hereto and incorporated herein by reference), representing four percent (4%) of the FAA eligible portion of this Project, and

WHEREAS, the Federal Aviation Administration ("FAA") will provide grant funds in the amount of $237,432.00, representing ninety-five percent (95%) of the FAA eligible portion of this Project, and

WHEREAS, City Manager has certified that $102,777.00 to fund the City's contribution for this Project is appropriated in the Airport Fund (108) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute two Public Transportation Grant Agreements between the City and the Florida Department of Transportation regarding funding for the Airport Airfield Rejuvenation and Remarking Project at the Ormond Beach Municipal Airport, and to pay the cost thereof using grant funds from the Florida Department of Transportation and the Federal Aviation Administration, and the Airport Fund.

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

APPROVED AND AUTHENTICATED, this 9th day of June, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
454708-2-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
				Vendor Number:	VF596000398020
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Ormond Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Airfield remarking and pavement rejuvenation - FAA Eligible Portion - at Ormond Beach Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

Aviation
Seaports
Transit
Intermodal
Rail Crossing Closure
X **Match to Direct Federal Funding** (Aviation or Transit)
(Note: Section 15 and Exhibit G do not apply to federally matched funding)
Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

X Exhibit A: Project Description and Responsibilities
X Exhibit B: Schedule of Financial Assistance
*Exhibit B1: Deferred Reimbursement Financial Provisions
*Exhibit B2: Advance Payment Financial Provisions
*Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
X *Exhibit C: Terms and Conditions of Construction
X Exhibit D: Agency Resolution
X Exhibit E: Program Specific Terms and Conditions
X Exhibit E1: Prohibition Based on Health Care Choices
Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
*Exhibit G: Audit Requirements for Awards of State Financial Assistance
*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $249,929. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $9,997 and, the Department's participation in the Project shall not exceed 4.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes,the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity.This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Ormond Beach	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Name: _____	Name: James S. Stroz, Jr., P.E.
Title: _____	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Airfield Remarking and Pavement Rejuvenation - FAA Eligible Portion: Remarking Runway 9-27 and remarking and pavement rejuvenation of Taxiway Alpha and Taxilane Charlie.

B. Project Location (limits, city, county): Ormond Beach Municipal Airport/Ormond Beach, FL/Volusia
[X] Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Runway Markings: As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey costs, construction inspection costs, mobilization and demobilization, pavement marking removal, surface preparation, pavement markings, pavement rejuvenation, and safety barricades, including all materials, equipment, labor, and incidentals required to mark the runway, Taxiways, and Taxilanes. The specifics of the Project Scope for construction are described in and limited by the Project Construction Plans identified as "Airfield Rejuvenation and Remarking" at Ormond Beach Municipal Airport, prepared by Hoyle Tanner, dated March 2025, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. The Sponsor will comply with Aviation Program Assurances.

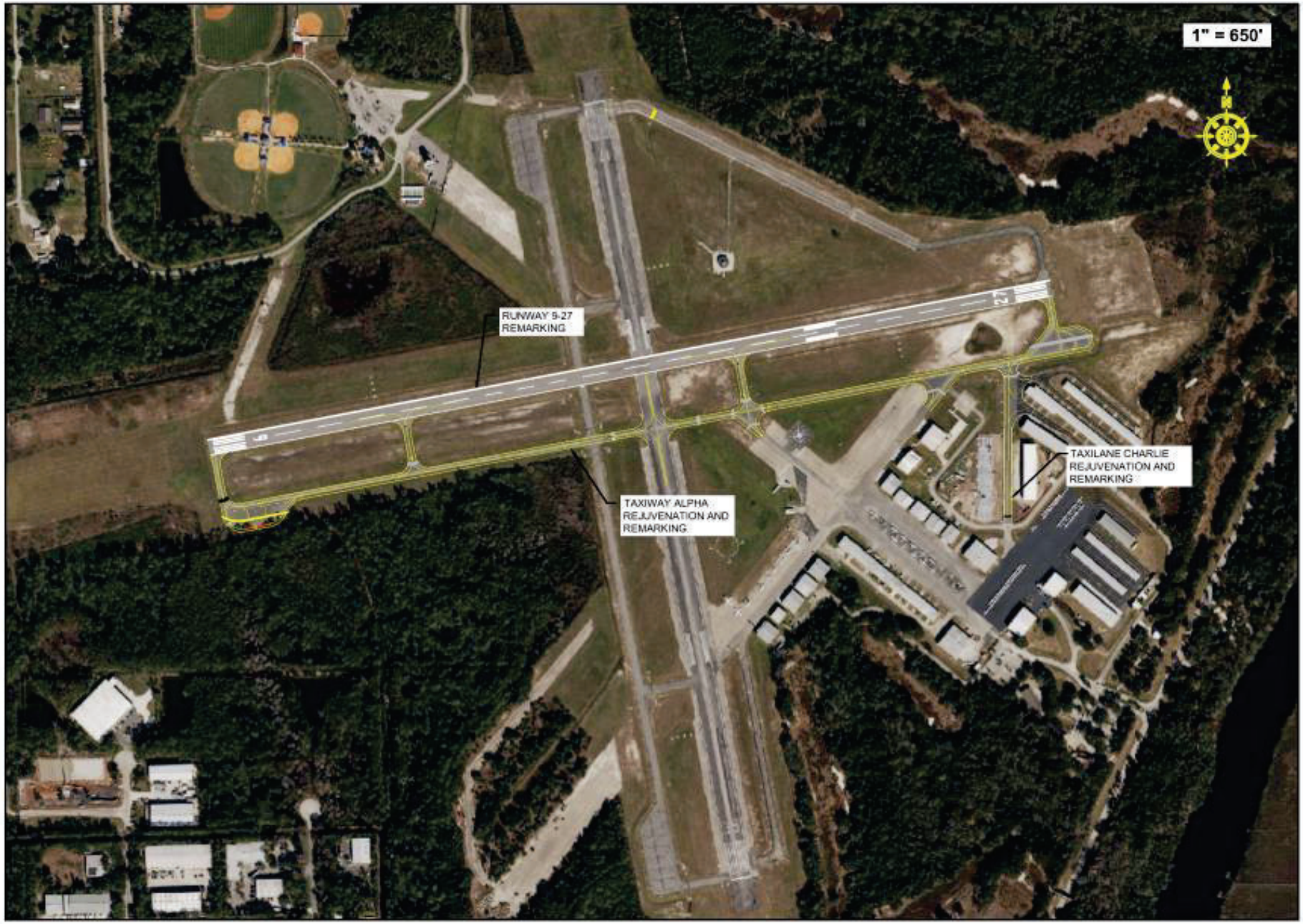
D. Deliverable(s): Final close out documents to be uploaded in JACIP

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



HOYLE TANNER	ORMOND BEACH MUNICIPAL AIRPORT ORMOND BEACH, FLORIDA	AIRFIELD REMARKING RUNWAY 9-27, TAXIWAY ALPHA AND TAXILANE CHARLIE	1

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454708-2-94-01	BIL	088719	2026	740100	N/A	N/A	$139,908.00
454708-2-94-01	DPTO	088719	2026	740100	N/A	N/A	$9,997.00
454708-2-94-01	FAA	088719	2026	740100	N/A	N/A	$97,524.00
454708-2-94-01	LF	088719	2026	740100	N/A	N/A	$2,500.00
	Total Financial Assistance						$249,929.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$9,997.00	$2,500.00	$237,432.00	$249,929.00	4.00	1.00	95.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$9,997.00	$2,500.00	$237,432.00	$249,929.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements
- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements
- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements
- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements
- Local Building Codes
- Local Zoning Codes

c. Department Requirements
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT E3

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION

(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and

b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
    c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

    The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR,DPTO	FLAIR Category:	088719
454708-1-94-02		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award		Org. Code:	55052000531
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000398020
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Ormond Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Airfield remarking and pavement rejuvenation - Non-FAA Eligible Portion - at Ormond Beach Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   Seaports
   Transit
   Intermodal
   Rail Crossing Closure
   Match to Direct Federal Funding (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   *Exhibit B1: Deferred Reimbursement Financial Provisions
   *Exhibit B2: Advance Payment Financial Provisions
   *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $501,383. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $401,106 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes,the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity.This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Ormond Beach	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Name: _____	Name: James S. Stroz, Jr., P.E.
Title: _____	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Airfield Remarking and Pavement Rejuvenation - Non-FAA Eligible Portion: Runway 9-27, Runway 17-35 and Taxiways Alpha, Charlie, Echo, Foxtrot and Golf.

B. Project Location (limits, city, county): Ormond Beach Municipal Airport/Ormond Beach, FL/Volusia
[X] Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Runway Markings: As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey costs, construction inspection costs, mobilization and demobilization, pavement marking removal, surface preparation, pavement markings, pavement rejuvenation, and safety barricades, including all materials, equipment, labor, and incidentals required to mark the runway, Taxiways, and Taxilanes. The specifics of the Project Scope for construction are described in and limited by the Project Construction Plans identified as "Airfield Rejuvenation and Remarking" at Ormond Beach Municipal Airport, prepared by Hoyle Tanner, dated March 2025, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

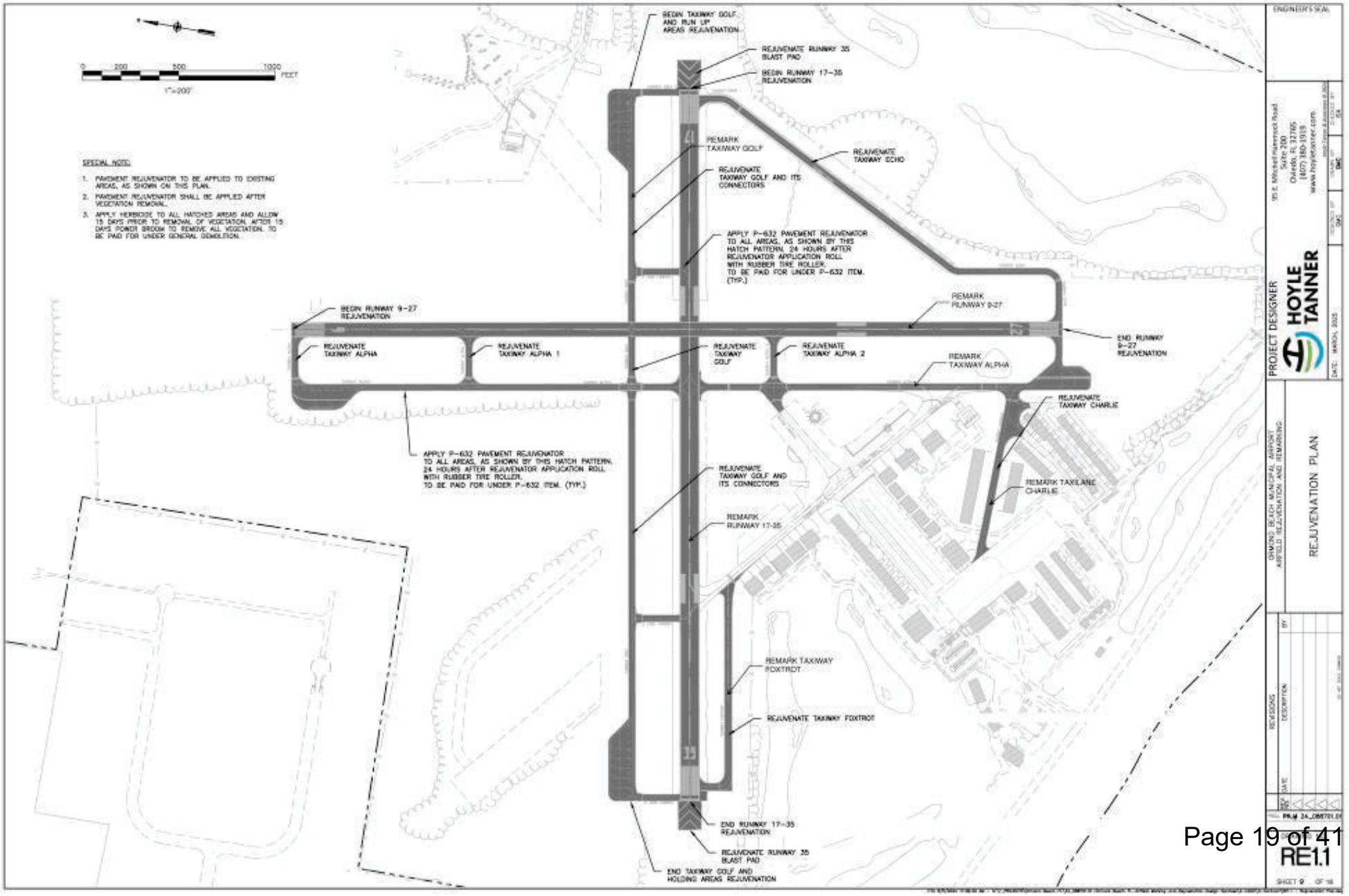

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1"=200'
SPECIAL NOTE:
1. PAVEMENT REJUVENATOR TO BE APPLIED TO EXISTING AREAS, AS SHOWN ON THIS PLAN.
2. PAVEMENT REJUVENATOR SHALL BE APPLIED AFTER VEGETATION REMOVAL.
3. APPLY HERBICIDE TO ALL HATCHED AREAS AND ALLOW 15 DAYS PRIOR TO REMOVAL OF VEGETATION. AFTER 15 DAYS POWER BROOM TO REMOVE ALL VEGETATION. TO BE PAID FOR UNDER GENERAL DEMOLITION.
BEGIN TAXIWAY GOLF AND RUN UP AREAS REJUVENATION
REJUVENATE RUNWAY 35 BLAST PAD
BEGIN RUNWAY 17-35 REJUVENATION
REMARK TAXIWAY GOLF
REJUVENATE TAXIWAY ECHO
REJUVENATE TAXIWAY GOLF AND ITS CONNECTORS
APPLY P-632 PAVEMENT REJUVENATOR TO ALL AREAS, AS SHOWN BY THIS HATCH PATTERN. 24 HOURS AFTER REJUVENATOR APPLICATION ROLL WITH RUBBER TIRE ROLLER. TO BE PAID FOR UNDER P-632 ITEM. (TYP.)
BEGIN RUNWAY 9-27 REJUVENATION
REMARK RUNWAY 9-27
END RUNWAY 9-27 REJUVENATION
REJUVENATE TAXIWAY ALPHA
REJUVENATE TAXIWAY ALPHA 1
REJUVENATE TAXIWAY GOLF
REJUVENATE TAXIWAY ALPHA 2
REMARK TAXIWAY ALPHA
REJUVENATE TAXIWAY CHARLIE
APPLY P-632 PAVEMENT REJUVENATOR TO ALL AREAS, AS SHOWN BY THIS HATCH PATTERN. 24 HOURS AFTER REJUVENATOR APPLICATION ROLL WITH RUBBER TIRE ROLLER. TO BE PAID FOR UNDER P-632 ITEM. (TYP.)
REJUVENATE TAXIWAY GOLF AND ITS CONNECTORS
REMARK TAXILANE CHARLIE
REMARK RUNWAY 17-35
REMARK TAXIWAY FOXTROT
REJUVENATE TAXIWAY FOXTROT
END RUNWAY 17-35 REJUVENATION
REJUVENATE RUNWAY 35 BLAST PAD
END TAXIWAY GOLF AND HOLDING AREAS REJUVENATION
ENGINEER'S SEAL
HOYLE TANNER
PROJECT DESIGNER
DAYTONA BEACH INTERNATIONAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
REJUVENATION PLAN
REVISIONS
NO. DATE DESCRIPTION BY
PRJ# 24_080701.01
RE1.1
SHEET 9 OF 18

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454708-1-94-02	DDR	088719	2026	751000	55.004	Aviation Grant Program	$280,000.00
454708-1-94-02	DPTO	088719	2026	751000	55.004	Aviation Grant Program	$121,106.00
454708-1-94-02	LF	088719	2026	751000	55.004	Aviation Grant Program	$100,277.00
	Total Financial Assistance						$501,383.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$401,106.00	$100,277.00	$0.00	$501,383.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$401,106.00	$100,277.00	$0.00	$501,383.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT E3

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION

(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and

b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
    c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

    The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $401,106

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.H.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Bid Award - Construction Services, Ormond Beach Municipal Airport Airfield Rejuvenation and Remarking		
Recommended Action	Staff recommends approval of the contract with Hi-Lite to provide construction services for the airport airfield remarking and rejuvenation project.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Economic Development Brian Rademacher, Economic Development Director		

Summary

This item is requesting approval to award a contract for construction services for the airport airfield rejuvenation and remarking at the Ormond Beach Municipal Airport.

During the latest Florida Department of Transportation (FDOT) annual airport safety and licensing inspection, it was found there were inconsistencies between the existing airfield markings and the current standards for airfield markings established by the Federal Aviation Administration (FAA). Staff was informed by FDOT that the airfield markings must be re-painted, added or removed as needed in order to comply with FAA standards. This project is considered a high priority because airport pavement markings provide key information to pilots to ensure safe operations during takeoff, landing and taxiing.

The City Commission was advised of staff's intention to advertise bids for the construction phase of this project on May 6, 2025. The City advertised Bid No. 2025-44 on May 11, 2025. A total of 4 bids were received and evaluated by staff and the City's airport engineering consultant for the project - Hoyle, Tanner and Associates (HTA). The bids received are as follows:

- Remac Inc. $770,461.95
- Hasco Inc. $763,122.60
- Better Barricades $743,310.25
- Hi-Lite Airfield $681,011.25

The bid submittals were evaluated by staff and HTA. Hi-Lite Airfield Services, Inc. submitted the lowest bid, which was found to comply with the RFB requirements. The Engineer's Opinion of Probable Costs for the project was $795,962.50 which was 17% higher than the bid submitted by Hi-Lite Airfield Services, Inc. All of the information provided by Hi-Lite Airfield Services, Inc. is adequate, indicating Hi-Lite Airfield Services, Inc. is qualified to provide the work.

A federal grant agreement will be provided to the City by the FAA, which has been programmed and will be issued in the coming weeks. The City is also in receipt of a Public Transportation Grant Agreement (PTGA) from the FDOT that will provide state funds for a portion, which is another item on this agenda.

Financial Impact

This project is included in the FY 2025-26 budget. The total cost of construction is $681,011.25. The City has secured grant funding that will cover the majority of this project. FAA Airport Improvement Program (AIP) and Infrastructure Investment & Jobs Act (IIJA) funding of $186,076; FDOT Aviation funding of $395,949; the Airport Fund 108 is $98,986.25.

Citizen Impact

This project pertains specifically to airport operations. The improved markings and pavement conditions serve as an operational safety enhancement for the flying public.

Attachments

1. 26-77 Hi-Lite Airport Remarking (P26-0066G)
2. Bid - Hi-Lite
3. Bid Acknowledgement Letter
4. Plans
5. Bid Tabulation

RESOLUTION NO. 2026-77

A RESOLUTION ACCEPTING A BID FROM HI-LITE AIRFIELD SERVICES, LLC FOR CONSTRUCTION SERVICES REGARDING THE AIRPORT AIRFIELD REJUVENATION AND REMARKING PROJECT, UNDER BID NO. 2025-44; 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. 2025-44) regarding construction services for the Ormond Beach Municipal Airport airfield rejuvenation and remarking 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 Hi-Lite Airfield Services, LLC with a bid in the amount of $681,011.25 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the Federal Aviation Administration will provide grant funds in the amount of $186,076.00, for the Project cost; and

WHEREAS, the Florida Department of Transportation will provide grant funds in the amount of $395,949.00, for the Project cost; and

WHEREAS, the City Manager has certified that $98,986.25 to fund the City's contribution for the Project is appropriated in the Airport Fund (108) and has 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 Hi-Lite Airfield Services, LLC to perform the Project at a total cost not to exceed $681,011.25 is hereby accepted.

SECTION TWO. All other bids relative to the aforedescribed Project shall be deemed rejected upon the execution of a contract with Hi-Lite Airfield Services, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Hi-Lite Airfield Services, LLC for the performance of the Project at the said price, and to pay the cost thereof using grant funds from the Federal Aviation Administration, the Florida Department of Transportation and the Airport Fund.

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

APPROVED AND AUTHENTICATED this 9th day of June, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

CONTRACTORS NAME Hi-Lite Airfield Services, LLC LICENSE NO. CGC1523534

PROJECT IDENTIFICATION: **Ormond Beach Municipal Airport**
Airfield Rejuvenation and Remarking

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2025-44

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

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

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

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

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

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

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

Date	Number
June 5, 2025	1
June 10, 2025	2

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

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

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

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

BID SCHEDULE

BID SCHEDULE A - AIP-ELIGIBLE REMARK RUNWAY 9-27 AND REMARK AND REJUVENATE TAXIWAY ALPHA AND TAXILANE CHARLIE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1.	C-105-1 Mobilization	1	LS	$20,484.00	$20,484.00
2.	C-105-2 Maintenance of Traffic	1	LS	$35,000.00	$35,000.00
3.	P-620-1 Runway/Taxiway Paint - Yellow	23,300	SF	$1.40	$ 32,620.00
4.	P-620-2 Runway/Taxiway Paint - Black	48,000	SF	$0.75	$ 36,000.00
5.	P-620-3 Runway/Taxiway Paint - White	33,645	SF	$1.25	$ 42,056.25
6.	Asphalt Rejuvenation, Including Surface Preparation, and Quality Control Testing	2,450	GAL	$ 24.15 5	$ 9,167.50

TOTAL BID SCHEDULE A $ 225,327.75
(Figures)

Two hundred twenty five thousand three hundred twenty seven dollars and seventy five cents
(Words)

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

BID SCHEDULE B - NON AIP-ELIGIBLE REMARK RUNWAY 17-35, TAXIWAYS ECHO, FOXTROT, AND GOLF

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1.	C-105-1 Mobilization	1	LS	$ 17,625.00	$ 17,625.00
2.	C-105-2 Maintenance of Traffic	1	LS	$ 20,000.00	$ 20,000.00
3.	H-030-1 General Demolition	1	LS	$ 12,840.00	$ 12,840.00
4.	P-620-1 Runway/Taxiway Paint - Yellow	26,720	SF	$ 1.40	$ 37,408.00
5.	P-620-2 Runway/Taxiway Paint - Black	58,010	SF	$ 0.75	$ 43,507.50
6.	P-620-3 Runway/Taxiway Paint - White	50,000	SF	$ 1.25	$ 62,500.00

TOTAL BID SCHEDULE B $ 193,880.50
(Figures)

One hundred ninety three thousand eight hundred eighty dollars and fifty cents

(Words)

BID SCHEDULE C - NON AIP-ELIGIBLE AIRFIELD REJUVENATION

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1.	C-105-1 Mobilization	1	LS	$23,800.00	$23,800.00
2.	C-105-2 Maintenance of Traffic	1	LS	$25,000.00	$25,000.00
3.	P-632-1 Asphalt Rejuvenation, Including Surface Preparation, and Quality Control Testing	8,820	GAL	$24.15	$213,003.00

TOTAL BID SCHEDULE C

$ 261,803.00
(Figures)

Two hundred sixty one thousand eight hundred three dollars and no cents
(Words)

TOTAL BID

$ 681,011.25
(Figures)

Six hundred eighty one thousand elven dollars and twenty five cents
(Words)

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

BIDDER agrees that the Work will be substantially completed within **50** calendar days after the date when the Contract Time commences to run, and completed within **80** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall

pay OWNER Nine Hundred and Four Dollars ($ 904.00) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

   (a) Required Bid Security in the form of

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

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

   (b) Equipment, Material, and Subcontractors List

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

   (d) Drug Free Workplace Certificate

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

   (f) Local Vendor Preference

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

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

   (i) Human Trafficking Affidavit, Section 787.06, Florida Statutes

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

Mailing Address: Hi-Lite Airfield Sercices, LLC (Edward Dingley
Street Address: 4816 Lena Rd
City, State, Zip Code: Bradenton, FL 34211
Email: edward.dingley@hi-lite.com
Telephone No.: 315-583-6111 ext. 709 Fax No.: (315) 777-8720

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 June 18, 2025.

If BIDDER is:

An Individual

By N/A
(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 N/A _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By Hi-Lite Airfield Services, LLC
(Corporation Name)

Texas
(State of Incorporation)

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

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

President
(Title)

(Corporate Seal)

Hi-Lite Airfield Services, LLC LIMITED LIABILITY COMPANY SEAL 2013 TEXAS

Attest _____

Business address: 20128 NYS Route 12F
PO Box 597
Watertown, NY 13601

Phone No.: 315-583-6111

Fax No.: 315-777-8720

If BIDDER is:

A Joint Venture

By N/A _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

Item	Supplier
Paint	Ennis Flint
Beads	Potters Industries
Seal Coat	PRI

Subcontractors:

Work Classification: N/A

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Subcontractors:

Work Classification: N/A

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	0	L.F.		
2. Sheeting/Shoring	0	S.F.		

Name (signature) Date

Christopher Miller
Name (typed or printed)

President
Title

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

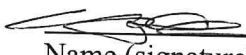
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

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

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

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

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



June 18, 2025
Name (signature) Date

Christopher Miller
Name (typed or printed)

President
Title

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
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.

Hi-Lite Airfield, LLC
COMPANY NAME


AUTHORIZED SIGNATURE

Christopher Miller
NAME (PRINT OR TYPE)

President
TITLE

June 18, 2020
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.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: N/A _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

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.

Hi-Lite Airfield Services, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Christopher Miller
NAME (PRINT OR TYPE)

President
TITLE

June 18, 2025
DATE

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

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

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

1. Affiant is the President (Title) of Hi-Lite Airfield Services, 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: June 16, 20 25 Signed: _____

Title: President Print Name: Christopher Miller

Entity: Hi-Lite Airfield Services, LLC

STATE OF: Florida COUNTY OF: Manatee

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: May 24, 2026

This page must be completed & notarized.

EDWARD K.F. DINGLEY
Notary Public-State of Florida
Commission # HH 268083
My Commission Expires
May 24, 2026

BID (Cont'd.)
ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING
ORMOND BEACH, FLORIDA

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

COUNTY OF Manatee

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

1. My name is Christopher Miller. I am over the age of Twenty-One years old. I am the President (Title) of Hi-Lite Airfield Services, 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: June 16, 20 25 Signature: _____

Print Name: Christopher Miller

Title: President

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: May 24, 2026

This page must be completed & notarized.

EDWARD K.F. DINGLEY
Notary Public-State of Florida
Commission # HH 268083
My Commission Expires
May 24, 2026

END OF BID

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Hi-Lite Airfield Services, LLC
20128 NYS Route 12F
Watertown, NY 13601

SURETY:
(Name, legal status and principal place of business)
Ascot Surety & Casualty Company
55 W 46th Street,
New York, NY 10036

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Ormond Beach FL
22 South Beach Street
Ormond Beach, FL 32174

BOND AMOUNT: Five Percent of Total Amount Bid (5% T.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)
Airfield Rejuvenation and Marking - Ormond Beach Municipal Airport

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of June , 2025 .

Hi-Lite Airfield Services, LLC (Seal) 2013

(Witness) Jennifer Egelston

Hi-Lite Airfield Services, LLC
(Principal)

(Title) Kelly Spinner, Vice-President of Finance

(Witness) Lauren Rumsey

Ascot Surety & Casualty Company
(Surety)

(Title) Aaron P. Clark, Attorney-in-Fact

HI-LITE
Airfield Services, LLC

May 12, 2026

City of Ormond Beach
Attn: Purchasing Department
22 S Beach Street
Ormond Beach, FL 32174

RE: Ormond Beach Municipal Airport, Airfield Rejuvenation and Remarking, Bid Number: 2025-44

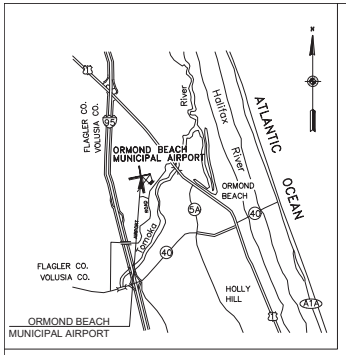
City of Ormond Beach,

This letter is to state that Hi-Lite Airfield Services LLC will execute the above referenced contract and preform the work outlines in the plans and specs for the price that was bid.

Sincerely,



Christopher Miller
President
Hi-Lite Airfield Services LLC



VICINITY MAP

ORMOND BEACH MUNICIPAL AIRPORT
ORMOND BEACH, FLORIDA

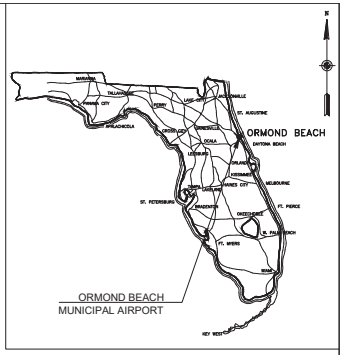
AIRFIELD REJUVENATION AND REMARKING

FDOT NO. 454708-1-94-01

HOYLE TANNER NO. 24.008701.01

BID NO. 2025-44

MARCH 2025



LOCATION MAP

GENERAL NOTES:

1. THE EXISTENCE AND LOCATION OF THE EXISTING UNDERGROUND FACILITIES SHOWN ON THESE DRAWINGS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS AND A CERTIFIED LAND SURVEY. ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND UTILITY FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL CONDITIONS. THE CONTRACTOR MUST TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO PERFORMING WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE.
2. THE CONTRACTOR MUST CONFIRM, BY FIELD MEASUREMENTS, THE LOCATION AND ELEVATION OF ALL IMPROVEMENTS TO BE CONSTRUCTED PRIOR TO ACTUAL CONSTRUCTION. THE CONTRACTOR MUST MAKE EXPLORATORY EXCAVATIONS TO LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO THE PLANS IF REVISIONS ARE NECESSARY DUE TO THE ACTUAL LOCATION OF THESE FACILITIES.
3. THE CONTRACTOR WILL BE RESPONSIBLE FOR AND HAVE COMPLETE CONTROL OVER THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES USED DURING CONSTRUCTION. THE CONTRACTOR MUST BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. THE CONTRACTOR WILL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR MUST DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER AND ITS AGENTS FROM ANY LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ITS AGENTS.
5. ALL WORK MUST BE IN ACCORDANCE WITH:
   A. FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULARS CONCERNING SAFETY AND CONSTRUCTION ON AIRPORTS, LATEST EDITION.
   B. FLORIDA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE SPECIFICATIONS, LATEST EDITION.
   C. THE CITY OF ORMOND BEACH STANDARD SPECIFICATIONS AND ORDINANCES, AS APPLICABLE.
   D. THE TECHNICAL SPECIFICATIONS AND CONTRACT DOCUMENTS.
   E. THE CONTRACT DRAWINGS.
   F. ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL CODES AND REGULATIONS.
6. UTILITY ALERT:
   BEFORE BEGINNING THE WORK, THE CONTRACTOR MUST VERIFY THE LOCATION OF THE UNDERGROUND FACILITIES BY CONTACTING THE VARIOUS UTILITY COMPANIES OR AGENCIES A MINIMUM OF 72 HOURS PRIOR TO BEGINNING WORK.
7. CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO GATES RESULTING FROM CONSTRUCTION ACTIVITY.
8. THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE ENGINEER IF ANY UNDERGROUND UTILITIES ARE DAMAGED. THE CONTRACTOR WILL PROVIDE ADEQUATELY TRAINED PERSONNEL TO REPAIR ANY DAMAGED UTILITIES WITHIN 24 HOURS OF DAMAGE. DAMAGE TO NAVIGATIONAL AIDS AND/OR LIGHTING MUST BE CALLED IN AND REPAIRED IMMEDIATELY. THE AIRPORT MUST NOT ENTER NIGHTTIME WITHOUT ALL NAVAIDS AND LIGHTS OPERATIONAL. THE CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS.
9. THE CONTRACTOR MUST RESTORE THE SITE TO ITS ORIGINAL (OR BETTER) CONDITION PRIOR TO COMPLETION OF THE PROJECT. THIS MEANS THAT ALL DISTURBED AREAS OUTSIDE THE PROJECT LIMITS MUST RECEIVE AS A MINIMUM, SEED & MULCH OR SOD. IN ADDITION ALL PROVISIONS OF THE CONTRACT WILL REMAIN IN EFFECT, AND MAINTENANCE OF TRAFFIC ON THE AIRPORT AND SAFETY PRECAUTIONS MUST BE PERFORMED ON A DAILY BASIS. ANY SECONDARY HAUL ROUTES MAY BE USED ONLY DURING SPECIAL CONSTRUCTION OPERATIONS AND BY PERMISSION ONLY. CONTRACTOR MUST COORDINATE WITH THE RESIDENT PROJECT REPRESENTATIVE FOR DIRECTION.

BOARD OF CITY COMMISSIONERS

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

CITY ADMINISTRATION

Joyce Shanahan, City Manager
Shawn Finley, Public Works Director
Alex Schumann, City Engineer
Steven Lichliter, Airport Manager

PE STAMP

100% SUBMITTAL

REV.	DESCRIPTION	DR. BY	CKD. BY	APPD. BY	DATE
3	90% DESIGN	GMC	ISA	WJM	3/17/25
2	30% DESIGN	GMC	ISA	WJM	1/10/25
1					

ORMOND BEACH, FL
ORMOND BEACH MUNICIPAL AIRPORT

G1.1 – TITLE SHEET

HOYLE TANNER
95 E Mitchell Hammock Road
Suite 200
Oviedo, FL 32765
Tel 407-380-1910
Web Page: www.hoyletanner.com

SCALE: NOT TO SCALE	PROJECT NO.	DRAWING NO.
DATE: MARCH, 2025	PRJ# 24_008701.01	G1.1
DES. BY GMC / DR. BY GMC / CHKD. BY ISA	SHEET 1 OF 20	

DRAWING INDEX

DRAWING NUMBER	DRAWING TITLE	SHEET NO.
G1.1	TITLE SHEET	1
G1.2	DRAWING INDEX AND LEGEND	2
G1.3	GENERAL SAFETY NOTES AND DETAILS	3
G1.4	GENERAL SAFETY AND PHASING PLAN	4
G1.5	PHASING PLAN – PHASE 1 AND 2	5
G1.6	PHASING PLAN – PHASE 1 2 AND 3	6
G1.7	PHASING PLAN – PHASE 1, 2, 3 AND 4	7
DE1.1	DEMOLITION PLAN	8
RE1.1	REJUVENATION PLAN	9
MK1.1	MARKING PLAN: RW 9–27 AND TAXIWAY ALPHA	10
MK1.2	MARKING PLAN: RW 9–27 AND TAXIWAY ALPHA	11
MK1.3	MARKING PLAN: RW 17–35, TAXIWAYS GOLF AND FOXTROT	12
MK1.4	MARKING PLAN: RW 17–35 AND TAXIWAY GOLF	13
MK1.5	MARKING PLAN: TAXIWAY CHARLIE	14
MK1.6	MARKING PLAN: TAXIWAY ECHO	15
MK1.7	MARKING PLAN: EAST AND WEST RAMPS	16
MK2.1	MARKING DETAILS	17
MK2.2	MARKING DETAILS	18

SUMMARY OF QUANTITIES

BID SCHEDULE A - AIP-ELIGIBLE REMARK RUNWAY 9-27 AND REMARK AND REJUVENATE TAXIWAY ALPHA AND TAXILANE CHARLIE

SPEC ITEM NO.	DESCRIPTION (BID WRITTEN IN WORDS)	UNIT	QTY	AS-BUILT QTY
C-105-1	MOBILIZATION	LS	1	
C-105-2	MAINTENANCE OF TRAFFIC	LS	1	
P-620-1	RUNWAY/TAXIWAY PAINT - YELLOW	SF	23,300	
P-620-2	RUNWAY/TAXIWAY PAINT - BLACK	SF	48,000	
P-620-3	RUNWAY/TAXIWAY PAINT - WHITE	SF	33,645	
P-632-1	ASPHALT REJUVENATION, INCLUDING SURFACE PREPARATION, AND QUALITY CONTROL TESTING	GAL	2,450	

BID SCHEDULE B - NON AIP-ELIGIBLE REMARK RUNWAY 17-35, TAXIWAYS ECHO, FOXTROT, AND GOLF

SPEC ITEM NO.	DESCRIPTION (BID WRITTEN IN WORDS)	UNIT	QTY	AS-BUILT QTY
C-105-1	MOBILIZATION	LS	1	
C-105-2	MAINTENANCE OF TRAFFIC	LS	1	
H-030-1	GENERAL DEMOLITION	LS	1	
P-620-1	RUNWAY/TAXIWAY PAINT - YELLOW	SF	26,720	
P-620-2	RUNWAY/TAXIWAY PAINT - BLACK	SF	58,010	
P-620-3	RUNWAY/TAXIWAY PAINT - WHITE	SF	50,000	

BID SCHEDULE C - NON AIP-ELIGIBLE AIRFIELD REJUVENATION

SPEC ITEM NO.	DESCRIPTION (BID WRITTEN IN WORDS)	UNIT	QTY	AS-BUILT QTY
C-105-1	MOBILIZATION	LS	1	
C-105-2	MAINTENANCE OF TRAFFIC	LS	1	
P-632-1	ASPHALT REJUVENATION, INCLUDING SURFACE PREPARATION, AND QUALITY CONTROL TESTING	GAL	8,820	

NO.	SUBMISSIONS	DATE
1	30% DESIGN	01/08/2025
2	90% DESIGN	3/17/2025

REVISION HISTORY			
NO.	DESCRIPTION	DATE	SHEETS AFFECTED

ENGINEER'S SEAL

PROJECT DESIGNER
HOYLE TANNER
95 E. Mitchell Hammock Road
Suite 200
Oviedo, FL 32765
(407) 380-1919
www.hoyletanner.com
Hoyle Tanner & Associates © 2024

DESIGNED BY SB | DRAWN BY DMC | CHECKED BY ISA

DATE: JANUARY 2025

ORMOND BEACH MUNICIPAL AIRPORT
TAXILANE BRAVO APRON AND T-HANGARS TAXILANE RECONSTRUCTION

DRAWING INDEX AND LEGEND

REVISIONS

REV. NO.	DATE	DESCRIPTION	BY

DO NOT SCALE DRAWING

PROJ. No.: 24.088701.02

DRAWING NO.
G1.2

SHEET 2 OF 27

HTA 8/6/2024 11:08:20 AM – G:\1_PROJECTS\Ormond-Beach-FL\24_088701.01-Ormond-Beach-FL-Airfield-Marking-and-Rejuvenation-Design-Services\2-CADD\5-Contract\G1.2 – Drawing Index and Legend.dwg

AIRPORT BUSINESS TO REMAIN OPEN

THE CONTRACTOR SHALL COORDINATE ANY WORK EFFORTS THAT WOULD IMPEDE AIRCRAFT ACCESS TO AIRPORT FACILITIES WITH THE AIRPORT OWNER/CITY REPRESENTATIVE AND THE ENGINEER IN ORDER TO ASSURE TIMELY COORDINATION WITH TENANTS. THE CONTRACTOR MUST MAINTAIN RADIO CONTACT WITH AIR TRAFFIC AT ALL TIMES BY MONITORING ALL FREQUENCIES.

AS FOLLOWS:
UNICOM: 123.05
ATCT GROUND: 121.625

GENERAL NOTES

REFERENCES:
FAA ADVISORY CIRCULAR NO. 150/5210-5D, PAINTING, MARKING, AND LIGHTING OF VEHICLES USED ON AN AIRPORT.

FAA ADVISORY CIRCULAR NO. 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.

FAA ADVISORY CIRCULAR NO. 150/5340-1M, STANDARDS FOR AIRPORT MARKINGS.

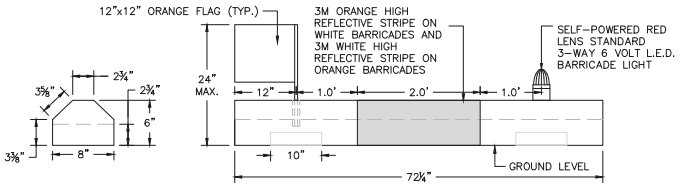
FEDERAL AVIATION ADMINISTRATION PARTS 77, 139, & 157 (WHEN APPLICABLE)

REFER TO PROJECT CONTRACT DOCUMENTS FOR ADDITIONAL INFORMATION.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FOLLOWING DOCUMENTS: VOLUME 1, CONTRACT DOCUMENTS, SUMMARY OF WORK AND PROJECT REQUIREMENTS VOLUME 2, TECHNICAL SPECIFICATIONS

1. ALL AIRCRAFT TRAFFIC ON ACTIVE RUNWAYS, TAXIWAYS, AND APRONS SHALL HAVE PRIORITY AND RIGHT-OF-WAY OVER CONTRACTOR'S TRAFFIC. NO MEN OR EQUIPMENT ARE ALLOWED WITHIN 62' OF AN ACTIVE TAXIWAY CENTERLINE, 250' OF ACTIVE RUNWAY CENTERLINE, OR AS DIRECTED BY THE OWNER.
2. LIGHTED BARRICADES SHALL BE PROVIDED BY THE CONTRACTOR TO DIRECT AIRCRAFT AWAY FROM CONSTRUCTION AREAS, AS SHOWN ON THE PLANS, WORK AREAS AND DETOURS FOR TAXING AIRCRAFT SHALL BE BARRICADED NIGHT AND DAY AS DIRECTED. BARRICADES SHALL BE BRIGHTLY COLORED AND MAX. 24" HIGH. THEY SHALL BE PLACED NOT CLOSER THAN 2' NOR FARTHER THAN 10' FROM ANY PAVEMENT EDGE UNLESS OTHERWISE APPROVED BY THE ENGINEER.
3. BARRICADES SHALL BE SECURED AGAINST WIND AND AIRCRAFT PROP BLASTS BY WEIGHTING OR NAILING INTO PAVEMENT.
4. NONE OF THE CONTRACTOR'S VEHICLES SHALL BE ALLOWED TO CROSS AN ACTIVE RUNWAY EXCEPT AS NOTED AND PROVIDED IN PROJECT CONTRACT DOCUMENTS, REFERENCED FAA ADVISORY CIRCULARS, AND THESE PLANS.
5. CONTRACTOR SHALL MAINTAIN AIRCRAFT ACCESS TO EXISTING BUSINESS AREAS AT ALL TIMES DURING CONSTRUCTION.
6. NO RUNWAY, TAXIWAY, APRON, OR AIRPORT ROADWAY SHALL BE CLOSED WITHOUT WRITTEN APPROVAL FROM THE AIRPORT OWNER WHO WILL THEN FILE THE NECESSARY "NOTICES TO AIRMEN" (NOTAMs) AND/OR ADVISORIES. REQUESTED CLOSINGS SHALL BE DIRECTED TO THE AIRPORT MANAGER. NOTAMs REQUIRE 48 HOURS NOTICE.
7. MATERIALS DELIVERY TO THE SITE: ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE WORK SITE WILL USE THE HAUL ROUTE AND CONTRACTOR'S STAGING AREA AT THE AIRPORT. THIS SHOULD PRECLUDE DELIVERY TRUCKS FROM TAKING SHORT CUTS THROUGH THE AIRFIELD AND ENTERING INTO AIRCRAFT OPERATIONS AREAS INADVERTENTLY.
8. AFTER THE JOB IS COMPLETED, THE CONTRACTOR SHALL RESTORE THE MATERIAL STORAGE, EQUIPMENT AREAS, AND ALL DISTURBED AREAS TO PRE-EXISTING CONDITIONS AT NO ADDITIONAL COST TO THE OWNER.
9. STATE AND LOCAL HIGHWAY LOAD LIMITS APPLY ON ALL HAUL ROUTES. ALL HAUL ROUTES SHALL BE RESTORED TO ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ALL RUNWAYS, TAXIWAYS AND AIRPORT ROADS SWEPT CLEAN OF ANY DEBRIS INTRODUCED BY HIS/HER CONSTRUCTION EQUIPMENT. ANY LIABILITY OR EXPENSES RESULTING FROM FOREIGN OBJECT DAMAGE TO AIRCRAFT FOUND TO BE CAUSED BY THE CONTRACTOR OR HIS SUBS SHALL BE BORNE SOLELY BY THE CONTRACTORS.
11. TEMPORARY DIRECTIONAL SIGNS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR WHICH WILL CAREFULLY ROUTE AIRCRAFT TRAFFIC AWAY FROM BARRICADED AREAS AND TO/FROM THE EXISTING APRON AND FBO AREAS, AS DIRECTED BY THE AIRPORT MANAGER AND SHOWN ON THESE PLANS (AS APPLICABLE). SIGNS SHALL BE SIZED AND COLORED SIMILARLY TO EXISTING PERMANENT GUIDANCE SIGNS, ALTHOUGH WOOD AND PAINT WILL BE ACCEPTABLE AND LIGHTING IS NOT REQUIRED. INSCRIPTIONS SHALL BE APPROVED BY THE ENGINEER PRIOR TO FABRICATION & USE. ALL TEMPORARY GUIDANCE SIGNS SHALL BE SECURED FROM WINDS OR PROP/JET BLASTS BY WEIGHING WITH SAND BAGS.
12. ALL CONTRACTOR VEHICLES THAT ARE AUTHORIZED TO OPERATE ON THIS AIRPORT OUTSIDE OF THE DESIGNATED CONSTRUCTION AREA LIMITS OR HAUL ROUTES AS SPECIFIED ON THE PLANS AND IN THE ACTIVE AIRCRAFT OPERATIONAL AREAS (AOA), SHALL DISPLAY IN FULL VIEW ABOVE THE VEHICLE A 3'x3' OR LARGER ORANGE AND WHITE CHECKERBOARD FLAG WITH EACH CHECKERBOARD COLOR BEING 1' SQUARE. ANY VEHICLE OPERATING IN THE ACTIVE AOA SHALL BE EQUIPPED WITH A FLASHING AMBER (YELLOW) DOME TYPE LIGHT, MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO LOCAL CODES FOR MAINTENANCE AND EMERGENCY VEHICLES.
13. ANY CONSTRUCTION ACTIVITY WITHIN 250' OF ACTIVE RUNWAY CENTERLINE OR 62' FROM AN ACTIVE TAXIWAY CENTERLINE OR OPEN EXCAVATIONS IN EXCESS OF 3" DEEP WITHIN THE ABOVE AREAS WILL REQUIRE CLOSURE OF THE AFFECTED RUNWAY, OR TAXIWAY, UNLESS OTHERWISE APPROVED BY THE AIRPORT MANAGER. ONLY ONE RUNWAY OR TAXIWAY CAN BE CLOSED AT A TIME AND ONLY AT THE APPROVAL OF THE AIRPORT MANAGER. THE CONTRACTOR MUST NOTIFY THE ENGINEER, OWNER REPRESENTATIVE, AND AIRPORT MANAGER A MINIMUM OF 48 HOURS PRIOR TO CLOSURE OF ANY RUNWAY.
14. CONTRACTOR'S VEHICLES THAT ARE REQUIRED TO CROSS ACTIVE RUNWAYS, TAXIWAYS, AND APPROACH RUNWAY PROTECTION ZONES SHALL DO SO UNDER THE DIRECT CONTROL OF A FLAGMAN. THE FLAGMAN SHALL BE TRAINED AND INSTRUCTED BY THE AIRPORT MANAGER AND/OR ENGINEER IN THE REGULATIONS GOVERNING OPERATIONS OF THE AOA AND THE AIRPORT. THE FLAGMAN SHALL BE FURNISHED BY THE CONTRACTOR AND POSSESS A RADIO TUNED TO FREQUENCY 121.625. ALL AIRCRAFT TRAFFIC ON RUNWAYS AND TAXIWAYS SHALL ALWAYS HAVE PRIORITY OVER CONTRACTOR'S TRAFFIC. THE CONTRACTOR SHALL APPROACH THE FIELD ENGINEER FOR INSTRUCTION, PRIOR TO VEHICLE ENCROACHMENT.
15. CONTRACTOR'S STOCKPILE AREA FOR EXCESS CONSTRUCTION MATERIAL TO BE USED ONLY DURING CONSTRUCTION OF THIS PROJECT. ALL MATERIAL NOT ACCEPTED BY THE OWNER SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND MUST BE DISPOSED OF FROM THE SITE AT NO ADDITIONAL COST TO THE OWNER UNLESS OTHERWISE APPROVED IN WRITING.
16. ANY WORK ASSOCIATED WITH THIS PROJECT THAT IS LOCATED WITHIN 250' OF ACTIVE PORTIONS OF RUNWAY OR WITHIN 62' OF ANY TAXIWAY WILL REQUIRE TEMPORARY CLOSING OF THE ASSOCIATED RUNWAY AND TAXIWAY. SEE THE PROJECT PHASING PLANS FOR MORE DETAILED INSTRUCTIONS ON CONSTRUCTION SEQUENCING AND AIR OPERATIONS AREA (AOA) CLOSURE(S). TEMPORARY LIGHTED BARRICADES SHALL BE CONSTRUCTED AT THE LOCATIONS SHOWN ON THE PHASING PLANS.
17. THE SITE AND SAFETY PLAN IS PART OF THE CONSTRUCTION CONTRACT WHEN EXECUTED BY ALL CONCERNED PARTIES.
18. ALL MATERIALS, MEN & EQUIPMENT SHALL BE MARSHALED BY THE CONTRACTOR ONTO AIRPORT PROPERTY VIA THE CONTRACTOR'S HAUL ROUTE(S) SHOWN ON THIS PLAN. NO OTHER ENTRANCES ARE APPROVED FOR CONSTRUCTION ACCESS. ONCE THROUGH THE GATE, THE CONTRACTOR SHALL PROVIDE ONE OR MORE PERSONNEL WITH AN AIRPORT RADIO, LIGHTED AND FLAGGED VEHICLE TO ESCORT ALL CONTRACTOR TRAFFIC ACROSS ANY ACTIVE AIRPORT AREAS.
19. CONTRACTOR'S VEHICLE TRAFFIC SHALL BE COORDINATED WITH THE ENGINEER'S REPRESENTATIVE IN THE FIELD AND THE OWNER.
20. THE SITE AND SAFETY PLAN DOES NOT RELINQUISH THE CONTRACTOR FROM ANY RESPONSIBILITY CONCERNING SAFETY ON AIRPORT PROPERTY. ULTIMATE RESPONSIBILITY RESTS UPON THE CONTRACTOR AT ALL TIMES WITH REGARD TO THE CONTRACTOR'S ACTIVITIES, INCLUDING ANY INCIDENTS OR ACCIDENTS FOUND TO RESULT FROM THESE CONSTRUCTION ACTIVITIES.
21. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THE WORK SHOWN ON THIS PLAN. ALL WORK FOR PROJECT PHASING AND SAFETY SHALL BE INCLUDED IN OTHER WORK ITEMS.
22. ALL SECURITY/ACCESS GATES SHALL REMAIN CLOSED AND LOCKED AT ALL TIMES (INCLUDING HAULING PROCEDURES) UNLESS CONTROLLED BY A DEDICATED FLAG PERSON PROVIDED BY THE CONTRACTOR.
23. INSPECTION BY OPERATIONS – PRIOR TO OPENING FOR AIRCRAFT USE, THE ENGINEER WILL ARRANGE FOR INSPECTION BY AIRPORT OPERATIONS OF ANY TAXIWAY OR RUNWAY THAT HAS BEEN CLOSED FOR WORK, OR THAT HAS BEEN USED FOR A CROSSING POINT OR HAUL ROUTE BY THE CONTRACTOR.
24. ALL SECURITY/ACCESS GATES SHALL REMAIN CLOSED AND LOCKED AT ALL TIMES (INCLUDING HAULING PROCEDURES) UNLESS CONTROLLED BY A DEDICATED FLAG PERSON PROVIDED BY THE CONTRACTOR.
25. INSPECTION BY OPERATIONS – PRIOR TO OPENING FOR AIRCRAFT USE, THE ENGINEER WILL ARRANGE FOR INSPECTION BY AIRPORT OPERATIONS OF ANY TAXIWAY OR RUNWAY THAT HAS BEEN CLOSED FOR WORK, OR THAT HAS BEEN USED FOR A CROSSING POINT OR HAUL ROUTE BY THE CONTRACTOR.
26. CONTRACTOR IS REQUIRED TO HAVE A PERSON ON CALL 24-HOURS A DAY FOR EMERGENCY MAINTENANCE OF AIRPORT LIGHTING AND BARRICADES. CONTRACTOR MUST FILE THE CONTACT PERSON'S NAME WITH AIRPORT OPERATIONS. WHENEVER CONTRACTOR'S EMPLOYEES ARE ON SITE WORKING, THE CONTRACTOR'S SUPERINTENDENT SHALL BE ACCESSIBLE VIA 800MHZ RADIO.
27. CONTRACTOR SHALL PROVIDE AN EMERGENCY NOTIFICATION LIST (24-HOUR CONTACT LIST) WHICH IDENTIFIES THE SUPERINTENDENT AND ALL SUBCONTRACTOR SUPERVISORS/LEADS.
28. EXCESS/UNSUITABLE MATERIAL WILL BE REMOVED FROM AIRPORT PROPERTY AT NO ADDITIONAL COST TO THE OWNER.





PROFILE
NO SCALE

ELEVATION
NO SCALE

NOTES:
1. BARRICADE CONSTRUCTED OF HIGH IMPACT, UV-RESISTANT POLYETHYLENE AS MANUFACTURED BY NEUBERT AERO CORP. (1-877-NAC-ARPT) OR SIMILAR APPROVED EQUAL.
2. EACH UNIT SHALL INCLUDE RED STANDARD 3-WAY LIGHT, 12" ORANGE FLAG AND 3M HIGH REFLECTIVE ORANGE TAPE.
3. BARRICADES SHALL BE PLACED AS SHOWN ON THESE PLANS OR AS DIRECTED BY THE RESIDENT ENGINEER.
4. SEE TECHNICAL SPECIFICATIONS FOR MANUFACTURER CUT OUT SHEETS.
5. BARRICADES MUST BE FILLED WITH WATER TO PREVENT MOVEMENT ONCE PLACED.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY BARRICADES FOR THE DURATION OF THE PROJECT.
7. BARRICADES SHALL BE SPACED NO MORE THAN 6 FEET APART.
8. ALL BARRICADES SHALL BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION.

TYPICAL WATER BARRICADE

N.T.S.

ENGINEER'S SEAL

95 E. Mitchell Hammock Road
Suite 200
Oviedo, FL 32765
(407) 380-1919
www.hoyletanner.com
Hoyle Tanner & Associates © 2022

CHECKED BY: ISA
DRAWN BY: GMC
DESIGNED BY: GMC
DATE: MARCH, 2025

PROJECT DESIGNER
HOYLE TANNER

ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING

GENERAL SAFETY NOTES AND DETAILS

REVISIONS		
REV. NO.	DATE	DESCRIPTION	BY

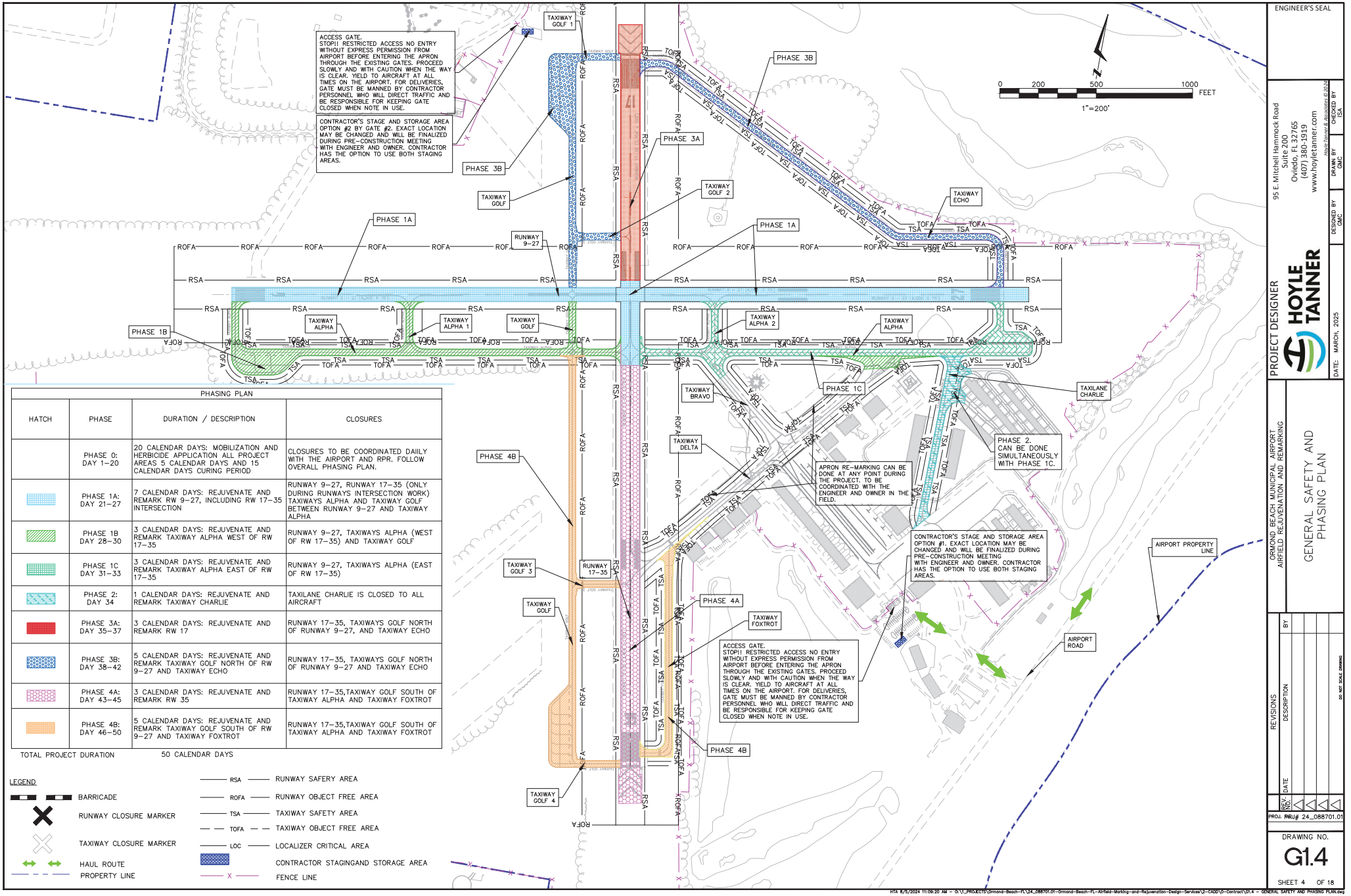
DO NOT SCALE DRAWING

PROJ. MGR.
PROJ. # 24_088701.01

DRAWING NO.
G1.3

SHEET 3 OF 18

RTA 8/5/2024 11:08:20 AM – G:\1_PROJECTS\Ormond-Beach-FL\24_088701.01-Ormond-Beach-FL-Airfield-Marking-and-Rejuvenation-Design-Services\2-CADD\0-Contract\G1.3 – General Safety Notes and Details.dwg



PHASING PLAN

HATCH	PHASE	DURATION / DESCRIPTION	CLOSURES
	PHASE 0: DAY 1–20	20 CALENDAR DAYS: MOBILIZATION AND HERBICIDE APPLICATION ALL PROJECT AREAS 5 CALENDAR DAYS AND 15 CALENDAR DAYS CURING PERIOD	CLOSURES TO BE COORDINATED DAIILY WITH THE AIRPORT AND RPR. FOLLOW OVERALL PHASING PLAN.
	PHASE 1A: DAY 21–27	7 CALENDAR DAYS: REJUVENATE AND REMARK RW 9–27, INCLUDING RW 17–35 INTERSECTION	RUNWAY 9–27, RUNWAY 17–35 (ONLY DURING RUNWAYS INTERSECTION WORK) TAXIWAYS ALPHA AND TAXIWAY GOLF BETWEEN RUNWAY 9–27 AND TAXIWAY ALPHA
	PHASE 1B DAY 28–30	3 CALENDAR DAYS: REJUVENATE AND REMARK TAXIWAY ALPHA WEST OF RW 17–35	RUNWAY 9–27, TAXIWAYS ALPHA (WEST OF RW 17–35) AND TAXIWAY GOLF
	PHASE 1C DAY 31–33	3 CALENDAR DAYS: REJUVENATE AND REMARK TAXIWAY ALPHA EAST OF RW 17–35	RUNWAY 9–27, TAXIWAYS ALPHA (EAST OF RW 17–35)
	PHASE 2: DAY 34	1 CALENDAR DAYS: REJUVENATE AND REMARK TAXIWAY CHARLIE	TAXILANE CHARLIE IS CLOSED TO ALL AIRCRAFT
	PHASE 3A: DAY 35–37	3 CALENDAR DAYS: REJUVENATE AND REMARK RW 17	RUNWAY 17–35, TAXIWAYS GOLF NORTH OF RUNWAY 9–27, AND TAXIWAY ECHO
	PHASE 3B: DAY 38–42	5 CALENDAR DAYS: REJUVENATE AND REMARK TAXIWAY GOLF NORTH OF RW 9–27 AND TAXIWAY ECHO	RUNWAY 17–35, TAXIWAYS GOLF NORTH OF RUNWAY 9–27 AND TAXIWAY ECHO
	PHASE 4A: DAY 43–45	3 CALENDAR DAYS: REJUVENATE AND REMARK RW 35	RUNWAY 17–35,TAXIWAY GOLF SOUTH OF TAXIWAY ALPHA AND TAXIWAY FOXTROT
	PHASE 4B: DAY 46–50	5 CALENDAR DAYS: REJUVENATE AND REMARK TAXIWAY GOLF SOUTH OF RW 9–27 AND TAXIWAY FOXTROT	RUNWAY 17–35,TAXIWAY GOLF SOUTH OF TAXIWAY ALPHA AND TAXIWAY FOXTROT
TOTAL PROJECT DURATION		50 CALENDAR DAYS	

LEGEND

- BARRICADE
- RUNWAY CLOSURE MARKER
- TAXIWAY CLOSURE MARKER
- HAUL ROUTE
- PROPERTY LINE
- RSA — RUNWAY SAFERY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- TSA — TAXIWAY SAFETY AREA
- TOFA — TAXIWAY OBJECT FREE AREA
- LOC — LOCALIZER CRITICAL AREA
- CONTRACTOR STAGINGAND STORAGE AREA
- FENCE LINE

ENGINEER'S SEAL

95 E. Mitchell Hammock Road
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Oviedo, FL 32765
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www.hoyletanner.com

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CHECKED BY: TSA
DESIGNED BY: GMC
DATE: MARCH, 2025

PROJECT DESIGNER
HOYLE TANNER

ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING

GENERAL SAFETY AND PHASING PLAN

REVISIONS

REV. NO.	DATE	DESCRIPTION	BY

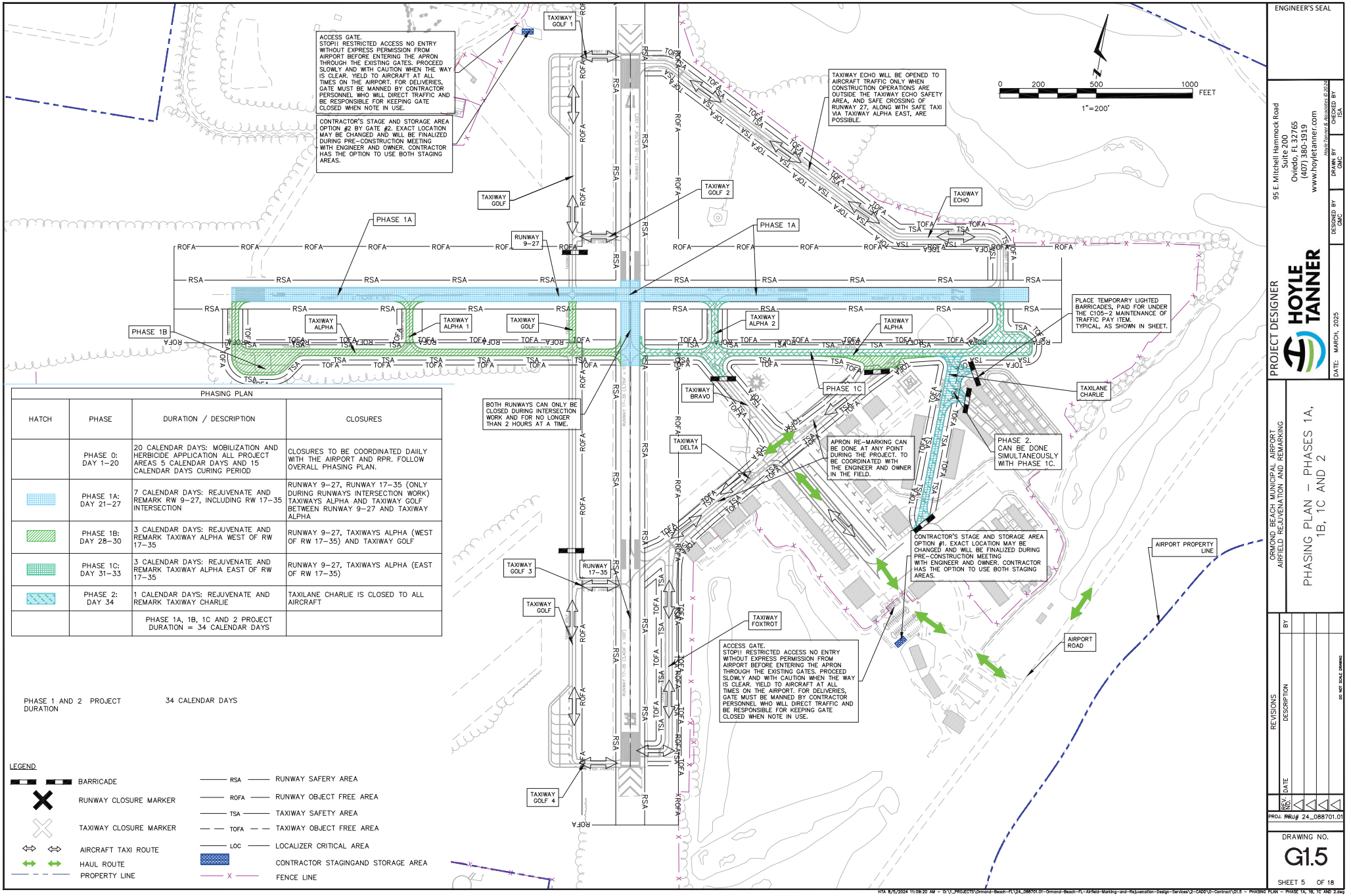
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SHEET 4 OF 18

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PHASING PLAN

HATCH	PHASE	DURATION / DESCRIPTION	CLOSURES
	PHASE 0: DAY 1–20	20 CALENDAR DAYS: MOBILIZATION AND HERBICIDE APPLICATION ALL PROJECT AREAS 5 CALENDAR DAYS AND 15 CALENDAR DAYS CURING PERIOD	CLOSURES TO BE COORDINATED DAIILY WITH THE AIRPORT AND RPR. FOLLOW OVERALL PHASING PLAN.
	PHASE 1A: DAY 21–27	7 CALENDAR DAYS: REJUVENATE AND REMARK RW 9–27, INCLUDING RW 17–35 INTERSECTION	RUNWAY 9–27, RUNWAY 17–35 (ONLY DURING RUNWAYS INTERSECTION WORK) TAXIWAYS ALPHA AND TAXIWAY GOLF BETWEEN RUNWAY 9–27 AND TAXIWAY ALPHA
	PHASE 1B: DAY 28–30	3 CALENDAR DAYS: REJUVENATE AND REMARK TAXIWAY ALPHA WEST OF RW 17–35	RUNWAY 9–27, TAXIWAYS ALPHA (WEST OF RW 17–35) AND TAXIWAY GOLF
	PHASE 1C: DAY 31–33	3 CALENDAR DAYS: REJUVENATE AND REMARK TAXIWAY ALPHA EAST OF RW 17–35	RUNWAY 9–27, TAXIWAYS ALPHA (EAST OF RW 17–35)
	PHASE 2: DAY 34	1 CALENDAR DAYS: REJUVENATE AND REMARK TAXIWAY CHARLIE	TAXILANE CHARLIE IS CLOSED TO ALL AIRCRAFT
		PHASE 1A, 1B, 1C AND 2 PROJECT DURATION = 34 CALENDAR DAYS	

PHASE 1 AND 2 PROJECT DURATION 34 CALENDAR DAYS

LEGEND

- BARRICADE
- RUNWAY CLOSURE MARKER
- TAXIWAY CLOSURE MARKER
- AIRCRAFT TAXI ROUTE
- HAUL ROUTE
- PROPERTY LINE
- RSA — RUNWAY SAFERY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- TSA — TAXIWAY SAFETY AREA
- TOFA — TAXIWAY OBJECT FREE AREA
- LOC — LOCALIZER CRITICAL AREA
- CONTRACTOR STAGINGAND STORAGE AREA
- FENCE LINE

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Suite 200
Oviedo, FL 32765
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PROJECT DESIGNER HOYLE TANNER

ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING

PHASING PLAN – PHASES 1A, 1B, 1C AND 2

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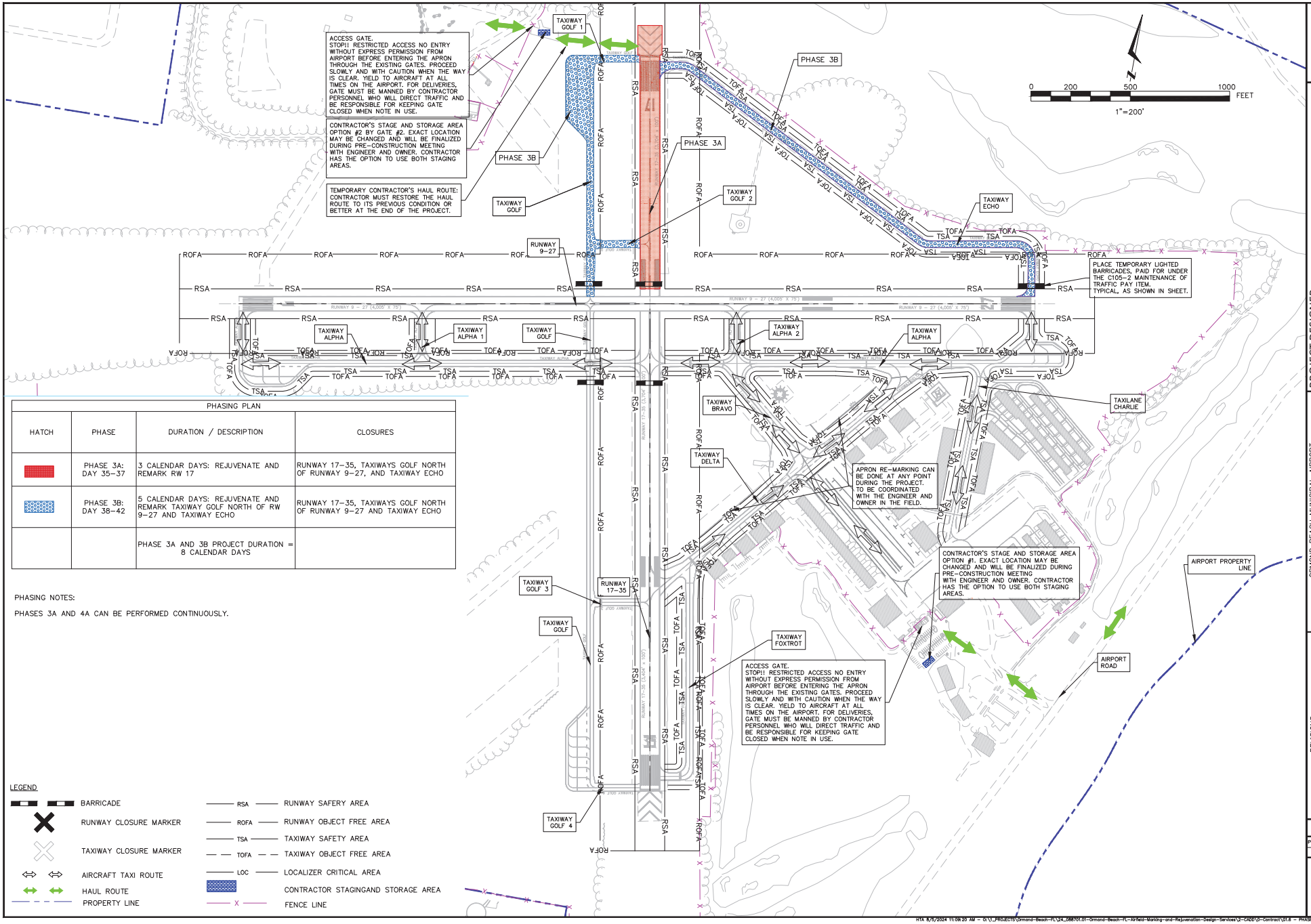
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PHASING PLAN

HATCH	PHASE	DURATION / DESCRIPTION	CLOSURES
	PHASE 3A: DAY 35-37	3 CALENDAR DAYS: REJUVENATE AND REMARK RW 17	RUNWAY 17-35, TAXIWAYS GOLF NORTH OF RUNWAY 9-27, AND TAXIWAY ECHO
	PHASE 3B: DAY 38-42	5 CALENDAR DAYS: REJUVENATE AND REMARK TAXIWAY GOLF NORTH OF RW 9-27 AND TAXIWAY ECHO	RUNWAY 17-35, TAXIWAYS GOLF NORTH OF RUNWAY 9-27 AND TAXIWAY ECHO
		PHASE 3A AND 3B PROJECT DURATION = 8 CALENDAR DAYS	

PHASING NOTES:

PHASES 3A AND 4A CAN BE PERFORMED CONTINUOUSLY.

LEGEND

- BARRICADE
- RUNWAY CLOSURE MARKER
- TAXIWAY CLOSURE MARKER
- AIRCRAFT TAXI ROUTE
- HAUL ROUTE
- PROPERTY LINE
- RSA — RUNWAY SAFERY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- TSA — TAXIWAY SAFETY AREA
- TOFA — TAXIWAY OBJECT FREE AREA
- LOC — LOCALIZER CRITICAL AREA
- CONTRACTOR STAGINGAND STORAGE AREA
- FENCE LINE

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AIRFIELD REJUVENATION AND REMARKING

PHASING PLAN – PHASES 3A AND 3B

REV. NO.	DATE	DESCRIPTION	BY

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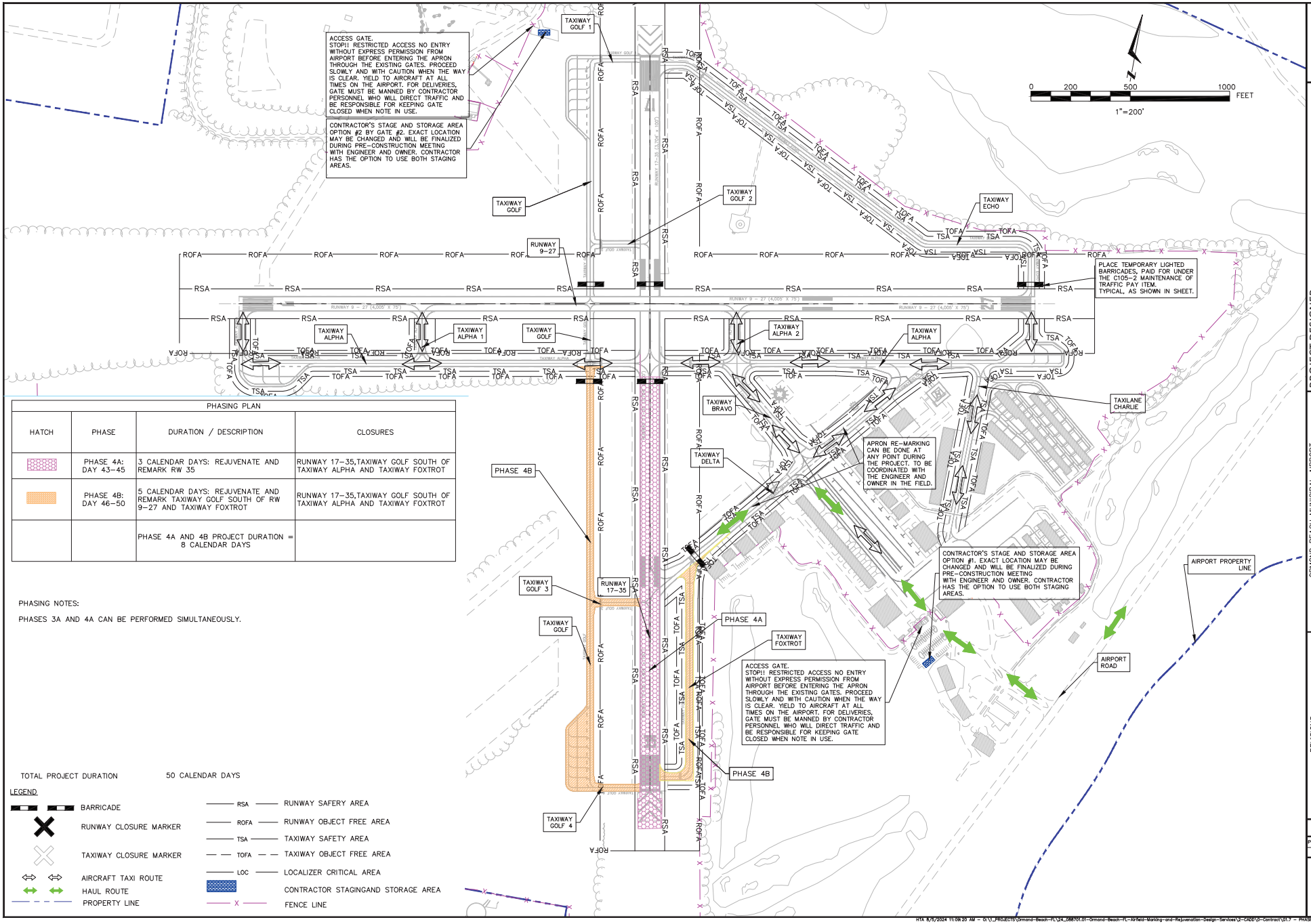
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PHASING PLAN

HATCH	PHASE	DURATION / DESCRIPTION	CLOSURES
	PHASE 4A: DAY 43-45	3 CALENDAR DAYS: REJUVENATE AND REMARK RW 35	RUNWAY 17-35,TAXIWAY GOLF SOUTH OF TAXIWAY ALPHA AND TAXIWAY FOXTROT
	PHASE 4B: DAY 46-50	5 CALENDAR DAYS: REJUVENATE AND REMARK TAXIWAY GOLF SOUTH OF RW 9-27 AND TAXIWAY FOXTROT	RUNWAY 17-35,TAXIWAY GOLF SOUTH OF TAXIWAY ALPHA AND TAXIWAY FOXTROT
		PHASE 4A AND 4B PROJECT DURATION = 8 CALENDAR DAYS	

PHASING NOTES:

PHASES 3A AND 4A CAN BE PERFORMED SIMULTANEOUSLY.

TOTAL PROJECT DURATION 50 CALENDAR DAYS

LEGEND

- BARRICADE
- RUNWAY CLOSURE MARKER
- TAXIWAY CLOSURE MARKER
- AIRCRAFT TAXI ROUTE
- HAUL ROUTE
- PROPERTY LINE
- RSA — RUNWAY SAFERY AREA
- ROFA — RUNWAY OBJECT FREE AREA
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AIRFIELD REJUVENATION AND REMARKING

PHASING PLAN – PHASES 4A AND 4B

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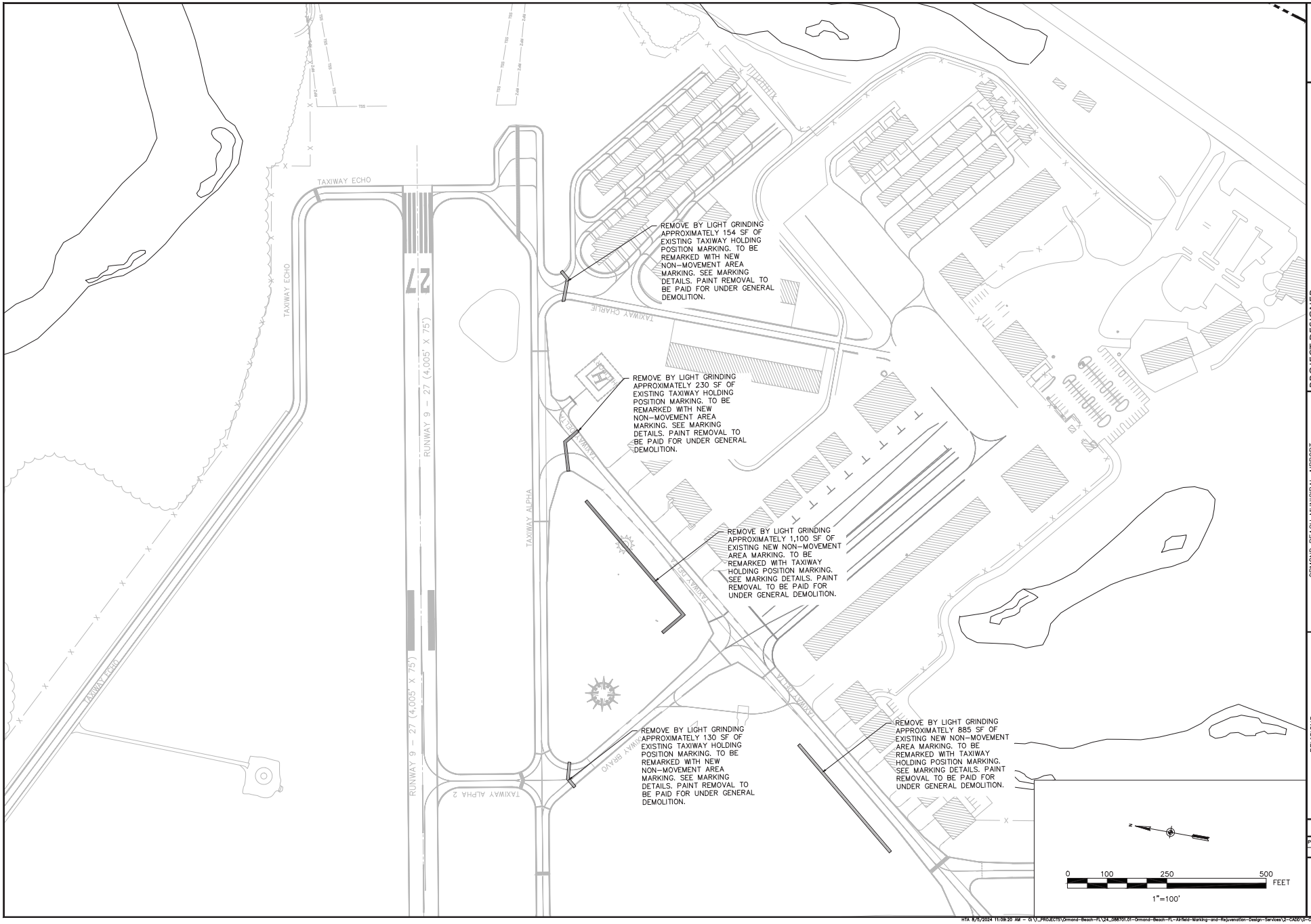
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PROJECT DESIGNER
HOYLE TANNER

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AIRFIELD REJUVENATION AND REMARKING

DEMOLITION PLAN

REVISIONS		
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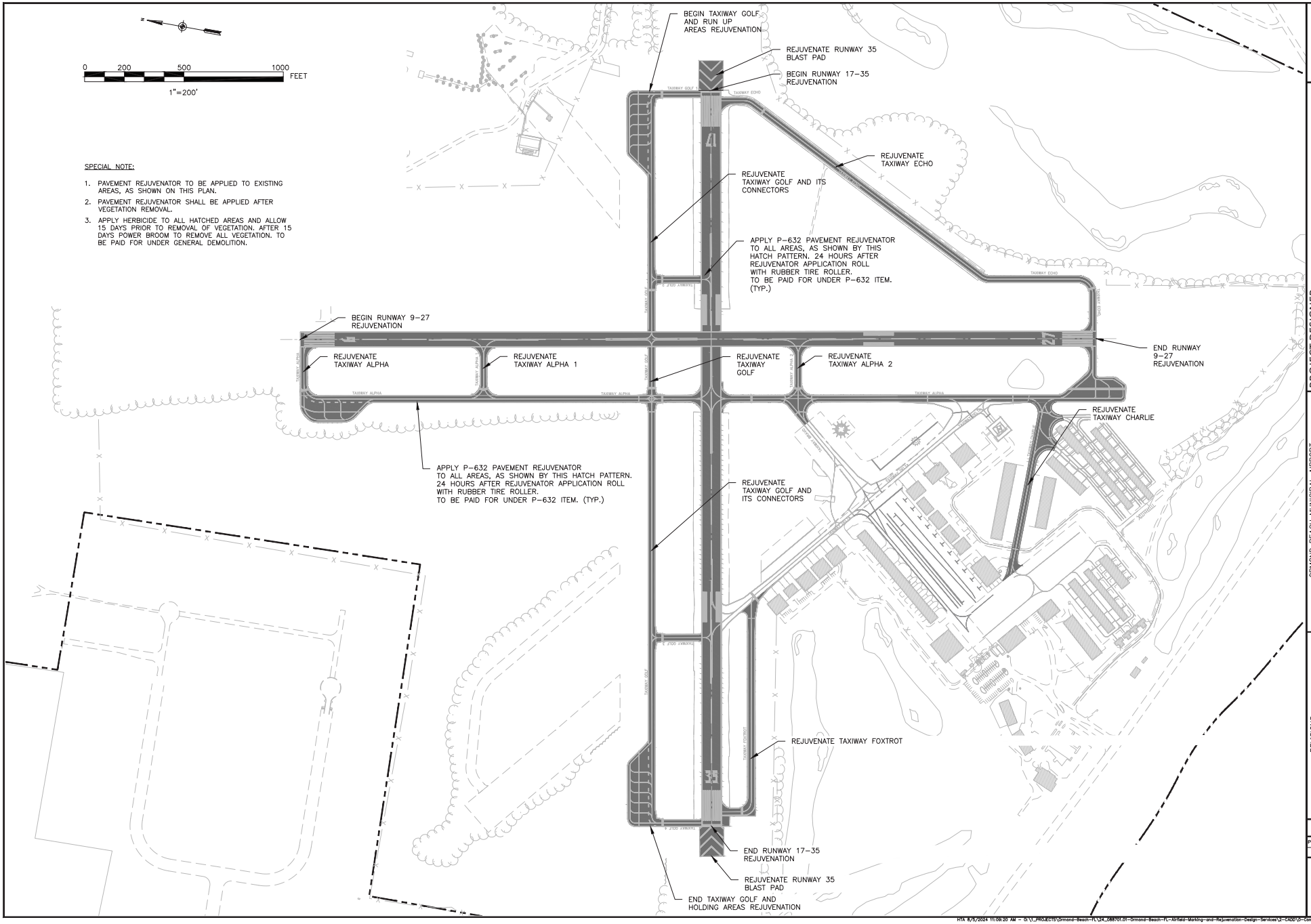
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AIRFIELD REJUVENATION AND REMARKING

REJUVENATION PLAN

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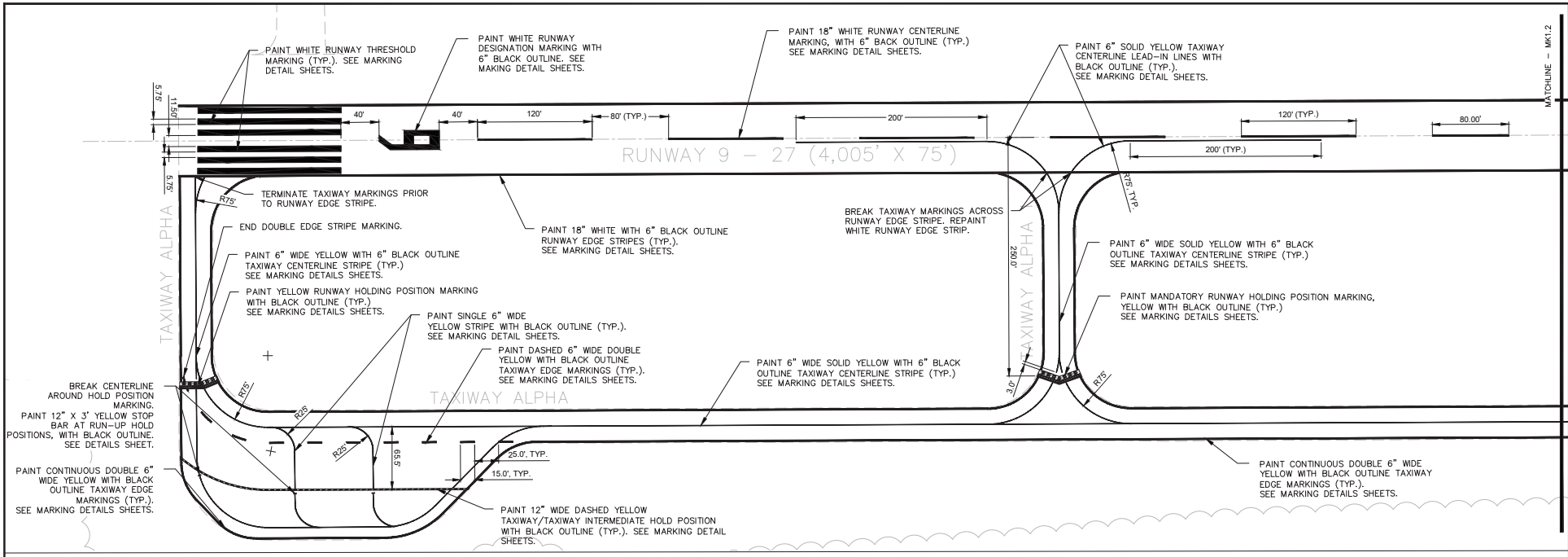
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MARKING NOTES (TYPICAL FOR ALL MARKING PLANS):

1. REMARK EXISTING MARKINGS ON RUNWAY 17-35, RUNWAY 9-27, TAXIWAYS ALPHA, ECHO, FOXTROT, GOLF AND TAXILANE CHARLIE. FOR DETAIL INFORMATION SEE THE DETAIL SHEETS MK2.1, MK2.2 AND MK2.3.
2. ALL MARKINGS SHALL BE OUTLINED WITH 6" BLACK PAINT UNLESS OTHERWISE NOTED.
3. WHITE MARKINGS TAKE PRECEDENCE OVER YELLOW MARKINGS, EXCEPT WHERE NOTED. WHEN A YELLOW CENTERLINE MARKING CROSSES WHITE MARKING, THE YELLOW MARKING IS BROKEN.
4. ANY DISCREPANCIES BETWEEN THE EXISTING MARKINGS AND DETAILS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO PAINTING AND THE ENGINEER WILL DETERMINE HOW TO PROCEED.
5. ALL TAXIWAY MARKINGS MUST BE WATERBORNE PAINT AND CONFORM TO FAA SPECIFICATION P-620.
6. ALL STRIKE-OUT AND OUTLINE MARKINGS ARE BLACK IN COLOR.
7. ALL RUNWAY PAINTS ARE WHITE IN COLOR, WITH BEADS.
8. ALL TAXIWAY PAINTS ARE YELLOW IN COLOR, WITH BEADS.
9. HOLDING POSITION MARKINGS ARE CONTINUOUS THROUGH TAXIWAY EDGE STRIPES.
10. ALL MARKINGS RECEIVE GLASS BEADS EXCEPT FOR BLACK PAINT.
11. MIDPOINT OF DASHED MARK ALIGNED WITH CENTERLINE OF TAXIWAY.
12. THE CONTRACTOR MUST DELETE ALL EXISTING STRIPES, MARKINGS, AND/OR PAINT WHICH FALLS OUTSIDE THE PROPOSED MARKING GEOMETRY SHOWN ON THIS PLAN. A SUITABLE, ENVIRONMENTALLY SAFE LIGHT GRINDER ONLY MUST BE USED FOR THIS PURPOSE. PAINTED/MARKED AREAS TO BE PAINTED OVER MUST BE THOROUGHLY CLEANED PER P-620 SPECIFICATION, AND ANY EXISTING PAINTING WILL BE REMOVED (THE CONTRACTOR MUST MAKE AN ASSESSMENT AND NOTIFY THE FIELD ENGINEER OF HIS INTENTIONS). ALL PAINTING SHALL BE WARRANTED PER THE CONTRACT DOCUMENTS.
13. THE CONTRACTOR MUST SUBMIT, IN WRITING, PRIOR TO PERFORMING THE WORK, DOCUMENTATION ON ALL PAINT GLASS BEADS, STRIPPING AGENTS, AND APPLICATION EQUIPMENT TO THE ENGINEER FOR APPROVAL.
14. GLASS BEADS MUST BE TYPE 1, GRADATION A, AND MEET THE REQUIREMENTS OF P-620.
15. NO GLASS BEADS WILL BE PLACED FOR TEMPORARY CURING PERIOD MARKINGS.

0 50 125 250 FEET
1"=50'

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DATE: MARCH, 2025

PROJECT DESIGNER
HOYLE TANNER

ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING

MARKING PLAN: RW 9-27 AND TAXIWAY ALPHA

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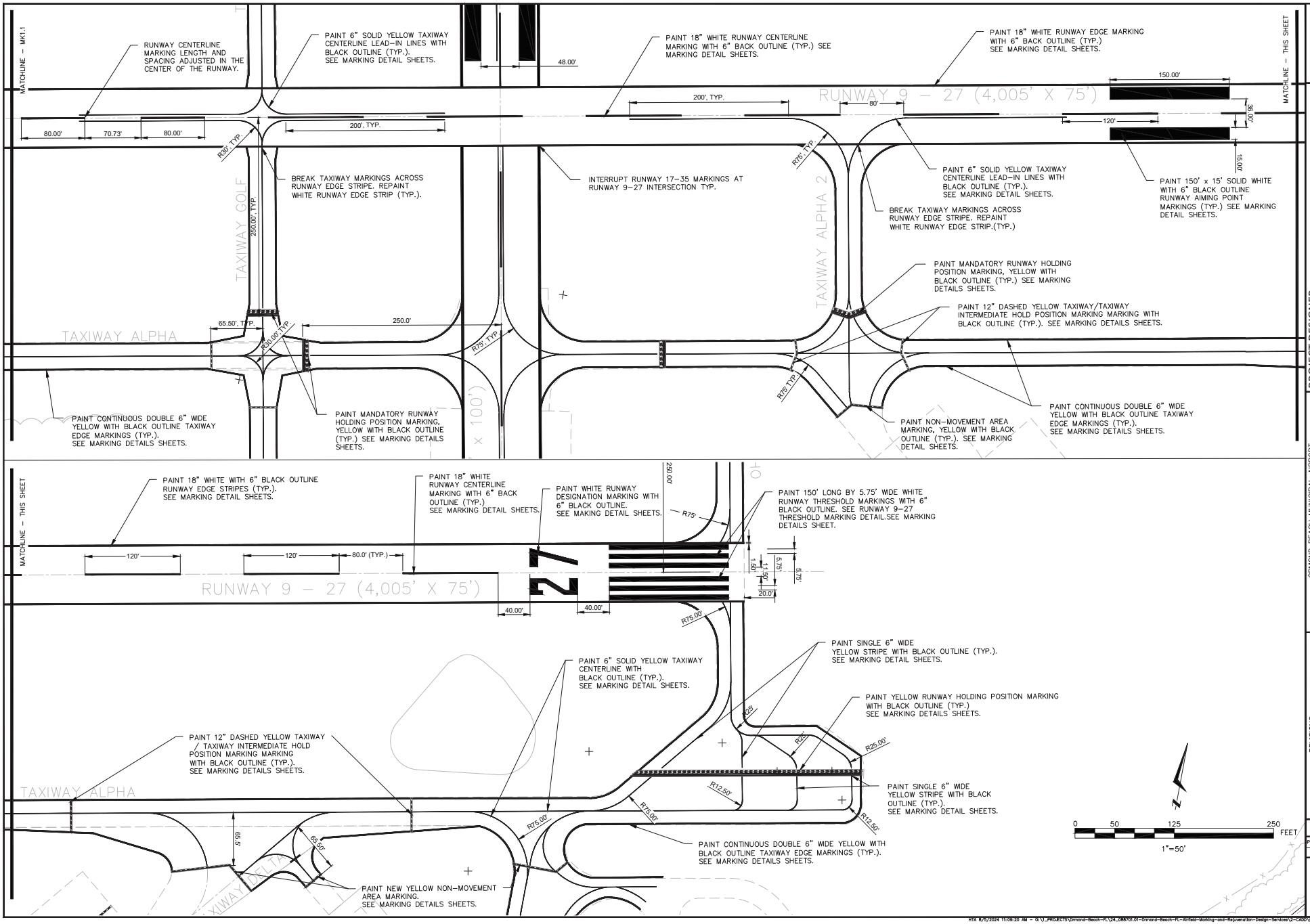
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PROJECT DESIGNER

HOYLE TANNER

95 E. Mitchell Hammock Road
Suite 200
Oviedo, FL 32765
(407) 380-1919
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ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING

MARKING PLAN: RW 9–27 AND TAXIWAY ALPHA

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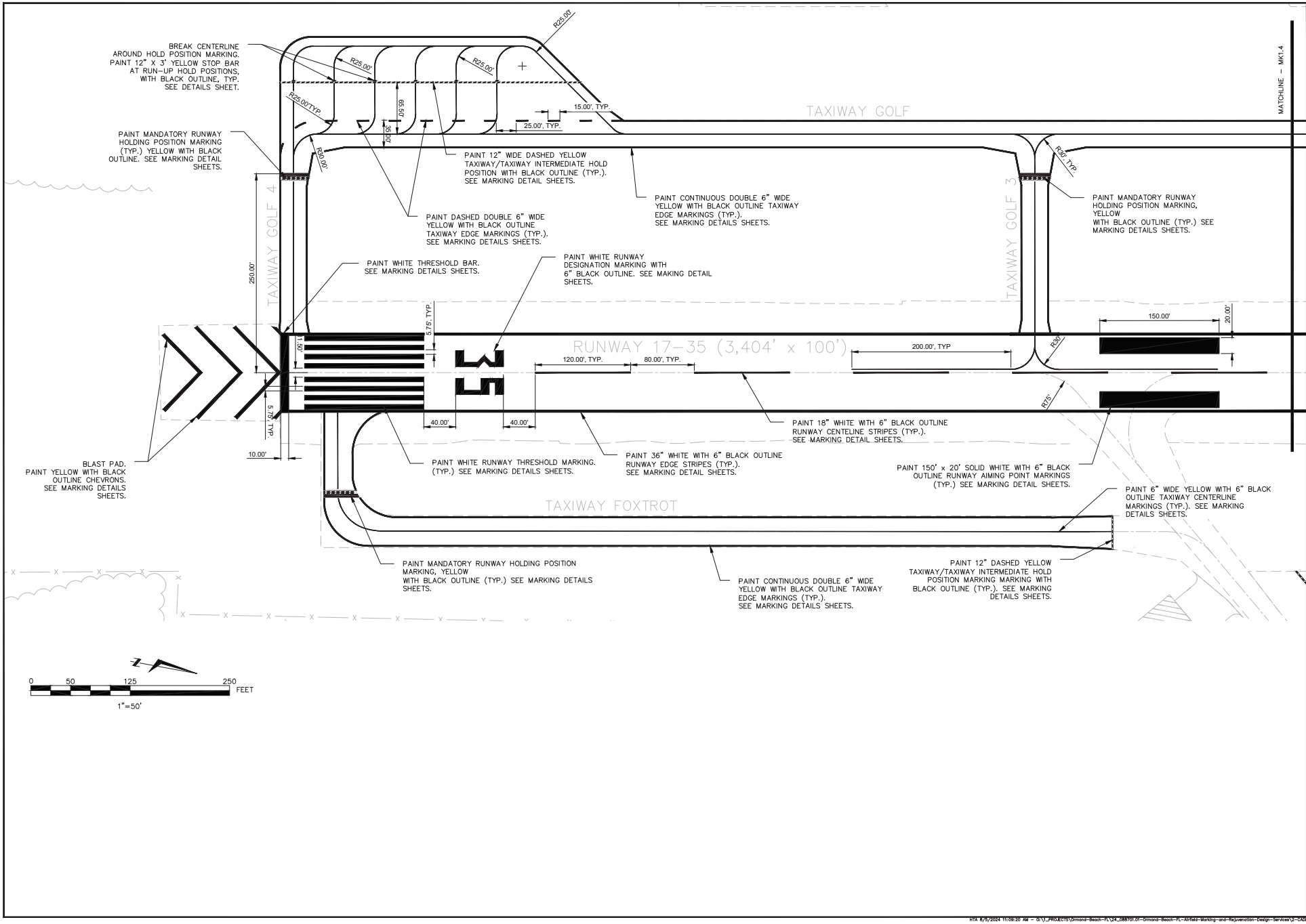
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SHEET 11 OF 18

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AIRFIELD REJUVENATION AND REMARKING

MARKING PLAN: RW 17-35, TAXIWAYS GOLF AND FOXTROT

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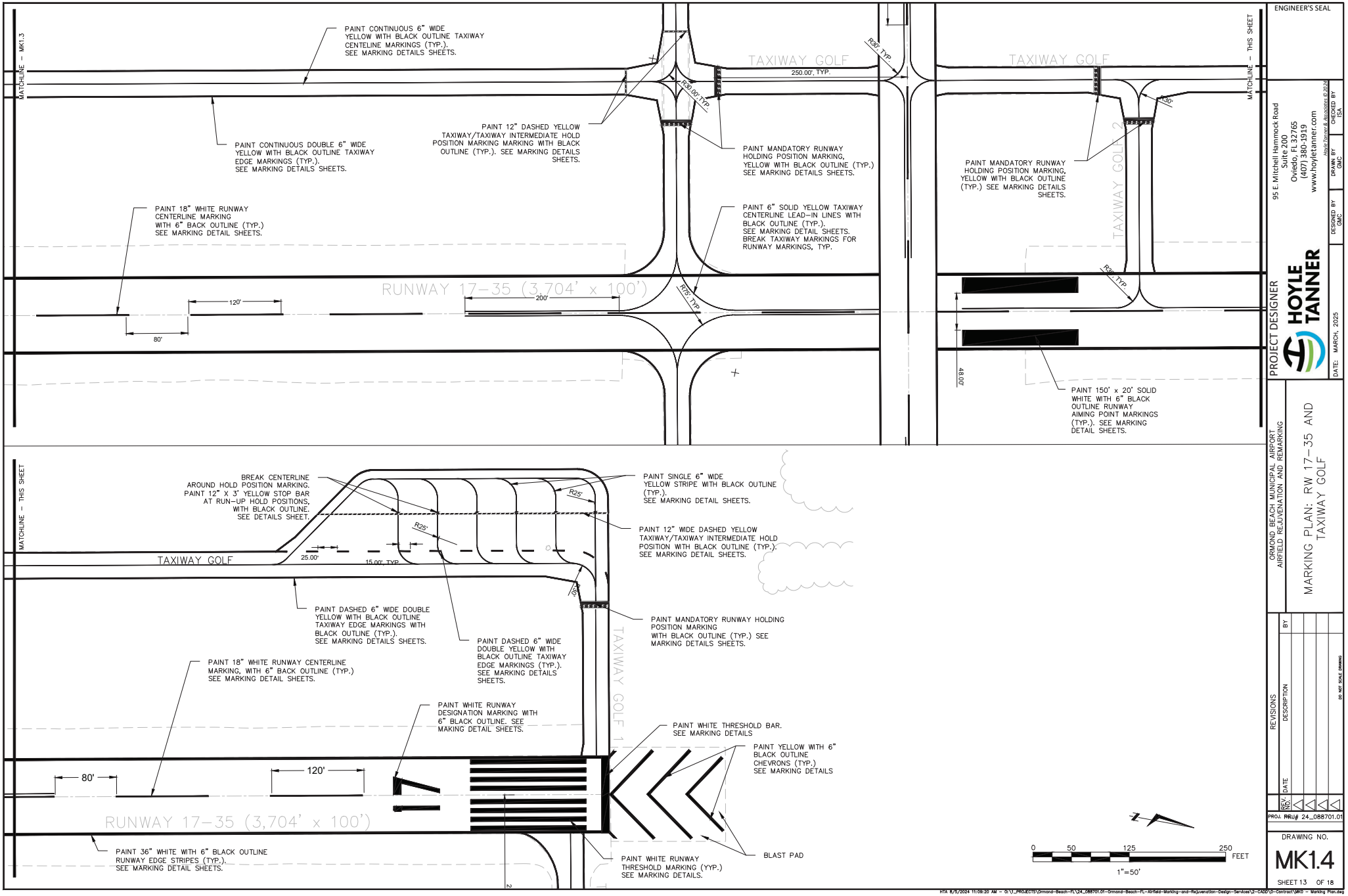
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MARKING PLAN: RW 17–35 AND TAXIWAY GOLF

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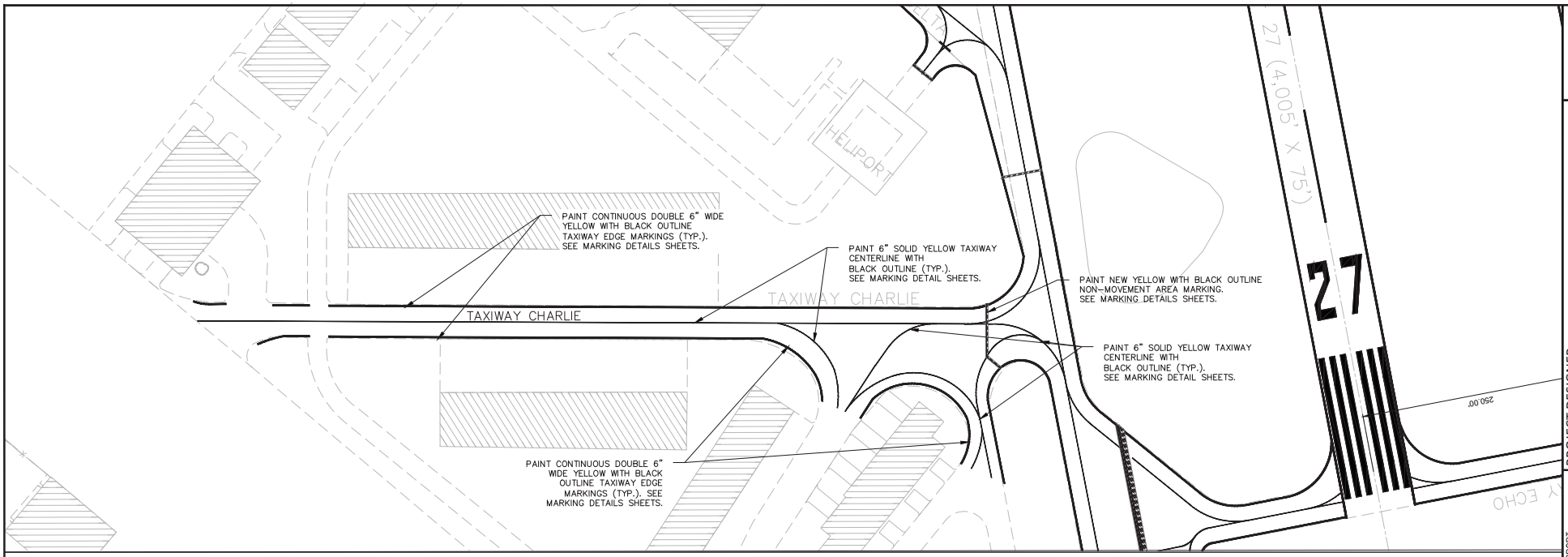
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0 50 125 250 FEET

1"=50'

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AIRFIELD REJUVENATION AND REMARKING

MARKING PLAN: TAXIWAY CHARLIE

REVISIONS

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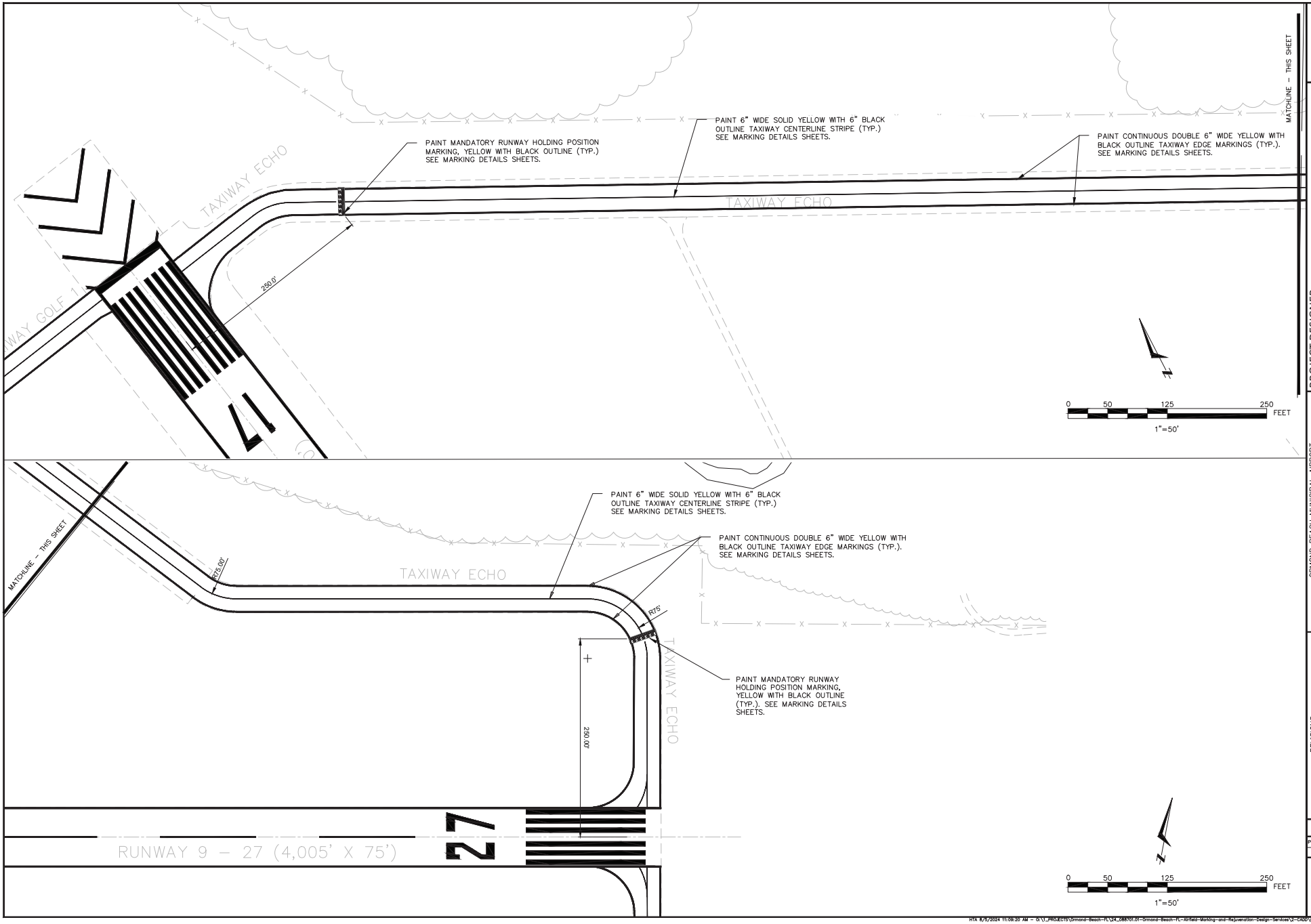
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DRAWN BY: CMC
CHECKED BY: ISA

PROJECT DESIGNER

HOYLE TANNER

DATE: MARCH, 2025

ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING

MARKING PLAN: TAXIWAY ECHO

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		REVISIONS	

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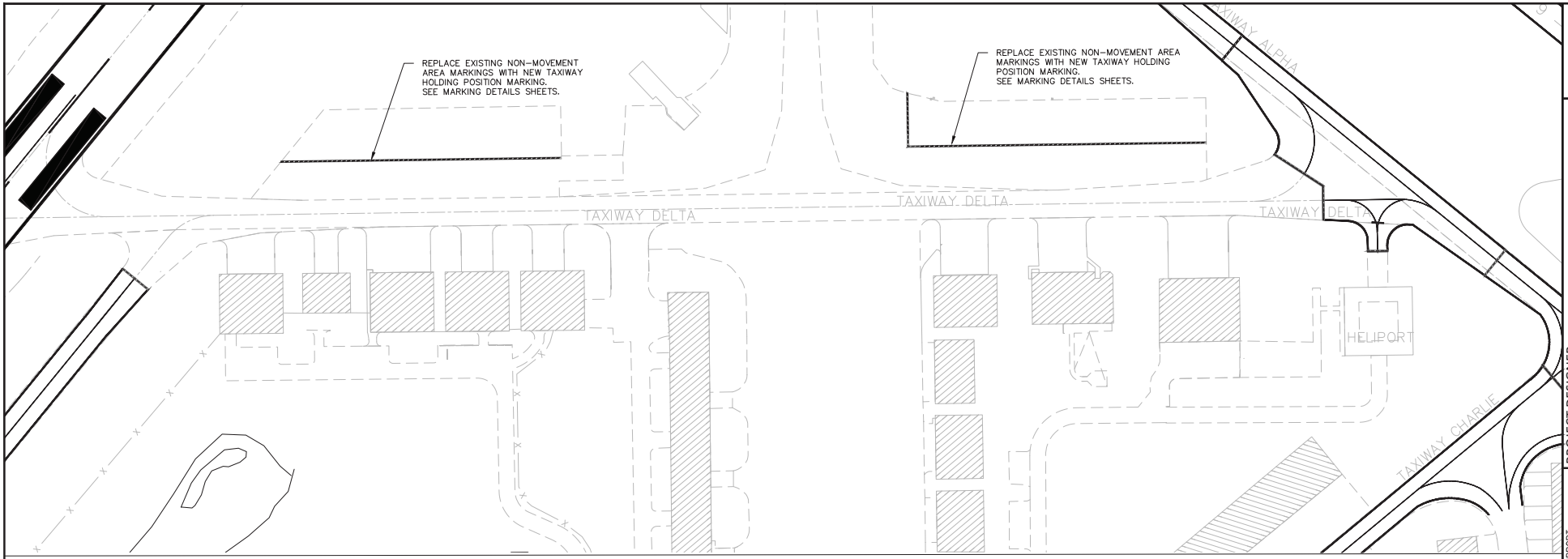
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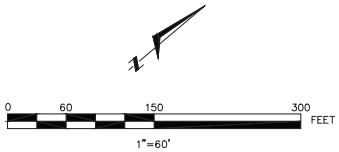
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SHEET 15 OF 18

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ENGINEER'S SEAL

95 E. Mitchell Hammock Road
Suite 200
Oviedo, FL 32765
(407) 380-1919
www.hoyletanner.com

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DESIGNED BY CMC | DRAWN BY CMC | CHECKED BY ISA

PROJECT DESIGNER

HOYLE TANNER

DATE: MARCH, 2025

ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING

MARKING PLAN: EAST AND WEST RAMPS

REVISIONS

REV. NO.	DATE	DESCRIPTION	BY

DO NOT SCALE DRAWING

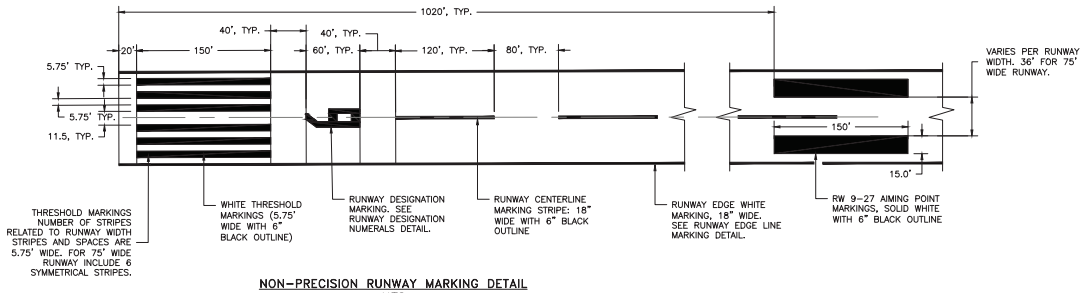
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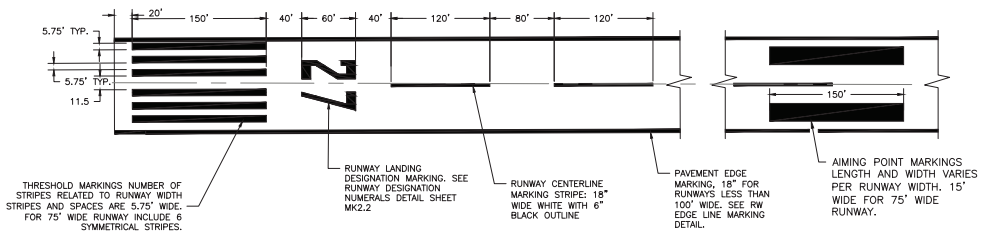
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SHEET 16 OF 18

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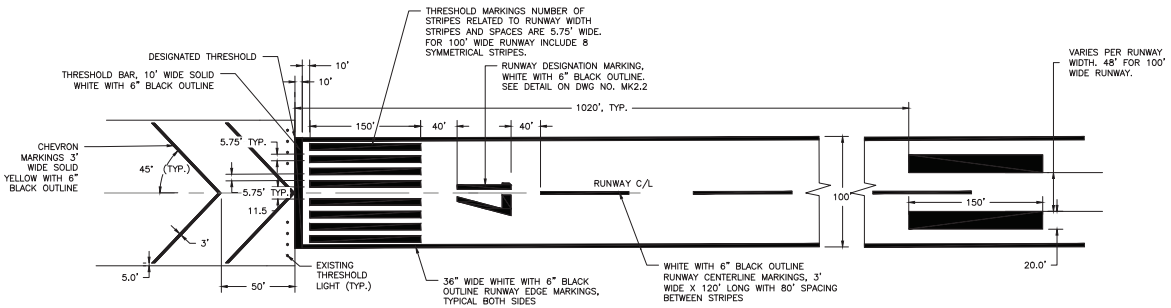


NON-PRECISION RUNWAY MARKING DETAIL
NTS



NON-PRECISION RUNWAY MARKING DETAIL

NOT TO SCALE



NOTE:

1. SAME CONFIGURATION FOR 35 END.

SPECIAL NOTE:

TO ACCOMMODATE VARYING RUNWAY LENGTHS, THERE WILL BE ADJUSTMENTS TO RUNWAY CENTERLINE STRIPES AND GAPS NEAR THE RUNWAY MIDPOINT (TYPICAL FOR BOTH RUNWAYS). SEE MARKING PLAN FOR ADJUSTED DIMENSIONS OF STRIPES AND GAPS.

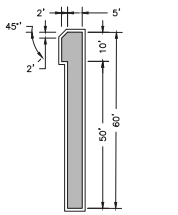
RUNWAY 17 MARKING DETAIL
NTS

MARKING NOTES:

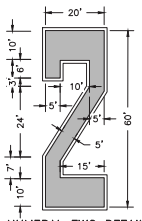
1. ALL TAXIWAY MARKINGS MUST BE WATERBORNE PAINT AND CONFORM TO FAA SPECIFICATION P-620.
2. ALL STRIKE-OUT AND OUTLINE MARKINGS ARE BLACK IN COLOR WITHOUT GLASS BEADS.
3. ALL RUNWAY PAINTS ARE WHITE IN COLOR, WITH GLASS BEADS.
4. ALL TAXIWAY PAINTS ARE YELLOW IN COLOR, WITH GLASS BEADS.
5. HOLDING POSITION MARKINGS ARE CONTINUOUS THROUGH TAXIWAY EDGE STRIPES.
6. ALL MARKINGS RECEIVE GLASS BEADS EXCEPT FOR BLACK PAINT.
7. MIDPOINT OF DASHED MARK FOR RUNWAY HOLD POSITION, TAXIWAY HOLD POSITION, AND NON-MOVEMENT AREA MARKINGS ALIGNED WITH CENTERLINE OF TAXIWAY.
8. THE CONTRACTOR MUST DELETE ALL EXISTING STRIPES, MARKINGS, AND/OR PAINT WHICH FALLS OUTSIDE THE PROPOSED MARKING GEOMETRY SHOWN ON THIS PLAN. A SUITABLE, ENVIRONMENTALLY SAFE LIGHT GRINDER ONLY MUST BE USED FOR THIS PURPOSE. PAINTED/MARKED AREAS TO BE PAINTED OVER MUST BE THOROUGHLY CLEANED PER P-620 SPECIFICATION, AND ANY EXISTING PAINTING WILL BE REMOVED (THE CONTRACTOR MUST MAKE AN ASSESSMENT AND NOTIFY THE FIELD ENGINEER OF HIS INTENTIONS). ALL PAINTING SHALL BE WARRANTED PER THE CONTRACT DOCUMENTS.
9. THE CONTRACTOR MUST SUBMIT, IN WRITING, PRIOR TO PERFORMING THE WORK, DOCUMENTATION ON ALL PAINT GLASS BEADS, STRIPPING AGENTS, AND APPLICATION EQUIPMENT TO THE ENGINEER FOR APPROVAL.
10. GLASS BEADS MUST BE TYPE 1, GRADATION A, AND MEET THE REQUIREMENTS OF P-620.
11. NO GLASS BEADS WILL BE PLACED FOR TEMPORARY CURING PERIOD MARKINGS.

RUNWAY DESIGNATION MARKING NOTES:

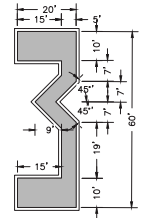
1. DIMENSIONS ARE EXPRESSED IN FEET.
2. ALL CHARACTERS HAVE THESE CHARACTERISTICS (UNLESS OTHERWISE SPECIFIED):
   * 60' HIGH
   * 20' WIDE
   * VERTICAL STROKE OF 5
   * HORIZONTAL STROKE OF 10
   * DIAGONAL STROKE OF 5
3. ALL NUMERALS ARE HORIZONTALLY SPACED 15' APART.
4. SINGLE DIGITS MUST NOT BE PRECEDED BY A ZERO.
5. SINGLE DESIGNATIONS ARE CENTERED ON THE RUNWAY PAVEMENT CENTERLINE. FOR DOUBLE DESIGNATIONS, THE CENTER OF THE OUTER EDGES OF THE TWO NUMERALS IS CENTERED ON THE RUNWAY PAVEMENT CENTERLINE.



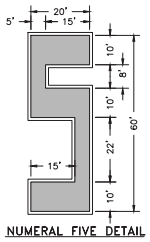
NUMERAL ONE DETAIL



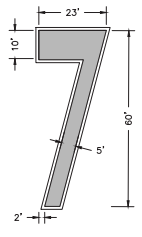
NUMERAL TWO DETAIL



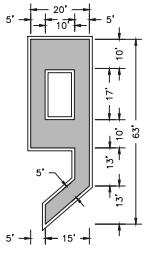
NUMERAL THREE DETAIL



NUMERAL FIVE DETAIL



NUMERAL SEVEN DETAIL



NUMERAL NINE DETAIL

ENGINEER'S SEAL

PROJECT DESIGNER

HOYLE TANNER

95 E. Mitchell Hammock Road
Suite 200
Oviedo, FL 32765
(407) 380-1919
www.hoyletanner.com

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DESIGNED BY: GMC
DRAWN BY: GMC
CHECKED BY: ISA
DATE: MARCH, 2025

ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING

MARKING DETAILS

REV. NO.	DATE	DESCRIPTION	BY
		REVISIONS	

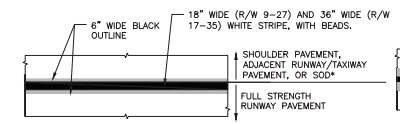
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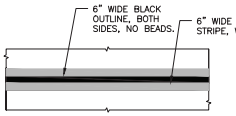
DRAWING NO.
MK2.1

SHEET 17 OF 18

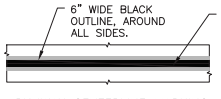
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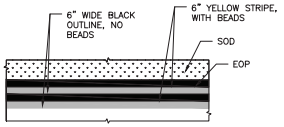
RUNWAY EDGE LINE MARKING
NTS



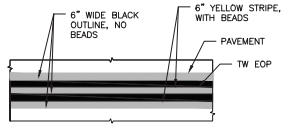
TAXIWAY CENTERLINE MARKING
NTS



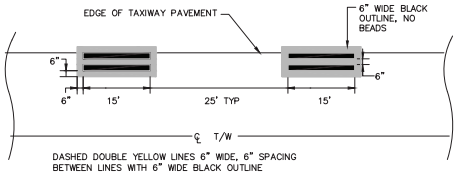
RUNWAY CENTERLINE MARKING
NTS



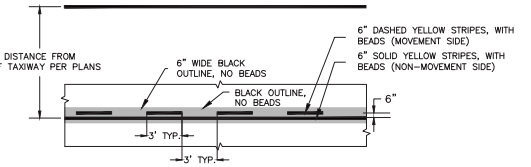
CONTINUOUS TAXIWAY EDGE MARKING
NTS



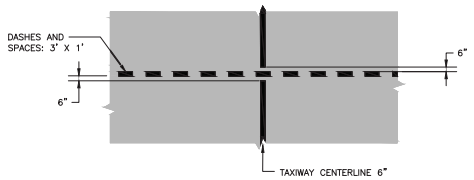
CONTINUOUS TAXIWAY EDGE MARKING
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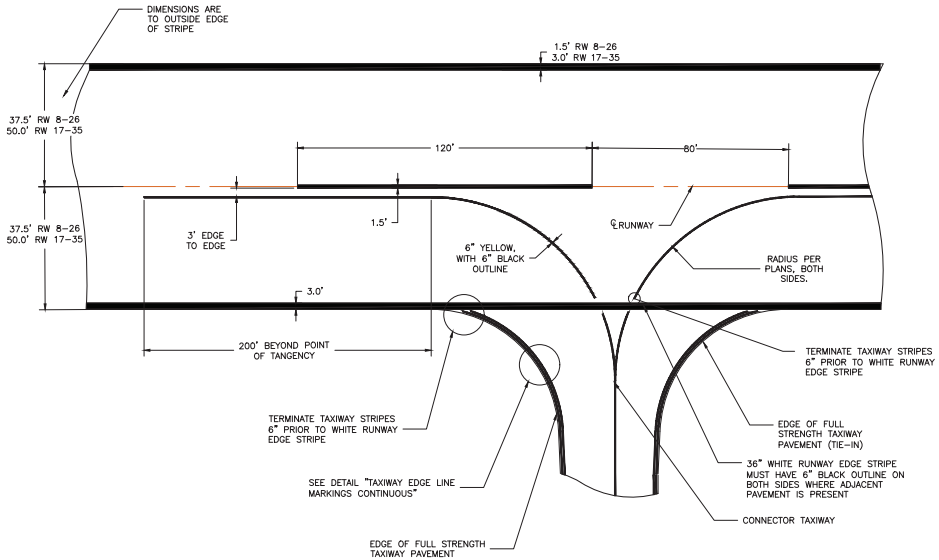
TAXIWAY EDGE MARKING DASHED
NTS



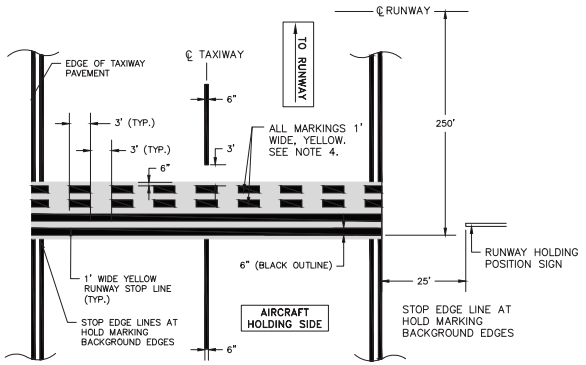
NON-MOVEMENT AREA MARKING
NTS



INTERMEDIATE HOLDING POSITION MARKING FOR TAXIWAY/TAXIWAY INTERSECTIONS
NTS



RUNWAY TO TAXIWAY INTERSECTION DETAIL
NTS



RUNWAY HOLDING POSITION MARKING (PAINTED ON TAXIWAYS)
NTS

ENGINEER'S SEAL

95 E. Mitchell Hammock Road
Suite 200
Oviedo, FL 32765
(407) 380-1919
www.hoyletanner.com

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CHECKED BY: ISA
DRAWN BY: GMC
DESIGNED BY: GMC
DATE: MARCH, 2025

PROJECT DESIGNER
HOYLE TANNER

ORMOND BEACH MUNICIPAL AIRPORT
AIRFIELD REJUVENATION AND REMARKING

MARKING DETAILS

REV. NO.	DATE	DESCRIPTION	BY

REVISIONS

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SHEET 18 OF 18

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BID OPENING TABULATION

Ormond Beach Municipal Airport Airfield Rejuvenation and Remarking
Bid Number: 2025-44

Date & Time: June 18, 2025 3:00 PM

Contractor	ADD 1	ADD 2	BID BOND	BID SCHEDULE A	BID SCHEDULE B	BID SCHEDULE C	TOTAL BID
Hasco Inc	y	y	y	$ 225,146.00	$ 158,235.00	$ 379,741.60	$ 763,122.60
Remac Inc	y	y	y	$ 256,787.95	$ 187,857.20	$ 325,816.80	$ 770,461.95
Hi-lite Airfield	y	y	y	$ 225,327.75	$ 193,880.50	$ 261,803.00	$ 681,011.25
Better Barricades	y	y	y	$ 249,978.75	$ 219,917.50	$ 273,414.00	$ 743,310.25

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: Robert Hart
Purchasing Coordinator

Opened by: Steven Lichliter
Airport Manager

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.I.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	RFP Award - Employee Benefits Broker of Record		
Recommended Action	Staff recommends execution of the resolution and agreement in accordance with the City Commission's direction.		
Strategic Goal	Governance - Attract, develop, and support the best talent for Ormond Beach to be recognized as an Employer of Choice.		
Department Staff Contact	City Manager Claire Whitley, Assistant City Manager		

Summary

The City utilizes a broker of record to administer and manage employee benefit plans provided by the City on behalf of eligible employees and their families. The broker provides critical services such as marketing, plan design, rate negotiations, claims administration, billing dispute resolution, member support services, annual enrollment, and regulatory compliance and reporting.

The City Commission approved an RFP for employee benefits broker of record services at the February 3, 2026 City Commission meeting. Two responsive proposals were submitted from Foundation Risk Partners and Gehring Group. On March 12, 2026, the staff evaluation committee reviewed the proposals and deemed both submissions to be qualified. Staff conducted a workshop with the City Commission on March 24, 2026; each firm was provided an opportunity to present their proposal and respond to questions from the Commission. At the conclusion of the workshop, the City Commission directed staff to prepare an agreement with Foundation Risk Partners for employee benefit broker services.

The attached agreement becomes effective upon execution for a three-year term with two additional one-year renewals. As directed by the City Commission, staff will begin working with the broker to explore alternate employee benefit plan options for presentation to the City Commission prior to the January 1, 2027 renewal date.

Financial Impact

The annual cost for services is $99,102.

Citizen Impact

Providing quality employee benefits through efficient and effective broker services contributes to a fair and competitive work environment, and enables the City to recruit and retain staff for the successful delivery of services to its residents.

Attachments

1. 26-78 Employee Benefits Broker-Foundation RP (P26-0047G)
2. FRP Broker Services Agreement 2026

RESOLUTION NO. 2026-78

A RESOLUTION ACCEPTING THE PROPOSAL OF FOUNDATION RISK PARTNERS CORP. d/b/a FOUNDATION RISK PARTNERS PUBLIC ENTITY SERVICES REGARDING EMPLOYEE BENEFITS BROKER OF RECORD SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for employee benefits broker of record services (the Project) (City RFP No. 2026-20), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the two (2) proposals received and determined that the most advantageous proposal for the City is the proposal submitted by Foundation Risk Partners Corp. to provide employee benefits broker of record services in the amount of $85,000.00 annually, plus optional services for Compliance Support in the amount of $6,500.00, plus Benefits Administration Technology in the amount of $7,602 for a total annual amount of $99,102.00 ($297,306.00 for the initial three-year term), (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that sufficient funds for the services have been appropriated to the credit of the General Fund and have not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal of Foundation Risk Partners Corp. to provide employee benefits broker of record services for the City is hereby accepted.

SECTION TWO. All other proposals relative to the aforedescribed Project shall be deemed rejected upon the execution of an agreement with Foundation Risk Partners Corp.

SECTION THREE The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Foundation Risk Partners Corp. for the Project in an amount of $297,306.00 for the initial three-year term and to pay the cost thereof from the General Fund.

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

APPROVED AND AUTHENTICATED this 9th day of June, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

EMPLOYEE BENEFITS BROKER OF RECORD AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Foundation Risk Partners Corp., d/b/a Foundation Risk Partners Public Entity Services** ("Contractor"), 780 W. Granada Blvd., Ormond Beach, FL 32174, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal, "Employee Benefits Broker of Record" (RFP No. 2026-20) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit. Contractor shall provide the following tasks and services:
   a. Conduct an annual bidding process, carrier negotiations, and employee benefit plan selection in coordination with City leadership and established goals and objectives, including providing high quality health care, remaining fiscally responsible, minimizing provider disruption, improving employee health outcomes, and delivering excellent customer service.
   b. Compile and present plan utilization data to the city on a quarterly basis with appropriate analysis, recommendations, and forecasting.
   c. Leverage relationships with carriers to effectively and satisfactorily resolve member issues; communicating directly with members and carriers throughout process with little assistance from City staff.
   d. Handle all claim inquiries, billing issues, complaints, and all other benefit related issues on behalf of the city with a high level of customer service and efficiency. Identify dedicated staff, with sufficient experience and knowledge, responsible for resolving both routine and complex issues on a daily basis.
   e. Assign a primary contact who will be reasonably available for meetings and calls, present at City Commission meetings and workshops as needed, and responsive to inquiries the same day, including holidays and weekends.
   f. Coordinate all aspects of the City's annual personal health assessment and health fair for employees to include testing (including weight, BMI, blood pressure, cholesterol, and various other biometric and lifestyle risk factors), producing individual and group reports and analysis, individual employee coaching services, and representation from other benefit programs and educational resources.
   g. Collect and provide employee benefit coverage and cost benchmarking data relative to other municipalities in the area.
   h. Provide information on health care trends and updates on relevant regulatory changes to ensure compliance.
   i. Provide Consolidated Omnibus Budget Reconciliation Act (COBRA) administrative services in compliance with federal and state regulations, at no additional cost to the city.
   j. Provide professional advice and guidance to ensure continued compliance with the Affordable Care Act (ACA), Health Insurance Portability and Accountability Act (HIPPA), Internal Revenue Service (IRS), and other state and federally mandated benefits and regulations.

k. Continue existing coverage and strategic initiatives with current provider network and level of benefits to avoid disruption in employee healthcare treatments, to the extent possible under financial and regulatory constraints. Provide cost and disruption analysis for any proposed renewal plan change.

l. Design customized wellness incentives based on claims utilization data and best practices, and provide follow up metrics, analysis, and recommendations to encourage positive health outcomes.

m. Conduct all aspects of annual open enrollment, to include collating employee benefit enrollment packages, conducting in-person presentations for staff, and processing individual enrollments at various city facilities for a period of two weeks each year.

n. Provide and manage employee benefits enrollment platform and HSA/FSA banking relationship to facilitate benefits administration efforts, at no cost to the city and preferably utilizing current vendors to avoid disruption.

o. Create electronic and printable annual benefit summaries utilizing the city's current design standards, as well as other documents as requested.

p. Facilitate quarterly in person meetings between insurance carrier's Chief Medical Officer, pharmacy manager, and other key personnel, and City leadership staff; prepare agendas and objectives for each meeting to review claims data, resolve case management issues, and identify opportunities for improvement; and memorialize and follow up on agreed upon action points.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of three (3) years. This Agreement will be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

3. **Consideration.** Contractor shall perform the services and invoice the City monthly for 1/12 of the annual amount of $99,102.00 for the services below:

Core Brokerage & Consulting/ COBRA Administration	$85,000.00
Compliance Support	$ 6,500.00
Benefits Administration & Technology	$ 7,602.00

Certain software will be necessary for the City to conduct its benefit administration with the selected carriers. In the past, the City's Broker of Record, negotiated with the carriers to provide the software or provide a credit for the cost of the technology. Contractor shall continue this practice and negotiate with carriers to provide the technology, or credit for the cost, to the fullest extent and report to City each year at renewal.

Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

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

5. **Termination of Agreement.**
   (a) The City Manager shall have the right to terminate the Agreement for a material breach of this agreement or upon a determination that it is in the best interest of the City, at his or her sole discretion, provided that at least thirty days' written notice is provided by the City. In the event of termination, the City will only be obligated to Contractor to pay the monthly pro-rata portion of fees prior to the termination effective date.
   (b) This Agreement may not be terminated by the Contractor.

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

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

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

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

City of Ormond Beach	**Foundation Risk Partners Corp.**
Joyce Shanahan, City Manager	d/b/a Foundation Risk Partners Public
(copy to City Attorney)	Entity Services
22 South Beach Street	John Kern, Co-Client Executive
Ormond Beach, FL 32174	780 W. Granada Blvd.
	Ormond Beach, FL 32174

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

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

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

City of the same condition or breach of performance, or of any other condition or other breach of performance.

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Premises, Operations, Products and Completed Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation
d. Explosion, Collapse & Underground Conditions
e. Blanket Contractual Liability
f. Personal Injury Liability
g. Broad Form Property Damage Endorsement, including Completed Operations
h. Independent Contractors
i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
j. Pollution Liability (if applicable)
k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

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

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

Limits (not less than)

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

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

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

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

$1 Million	Combined Single Limit for Bodily Injury and Property Damage

(d) Excess Liability

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

(e) Builder's Risk

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

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

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

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

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

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

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

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

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

(f) **Policies of Insurance**

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

nationally recognized rating authority, including Standard and Poors and Demotech.

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

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

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

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

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

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

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

disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2026.

Witnesses:

CITY OF ORMOND BEACH

_____

By: _____
JASON LESLIE
Mayor

Print Name: _____

_____

By: _____
JOYCE SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2026.

Witnesses:

FOUNDATION RISK PARTNERS CORP. d/b/a Foundation Risk Partners Public Entity Services

_____

By: _____

Print Name: _____

Print Name: _____

Title: _____

_____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

EXHIBIT "A"

Request for Proposals

2026-20

Employee Benefits Broker of Record

DUE DATE:

March 10, 2026 @ 1:00 P.M.

ORIGINAL

Eric Brewer
Co-Client Executive
485 N. Keller Road, Suite 101
Maitland, FL 32751
(407) 612-6355
Eric.Brewer@foundationrp.com

John Kern
Co-Client Executive
485 N. Keller Road, Suite 101
Maitland, FL 32751
(407) 612-6343
John.Kern@foundationrp.com

FOUNDATION RISK PARTNERS
PUBLIC ENTITY SERVICES

CORPORATE SYNERGIES®
A Foundation Risk Partners Company

780 W. Granada Blvd.
Ormond Beach, FL 32174
Phone: (386) 852-2032

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Tab 1

Cover Letter

March 10, 2026
City of Ormond Beach
Rob Hart, Purchasing Coordinator
22 South Beach Street
Ormond Beach, FL 32174

FOUNDATION RISK PARTNERS
PUBLIC ENTITY SERVICES

Re: RFP 2026-20 Employee Benefits Broker of Record Services

Dear Mr. Hart and Members of the Evaluation Committee,

On behalf of Foundation Risk Partners Public Entity Services, we would like to thank you for the opportunity to respond to the solicitation "RFP 2026-20 Employee Benefits Broker of Record Services". We look forward to your review of the enclosed response.

Foundation Risk Partners will serve and partner with the City of Ormond Beach ("City") in helping to execute the City's goal of procuring the very best Employee Benefits insurance program now and into the future. Our aim is to develop a trusted partnership that feels like a true extension of staff; a partnership that understands, develops, and provides solutions to your needs. Our team is collaborative, forward thinking, creative, and has the proven technical knowledge and capabilities to deliver best in class services while driving down costs. Foundation Risk Partners will focus on the following key areas of concern:

1. We are committed to the City of Ormond Beach, Volusia County and their community:
    a. Local office at 780 W. Granada Blvd. Ormond Beach, FL 32174
    b. Employing 100+ Volusia County tax paying citizens
2. Our **extensive experience working with Florida Health Care Plans (FHCP)**, currently serving **14 clients** enrolled in their plans.
3. Keep the City sunshine & procurement compliant according to FL Statutes 112.08
4. Execute the strategic employee benefits goals of Ms. Shanahan, Ms. Potts, and staff.
5. Engage the members on the City's plan with a multi-channeled education and communication strategy that helps members understand and appreciate the benefit options offered through the City, while also driving improved claim utilization that contains cost year-over-year.
6. Provide extraordinary customer service from a single point of contact, supported by a team that gives the City scalability and responsiveness during peak times of the year like Open Enrollment.
7. Leverage our resources, self-funding, and self-insurance pool expertise to bring new markets, innovation, and insurer competition to the City's benefits program to drive down costs.
8. Deploy senior level specialists to improve and provide alternatives to your program: including commission meeting support, presentations, claims advocacy, stop loss brokerage, pharmacy benefits management (consulting, clinical, & contract review), specialty drug audit spending, wellness, compliance, and employee/retiree education meetings.
9. Deploy our technology specialist resources; benefits administration/onboarding, client portal, claims trend analysis, benchmarking, high-cost claim audit, access to HR Live, and more.

We are committed to perform and exceed the "Scope of Services" outlined in this RFP. We attest, that if selected, Foundation Risk Partners is willing to meet any location, budget, task orders.

Sincerely,

Eric Brewer
Eric Brewer, Co-Client Executive

John Kern
John Kern, Co-Client Executive

Local Presence – FRP Headquarters Distance to City Hall



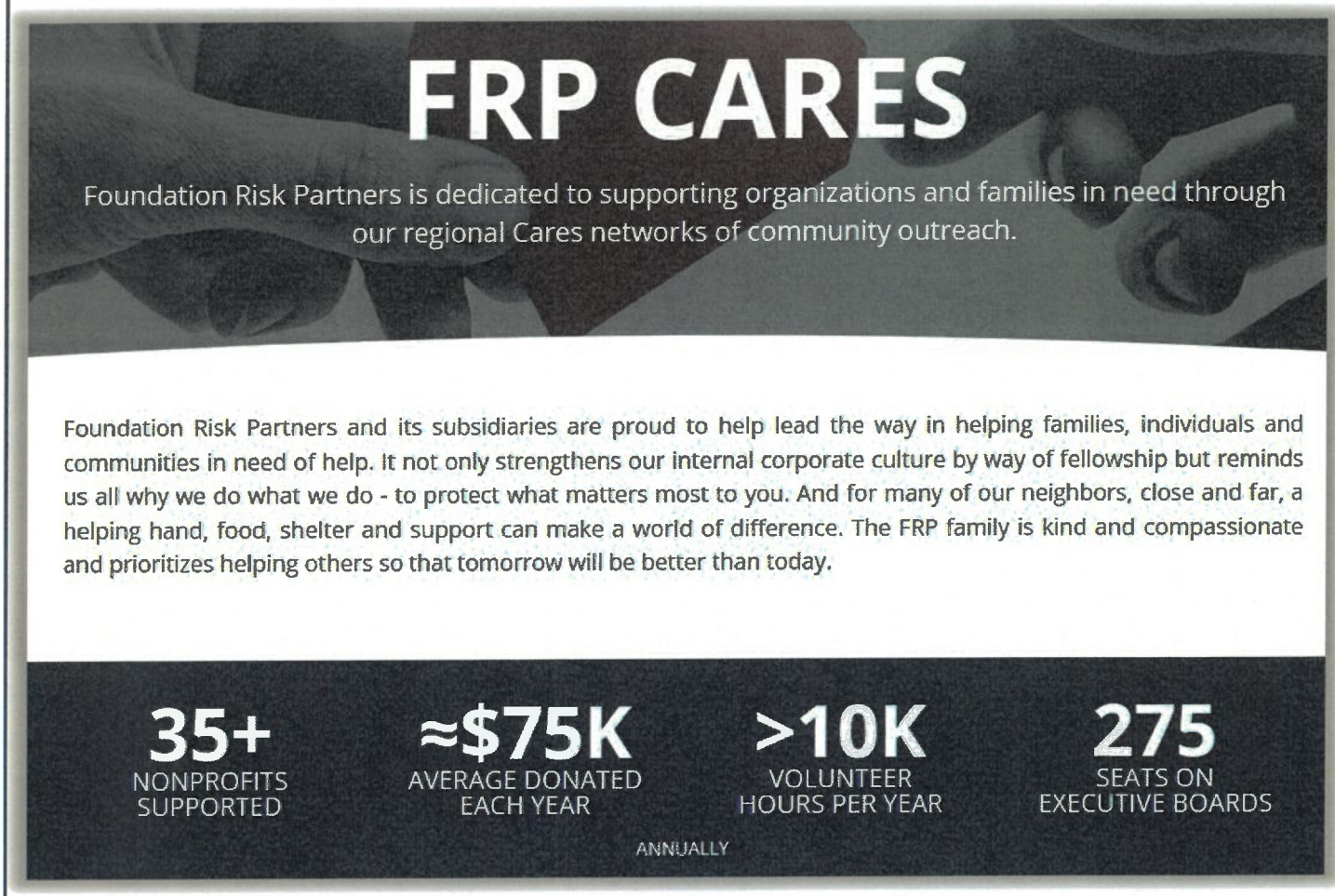
Foundation Risk Partners Moves Corporate Headquarters to New 33,000 Sq ft. Space

Foundation Risk Partners / September 22, 2023 /



On September 15, 2023, Foundation Risk Partners (FRP) moved the corporate headquarters to a new location: 780 W. Granada Blvd., Ormond Beach, Florida, 32174. Since the next phase of FRP's business requires a space that can accommodate the continued growth, training and development of our insurance brokerage, we have acquired a newly renovated 33,000 square-foot three-story office and event space ... **Read More**

FRP - Ormond Beach Community Involvement



Please see below a list of some of the various Boards our employees sit on:

- Ormond Beach Historical Society Board
- Ormond Beach Chamber of Commerce Board
- Ormond Beach Main Street Board
- Ormond Beach Rotary
- Boys & Girls Club of Volusia County

Additional Community Involvement:

- Over 20 employees have completed Ormond Beach Leadership Class
- Take Stock in Children
- Women United Volusia
- Early Learning Coalition
- Ormond Beach Memorial Art
- Pace Center for Girls

Tab 2

Minimum Qualifications

1. **Have at least five (5) years of experience providing similar employee benefits broker services to municipalities of similar size, in the state of Florida, with a similar scope of services as identified above.**

Public Entity Expertise:
Foundation Risk Partners Public Entity Services is a specialty division that exclusively serves Florida's public entities. We provide cost effective solutions to meet the diverse insurance needs of Florida's governmental entities, including municipalities, counties, schools, special districts, and authorities. Our leadership has served both in local and State level government and our staff are subject matter experts in public sector insurance. We serve over 80 public entity clients in the State of Florida.

We speak "Public Entity" and draw from our experience from other public agencies to better serve you. We were built from the ground up to exclusively serve Florida public agencies, and our team is dedicated to public sector risk and employee benefits consulting. This focus was by design, as the nuances of local government and the risks/benefits local public agencies face are truly unique to not only government, but Florida government. Our team lives, eats, and sleeps Florida public entity and we love what we do.

Our focus is and always will be putting the needs of our clients first. We are a performance-based company that focuses on *serving those that serve others* within our areas of expertise. When it comes to public entities, we believe we offer a different approach than our competitors in that we understand not only the nuances of public sector brokerage, but also how to create and optimize insurance programs that drive real results.

Company Timeline

January 26, 2010:
Acentria was organized with an effective date of January 26, 2010 (formerly known as Legends Insurance Solutions, LLC ("LIS") formed March 9, 2009).

January 31, 2017:
Foundation Risk Partners, Corp. ("FRP") was organized as a Delaware corporation on January 31, 2017 and authorized to do business in Florida as of February 24, 2017.

November 1, 2017:
On or about November 1, 2017, FRP acquired substantially all the assets of Acentria, Inc., a Florida corporation.

Today:
FRP continues to operate 50+ locations in Florida and the southeastern United States using the dba Acentria and/or Acentria Insurance while maintaining the same or similar business model and leadership since 2010.

How we Differ from our Competitors:
We take pride in being a firm that understands the importance of creativity and continued thought leadership, backed with world-class service and execution. We understand that each client is unique and it's our job as a partner to identify and address the unique challenges and needs for each of our clients. As a privately held company, we have the flexibility of a boutique firm with the reach of a national firm.

We speak Government:
The practice believes in public service and is dedicated to reducing program cost, mitigating risk, and functioning as an extension of your staff. We understand the bid process and public record laws while maintaining familiarity with the constantly changing and complex statutes that apply to governmental organizations. This specialized knowledge is especially vital when negotiating renewal and program changes with insurance carriers and health insurance consortiums.

Our seasoned team members are subject matter experts in their core competencies:
The team identified to serve the City's benefits program includes seasoned professionals that bring collectively more than 100 years of benefits experience to the table along with different perspectives. These varied backgrounds and expertise, coupled with FRP's collegial approach, will enable valuable feedback to the City from all points of view, including finance, associate experience, and ease of administration.

We use resources to deliver data-driven decisions that lead to enhanced long-term strategies that align with your culture and benefit philosophies:
We will draw data from your workforce; this process will help you gain insights that are specific to the City and will provide insightful, targeted, actionable solutions that drive meaningful savings and improved productivity. We will use our data engine to measure the impact of the solutions we implement to drive continuous improvement.

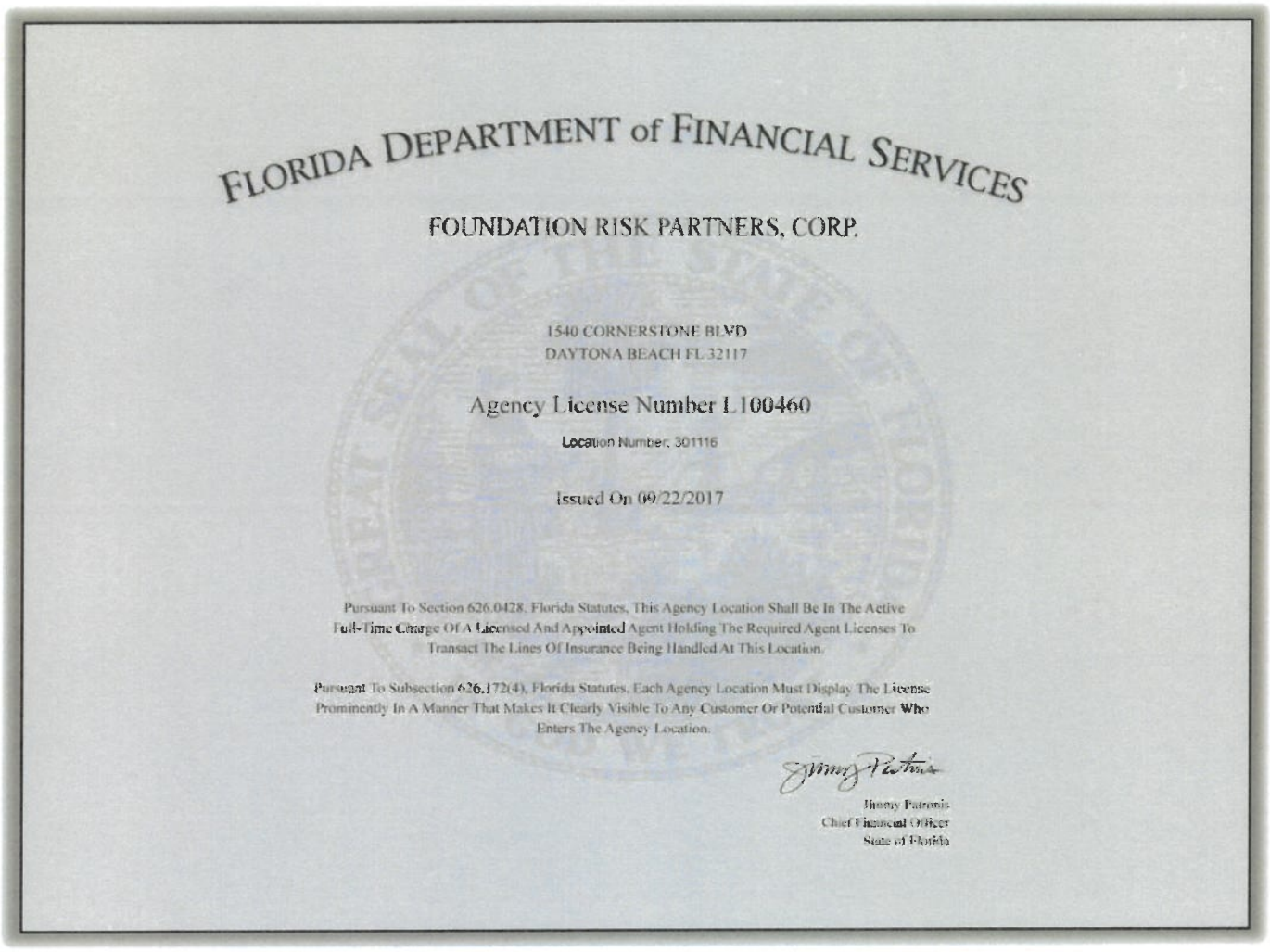
We focus attention on day-to-day client needs:
Unlike consulting firms, we do not work on a per-hour basis. Rather, we are measured on client satisfaction. Our concierge-level of service has and remains a keystone of our company philosophy throughout our history. As our firm grows and evolves, we continue to make investments in our infrastructure, services, and personnel, but our approach to support always remains constant for the client and their member base. Our service is hands-on, continuous, and personal.

We have unfettered access to enterprise-wide account teams and all levels of senior management:
Our privately held status allows our clients the comfort of knowing they, not shareholders, are our No. 1 priority. Moreover, FRP is a flat organization with limited hierarchical structure. This means our clients have access to not just their account teams, but all levels of senior management and expertise that resides in all parts of our organization, which reinforces the statement that clients are our No. 1 priority.

2. Be licensed to transact insurance brokerage business in the state of Florida.

We affirm that we are duly licensed and in good standing with the State of Florida. Please note we are pending an address change on our corporate insurance license below.

Please see our Certificate of Good Standing on the following page.



FLORIDA DEPARTMENT of FINANCIAL SERVICES

FOUNDATION RISK PARTNERS, CORP.

1540 CORNERSTONE BLVD
DAYTONA BEACH FL 32117

Agency License Number L100460

Location Number: 301116

Issued On 09/22/2017

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida

State of Florida
Department of State

I certify from the records of this office that FOUNDATION RISK PARTNERS, CORP. is a Delaware corporation authorized to transact business in the State of Florida, qualified on February 24, 2017.

The document number of this corporation is F17000000884.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 27, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventeenth day of March, 2025



Secretary of State

Tracking Number: 191281777 4CU

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

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

3. **Demonstrate the broker has successfully provided employee benefits broker services to at least three other municipalities, in the state of Florida, with a similar scope of services as identified above.**

   We affirm that we meet this requirement. We serve over 70 public entity clients in the State of Florida. Please see our case studies on pages 22-24 for additional information on how we've secured favorable outcomes for our public entity clients.

Client Name	City of Winter Garden
Name of contact	Cheryl Jones
Contact Phone Number	407-656-4111 est. 2291
Contact Email Address	cjones@cwgdn.com

Client Name	City of North Miami
Name of contact	Laura Woodley
Contact Phone Number	305-895-9862
Contact Email Address	lwoodley@northmiamifl.gov

Client Name	City of Miami Beach
Name of contact	Lorena Bravo
Contact Phone Number	305.673.7524
Contact Email Address	LorenaBravo@miamibeachfl.gov

4. **Services must have been provided in the past five years prior to the issuance of this RFP.**

   We affirm services have been provided in the past five years prior to issuance of this RFP.

5. **Demonstrated ability and success in design and implementation of a high-deductible health care plan (HDHP).**

   We have a proven track record in the successful design, implementation, and ongoing management of High-Deductible Health Plans (HDHPs), tailored to meet the strategic goals of cost control and employee engagement.

   Our approach begins with a detailed financial and demographic analysis to determine the feasibility and potential impact of HDHP adoption. We work closely with HR and finance teams to model plan design scenarios, including integration with Health Savings Accounts (HSAs), or Health Reimbursement Accounts (HRA) and benchmark those options against peer organizations and industry standards.

   Our team has implemented HDHPs for employer groups ranging in size from 50 to 2,500+ employees, achieving measurable results such as:

   - **Cost savings of 8–15%** in the first year of implementation through reduced premiums and more efficient utilization.

- **Increase in employee HSA/HRA participation by 60%** through targeted education and engagement strategies.
- **Customized plan designs** that preserve access to high-value care and reduce disruption, including layered networks and preventive care carve-outs.

We also provide robust employee communication and education strategies to ensure plan understanding and adoption, including on-site meetings, webinars, benefits decision tools, and ongoing support during open enrollment.

Post-implementation, we track performance metrics and conduct annual reviews to refine plan design, maintain compliance, and ensure the plan continues to meet both employer and employee needs.

We serve the following clients that have a high-deductible health plan with a health savings account or a health reimbursement account:

- ***DeSoto County School District – HRA***
- ***Hardee County BOCC - HSA***
- ***Hendry County School District – HRA and HSA***
- ***Hardee County School District – HRA***
- ***Jackson County BOCC - HRA***
- ***North Miami Beach – HSA***
- ***Miami Beach - HSA***
- ***Okaloosa County School District – HRA***
- ***Suwannee County School District – HSA***

6. **Demonstrated ability and success implementing various strategies to maintain high quality and cost-effective coverage.**

Our agency specializes exclusively in serving Florida public entities, allowing us to implement targeted, data-driven strategies that consistently improve plan quality while reducing overall costs. Through advanced analytics, proactive vendor negotiations, plan optimization, and employee engagement initiatives, we have helped municipalities across the state achieve measurable and sustainable improvements in both benefit value and financial performance.

The examples that follow highlight our success with our clients:

1. **Okaloosa County School District (OCSD) – Fully Insured to Self-Funded Insurance Program**
   Okaloosa County School District (OCSD) partnered with our team to address rising premiums, limited claims visibility, and lack of plan flexibility under a fully insured arrangement. After a detailed actuarial feasibility study and 36-month claims review, we determined the District was a strong candidate for a self-funded model with appropriate stop-loss protection. Our team successfully:
   - Conducted financial modeling to compare fully insured vs. self-funded risk.
   - Implemented a customized self-funded PPO plan with competitive stop-loss terms.
   - Selected a TPA that offered improved network discounts and full claims transparency.

- Delivered a district-wide communications plan with employee education sessions.

Our Results:

- **Significant Year-1 savings** compared to projected fully insured premiums. Saving the District over **$12M**.
- **Full access to claims data**, enabling better cost-management decisions.
- **No lasers or unexpected stop-loss increases** at renewal due to strong performance.
- **Improved employee understanding** of benefits through structured education.
- Increased preventive care utilization and better oversight of high-cost claimants.

2. Housing Authority of Fort Lauderdale - Strategic Renewal Negotiation & Funding Optimization
We conducted a competitive RFP and deployed actuarial modeling to evaluate funding alternatives during a year of significant projected increases. Through targeted negotiation and plan redesign, we reduced the incumbent's proposed **50% renewal increase** ($477,000) to **15%** ($140,000), delivering **$337,000 in savings**. We subsequently implemented a **level-funded program** to further control claim costs and create long-term financial stability while maintaining benefit quality.

2. City of Deltona - Comprehensive Plan Redesign & Employee Engagement
To address rising healthcare costs, we redesigned the City's medical program and introduced a High-Deductible Health Plan (HDHP) paired with a City-funded Health Savings Account (HSA). Through quarterly claims reviews, targeted wellness strategies, and focused employee education, the City achieved **$1.4 million in premium savings**. In addition, benefits were enhanced by contributing the **full $1,700 deductible** to each employee's HSA.

3. City of Miami Beach - Pharmacy & Stop-Loss Optimization
Leveraging detailed pharmacy and stop-loss analysis, we identified pricing inefficiencies and negotiated improved contract terms. These strategies resulted in **$415,000 in savings** through **Rx optimization and stop-loss repricing**—creating more predictable cost trends without reducing coverage.

Vendor Partner Collaboration & Program Impact:
In addition to the results we deliver directly, our success is amplified through strategic collaboration with a curated network of best-in-class vendor partners. These partnerships allow us to bring innovative, high-value programs to our clients—programs that not only reduce claims spend, but also elevate the quality, accessibility, and experience of employee benefits.

The following examples highlight how our vendor partnerships have enabled municipalities, counties, and school districts to control rising healthcare costs, improve outcomes, and strengthen their benefit offerings—ultimately empowering their employees to access higher-quality care while reducing unnecessary utilization and long-term claims exposure.

1. **Cash Pay Solution Options for Employer Health Plans**
   Cash pay strategies help reduce total plan costs—especially for high-cost outpatient services, imaging, surgeries, and specialty drugs—by bypassing traditional carrier pricing when a direct-pay rate is significantly lower. Here are the leading options and how they benefit your clients.

   - **Direct Contracting / Preferred Provider Cash Rates -** Negotiate direct cash-pay agreements with local providers for services such as:
     - MRI/CT imaging
     - Outpatient surgery (orthopedic, GI, ENT)
     - Lab work and diagnostics
     - Urgent care and primary care

   - **Primary Care & Direct-to-Employer Clinics -** Cash-pay primary care or direct contracting with:
     - Community PCPs
     - Onsite or near-site clinics
     - Direct primary care (DPC) partners

   - **Bundled Surgery Programs -** Partner with organizations that offer **bundled cash rates** for common procedures:
     - Joint replacements
     - Arthroscopies
     - Hernia repairs
     - Gallbladder removal

   - **Specialty Medication Cash Pay Channels -** Steer members toward lower-cost pharmacy solutions such as:
     - International pharmacy vendors (when compliant)
     - Direct specialty drug procurement programs
     - Manufacturer direct-pay assistance
     - Alternative funding programs

   - **Imaging & Diagnostics Cash-Pay Networks -** Use national or regional partners that offer **pre-negotiated cash rates** for:
     - MRI, CT, PET scans
     - Ultrasound
     - Cardiac testing

2. **Benefits Administration, Compliance, and Member Experience Support**
   We also enhance program quality through:
   - Benefits administration technology implementation and optimization
   - Member education campaigns to increase utilization of high-value services
   - Compliance support including SBCs, 1095s, and SPD updates
   - Onsite and near-site clinic integrations to expand access and reduce total cost of care

3. **Demonstrated Outcomes**
   Our public sector clients consistently experience:
   - Lower premium trend relative to regional municipal benchmarks
   - Improved employee understanding and satisfaction with benefits
   - Reduction in high-cost Rx and out-of-network utilization
   - Stabilized funding structures supporting multi-year forecasting
   - Measurable year-over-year savings without sacrificing coverage quality

Summary: Through a combination of analytics, market leverage, innovative funding strategies, plan redesign, and employee engagement, our agency has a proven record of **delivering high-quality, cost-effective coverage** for Florida municipalities. The examples provided reflect our ability to achieve substantial savings while enhancing a value core expectation of public sector stewardship.

7. **Demonstrated experience working with major carriers in the market, in the state of Florida.**

Our carrier partners are vetted to assure meeting the AM Best rating of A or better, please see our list below. We place over $5.5 billion in annual premiums and our consultants have exclusive access to advisory boards of the most dominant carriers in the market.

Our team provides this service through our Tier 1 / Preferred status with most of the major insurers that typically results in a higher level of advocacy from the carrier, including but not limited to:

- Dedicated service teams providing quick resolutions.
- Direct access to underwriters and medical directors.
- Accelerated case implementation.
- New product roll out.
- Enhanced claims reporting at no additional cost.
- Inclusion on the carriers' Advisory Council.

Preferred List of our Health Insurance Partners		
AvMed	CVS / Aetna	Side Car
BCBS (All Affiliates)	Curative	United Healthcare
Cigna	**Florida Blue** (Inclusive of Florida HealthCare Plans, Capital Health Plans and Health Options)	(Inclusive of Neighborhood Health Plans, All Savers and UHC HMO)

Alternate Funding Solutions		
Berkley GovCap	ELAP Services	Level360
Cost Plus Advisors	Florida Municipal Insurance Trust (FMIT)	Well-Life
D.W. Van Dyke & Co.	Heritage Consultants	Public Risk Management

ASO / TPA		
Aetna / Meritain	Coresource	UHC / UMR
BCBS of SC (TPA)	GPA TPA Services	
Cigna	Florida Blue	
Continental Benefits	Maestro Health	

Stop Loss		
AIG	HM Insurance	Swiss Re
Arch Insurance	Munich Re	Symetra
Guardian Life & Health	Stealth Partner Group	Voya Financial
HCC Life	Sun Life Financial	XL Benefits

Pharmacy Benefit Management		
CVS Caremark	Megallan Rx	Pro Act, Inc.
Express Scripts	Optum Rx	Rx Benefits
Fairos Rx	Prime Therapeutics	WellDyne Rx

Ancillary Benefits		
Advantica	Guardian Life & Health	Reliance Standard
Aetna	Hartford Life	Standard Insurance
Allstate Financial	Humana	Sun Life Financial
Ameritas	Lincoln Financial	Superior Vision
Cigna	**Metropolitan Life**	Symetra
Delta Dental	Minnesota Life	Unum
EyeMed	Mutual of Omaha	**USAble**
Florida Combined Life	Principal Financial	Vision Service Plan

Supplemental Worksite		
Aflac	Humana	Reliance Standard
AIG	Lincoln Financail	The Standard
Allstate Financial	Metropolitan Life	Sun Life Financial
Colonial Life	Mutual of Omaha	Unum
Guardian Life & Health	Principal Financial	Voya Financial

Medical Group Retiree Programs		
AdventHealth Advantage Plans/Health first	Cigna	Humana
Aetna	Florida Blue Medicare	UHC/AARP
Benistar	Florida HealthCare Plans	

Further, our understanding of **Florida's regulatory and market landscape** allows us to develop **customized benefits strategies** that reflect the unique needs of employers and employees in the state. We continuously monitor changes in healthcare legislation, regional plan availability, and network access to ensure compliance and cost-effectiveness.

We pride ourselves on our **carrier-neutral approach**, collaborating effectively with all providers to deliver **comprehensive, compliant, and budget-conscious health insurance solutions** throughout Florida.

8. **The client executive assigned to the account must have a minimum of ten years of experience providing employee benefits broker of record services to municipalities of similar size, in the state of Florida, with a similar scope of service, and must be capable of speaking and making decisions on behalf of the firm. Additional support staff assigned to the city must have a minimum of five years of experience supporting municipalities in benefits administration.**

   We affirm that we meet these requirements.



John Kern, Regional Vice President
Account Role: Co-Client Executive

John Kern is an accomplished healthcare executive with experience in all phases of employee benefits consultation. He has earned an industry-wide reputation as a creative developer of benefits solutions. He has deep expertise with short and long-term benefits strategy, healthcare reform/regulatory compliance, funding alternatives, wellness plans, benchmarking, benefits and payroll administration, actuarial services, executive benefits, and private exchanges. He serves as Corporate Synergies' leader for the Florida Region, where he has overall management responsibility for teams of benefits consultants and account management professionals.

John is an expert on reference-based pricing and benefits cost control. His article, "Here's Why Reference-based Pricing is Gaining Momentum" was named a top 10 article by popularity by Employee Benefit News. John has more than 25 years of experience in benefits and insurance.



Eric Brewer, Senior Benefits Consultant
Account Role: Co-Client Executive

Eric Brewer is an accomplished healthcare professional with over a decade of experience helping employers navigate the cost pressure, regulatory compliance and administrative challenges that go along with a group benefits program. Eric's knowledge of self-funding, pharmacy benefit carve-outs, reference-based pricing and population health management help him guide his clients based on each employers' unique needs and circumstances. Eric takes pride in being innovative and disruptive, with a long-term strategic focus to help his clients' combat constant market pressures. Throughout Eric's career, he has managed benefit programs for employer groups ranging from 250 to 25,000 employees. Years of industry experience: 14+.

Tab 3

Background of Firm

- **Describe the firm's experience working with Florida municipalities of similar size, in the State of Florida. Provide specific examples of implementing health care plan design strategies resulting in cost savings and improved health care outcomes. Describe plan features and how they supported the goals identified by the client. Include both financial and claims metrics to illustrate results over multiple years.**

FRP has a proven track record of partnering with Florida municipalities to design, implement, and manage health benefit programs that effectively reduce overall costs while maintaining—and often enhance the quality of care provided to employees. Our approach is rooted in data-driven strategies and a deep understanding of public sector needs.

Please see our clients highlighted below, where we have:

- Reduced total health plan spend through **plan architecture** (HDHP/HSA, tiered/co-pay optimized PPO), **PBM contracting**, and **stop-loss** optimization.
- Improved member outcomes through **onsite/near-site primary care, and condition management**, to increase access to care.
- **Institutionalized quarterly claims review** and executive dashboards to maintain momentum and adjust quickly.
- **Comprehensive wellness incentive programs** designed to drive engagement, improve health outcomes, and reduce claims costs.

Relevant Florida Municipal Experience and Outcomes:

A. **Suwannee County School District: HDHP/HSA Transformation, Onsite Care and Pharmacy Strategy**
Client Goals - Control rising costs, improve employee engagement, expand access to care, and address pharmacy trends while maintaining affordability for school district employees and families.

Plan Design Strategy Implemented:
- **Comprehensive HDHP/HSA implementation** with tailored employer funding strategy
- **Onsite primary care center** to increase same-day access and chronic condition continuity
- **Incentivized wellness program** (PCP visits, biometrics, care gap closures)
- **Reduced-cost prescription program** to address pharmacy affordability and utilization
- **Communications and education strategy** to support adoption across multiple employee groups

Financial & Claims Metrics (Multi-Year Outcomes)
- **Over $500,000 in savings** through combined HDHP/HSA plan design analysis and implementation, onsite care utilization, and pharmacy cost-reduction measures
- Significant increase in **employee engagement**, including higher preventive care participation and more consistent chronic condition follow-up
- Improved utilization alignment: more primary care, lower non-emergent ER, improved generic utilization through the reduced-cost Rx program

How Features Supported District Goals

- **HDHP/HSA + education** drove consumerism while preserving affordability
- **Onsite clinic** improved access and controlled avoidable ER use
- **Rx program** addressed pharmacy affordability and adherence
- **Wellness incentives** aligned behavior toward preventive and chronic care metrics
- Combined, these levers generated meaningful year-over-year medical and pharmacy cost reductions while supporting long-term employee health

B. City of Miami Beach — Pharmacy & Stop-Loss Optimization

Client Goals: Reduce specialty pharmacy trend and negotiate stop-loss structure.

Plan Design Strategy Implemented:

- PBM contract audit and specialty channel controls
- Stop-loss negotiation and structure alignment

Results:

- **$316K specialty pharmacy reduction** (CY2023)
- **$415K in total savings** via stop-loss + Rx strategy

C. City of North Miami — Ancillary Optimization

Client Goals: Lower cost while enhancing benefits.

Plan Design Strategy Implemented:

- Market repricing for dental/vision/life/disability
- Benefit refresh to improve value

Results:

- **13% savings** while **improving benefits**
- Stronger preventive utilization driven by richer plan design

D. City of Miami — Governance & Oversight Improvement

Client Goals: Vendor oversight, claims governance, and benefit administration support.

Plan Design Strategy Implemented:

- Quarterly executive claims reviews
- Benefits administration modernization

Results:

- Reduced admin errors and eligibility defects
- Stabilized trend through targeted clinical interventions

Here are additional specific examples of how we've secured favorable outcomes for our clients:

Case Study 1:

Situation: County with 4,000 enrolled hired FRP in 2018 to help manage rising healthcare costs.

Solution: Upon engagement, our firm conducted several audits and program reviews which produced several strategic opportunities.

We conducted a prescription program analysis and an eligibility audit. We also replaced BCBS with Aetna/Meritain for TPA services. this change allowed us to properly manage out of network repricing from the TPAs. TPAs use multiple network wraps to re-price out of network claims which results in only approximately 25% discounts on billed charges. Our approach achieves over 60% discount for services, which nearly triples the savings out of network.

Result: The prescription analysis projected $10 million in savings over a 3-year period. The eligibility audit determined more than twenty deceased members remained enrolled on the County's benefits program, which saved the County in continuing unnecessary contributions. We also generated $8 million in savings in the 1st year with proper management of Out of Network claim repricing.

Case Study 2:

Situation: Client since 2013. 1,000 enrolled City looking to lower claims to control rising healthcare premiums.

Solution: In June of 2016 a key hospital/health system exited the carrier network. This action would have increased the City's budget by over $5 million.

Result: Our firm effectively negotiated a direct contract between the City and the health system, which resulted in saving the City's budget. The direct contract is fully transparent to the City, without excess and hidden profit to the carrier. We work to achieve the greatest cost savings for the client.

Case Study 3:

Situation: An employee suffered a major heart attack and was rushed to the closest hospital, which was out-of-network. When the employee received an unexpected bill for $21,000, he called BenefitsVIP for help.

Solution: The BenefitsVIP advocate filed appeals with carrier on behalf of employee and arranged for bills and collection notices to be held until appeal was resolved. The advocate also provided the carrier with information about other insurers' policies of covering emergency care as in-network.

Result: $19,000 decrease in employee's out-of-pocket expenses when the carrier agreed to cover the admission as in-network. The carrier also revised its policy to cover emergency care at in-network levels, regardless of whether the hospital participates in the network.

Case Study 4:

Situation: A client's adult dependent had hemophilia. This member's factor 7 drug no longer worked and was moved to a rare alternative immunotherapy. Claims went from $250,000 to $5 million a year due to immunotherapy. The client couldn't move the full pharmacy benefit because it was under a three-year contract.

Solution: We marketed and negotiated this one class of specialty medication because the client did not wish to disrupt all plan members with a total PBM change. We successfully implemented a specialty pharmacy arrangement for this drug class.

Result: Client saved $1.2 million annually.

Case Study 5:

Situation: 500 life self-funded employer received a 55% increase on their stop loss renewal due to an influx of large claims, with specialty pharmacy as a major driver. The plan was running $703k over budget with 3 months remaining in the plan year.

Solution: We were hired a couple of weeks before open enrollment to help drive a solution to the stop loss renewal, which had a $315,000 premium increase. The client was told alternate carriers would quote based on their participation. We acted immediately and engaged the marketplace and were able to secure proposals. We brought in a transparent PBM with 100% pass through contract. This allowed us to also bring in a partner to mitigate specialty drug spend.

Result: We took an aggressive approach based on the Rx savings anticipated and sold a 2.5% stop loss increase with the same coverage limits, which resulted in $300,000 in savings. We had a decrease on the table on an alternate option. We were immediately able to shift $300,000 in specialty Rx costs away from the plan using our strategy. We also reduced fixed cost fees by $79,000 to avoid paying the TPA for a service our team provides in-house. Combined, our efforts saved over $870k within a couple of weeks of being hired.

Case Study 6:

Situation: A city in Florida has approximately 350 full-time employees and spends $3 million per year on healthcare. The city tried participation-based wellness with incentives offered to employees for participation, but healthcare costs continued to escalate year-over-year.

Solution: We deployed an outcome-based wellness program (backed with a technology platform) that financially rewarded preventive care activities and improvements to measurements such as high blood pressure, smoking, cholesterol, and obesity. We also deployed nutritional seminars with metabolic profiling and kinetic testing, yielding 98% participation.

Result: This employer group yielded a 10% immediate ROI, offsetting the cost associated with the wellness platform entirely with a 2:1 return. This group has also had flat renewals for the previous three years on the aforementioned $3 million spend. The city has successfully created a culture of wellbeing as well that employees now embrace.

Case Study 7:

Situation: A public sector client hired our firm to accomplish two primary goals (1) Mitigate premium spend on healthcare (2) Drive administrative efficiency to support their budget-driven reduction in HR staff. This client spends ~3M in premium per year on health insurance premiums with ~200 active and retiree participants on their plan.

Solution: We helped the client identify the underlying cost drivers of their program with the deployment of a full participation-based wellness program for the previous two years, steps-driven wellness program within which HRA funding occurs based on steps taken each day, along with an annual onsite health fair. We rolled out our SmartBEN Essentials online enrollment technology tool, benefits administration outsourcing support and BenefitsVIP employee advocacy services.

Result: The client has reduced its benefits spend by an average of -5% over the last three renewal cycles with no changes in the benefits offered to employees. We've also taken on all functions associated with benefits administration, becoming an extension of the client's internal benefits staff with direct interaction with employees for anything relating to the benefits program.

Case *Study 8:*

Situation: One of our public sector clients has a self-funded health plan with approximately 1500 covered employees. They conducted a broker RFP during the spring of 2021 and hired FRP to be their benefits consultant. Our contract began on September 1st, and the City had not yet received their Stop Loss renewal for the plan year beginning on October 1st.

Based on what we learned during the bid process, we identified pharmacy as an area of opportunity to control rising healthcare costs. A review of the current Rx spend and contract language was an immediate priority project for our team.

Solution: FRP immediately secured the initial Stop Loss renewal which had a +19.8% increase. A historical loss ratio and claims review was performed by the FRP team, and we engaged with the marketplace to assess carrier appetite and drive a solution to the increase.

With regard to the pharmacy, we conducted an initial discount analytics assessment using a vendor partner to determine how the current terms align with market norms.

Result: With negotiations, FRP negotiated the Stop Loss renewal to a rate pass with the current carrier, mitigating a $415,505 premium increase for the City. The new contract also has improved terms, with the addition of a dividend option to return surplus premiums to the City in a favorable claim year.

We proceeded with the pharmacy analytics engagement process and project a savings of 18.78% in the first year, which will result in $1M in gross savings on pharmacy spend with no impact to plan members.

- **Provide a list of all public employee benefit clients for the past three years. Provide contact information for at least three employee benefit municipal clients.**

Below is the contact information for three of our employee benefit municipal clients.

Client Name	City of Winter Garden
Name of contact	Cheryl Jones
Contact Phone Number	407-656-4111 est. 2291
Contact Email Address	cjones@cwgdn.com

Client Name	City of North Miami
Name of contact	Laura Woodley
Contact Phone Number	305-895-9862
Contact Email Address	lwoodley@northmiamifl.gov

Client Name	City of Miami Beach
Name of contact	Lorena Bravo
Contact Phone Number	305.673.7524
Contact Email Address	LorenaBravo@miamibeachfl.gov

Please see the following pages for additional municipal clients.

Public Entity Clients
Florida

City/Town/Village:

- Alford, Town of
- Altha, Town of
- Apopka, City of
- Aventura, City of
- Bal Harbour Village
- Chattahoochee, City of
- Deltona, City of
- Destin, City of
- Doral, City of
- Fort Myers, City of
- Havana, Town of
- Hillsboro Beach, Town of
- Lantana, Town of
- Lauderdale by the Sea, Town of
- Mary Esther, City of
- Miami, City of
- Miami Beach, City of
- Miami Gardens, City of
- Miami Shores, Village of
- Niceville, City of
- North Bay Village
- North Miami, City of
- North Miami Beach, City of
- Opa-locka, City of
- Ormond Beach, City of
- Panama City Beach, City of
- Parker, City of
- Port St. Joe, City of
- Quincy, City of
- Sebastian, City of
- Sunrise, City of
- Titusville, City of
- Valparaiso, City of
- Windermere, Town of
- Winter Garden, City of
- Winter Park, City of

School District:

- Calhoun County Public Schools
- Charlotte County Public Schools
- DeSoto County School District
- Gadsden County School District
- Hamilton County School District
- Hardee County School District
- Hendry County School District
- Jackson County School District
- Okaloosa County School District
- Polk County School District
- Suwannee County School District

Other County Clients:

- Calhoun County BOCC
- Franklin County BOCC
- Gadsden County BOCC
- Gulf County BOCC
- Hamilton County BOCC
- Hardee County BOCC
- Jackson County BOCC
- Lafayette County BOCC
- Leon County BOCC
- Taylor County BOCC
- Washington County BOCC

Additional Entities:

- Baker Fire District
- Crestview Housing Authority
- Destin Fire Control District
- Florida Health Care Plans
- Florida Keys Mosquito Control District
- Fort Myers Housing Authority
- Halifax Health
- Lakeland Area Mass Transit District
- New Smyrna Beach Utilities
- North Bay Fire Control District
- Northwest Florida Water Management District
- Ocean City Wright Fire Control District
- Okaloosa Island Fire Control District
- Osceola Clerk of Court
- Panama City Downtown CRA
- Panama City Downtown North CRA
- Panama City Millville CRA
- Panama City St Andrews CRA
- Quincy Gadsden Airport Authority
- South Walton Mosquito Control District
- Suwannee Valley Transit Authority
- Tice Fire Control District

Public Entity Clients
Outside of Florida

New Jersey:

- Bayonne Board of Education
- Bayonne, City of
- Brick, Township of
- Hoboken, City of
- Irvington Board of Education
- Irvington, Township of
- Jersey City Board of Education
- Keyport, Borough of
- Livingston, Township of
- Lopatcong, Township of
- Mendham Borough Board of Education
- Morristown, Town of
- Newark Board of Education
- Newark, City of
- North Jersey District Water Commission
- Orange, City of
- Passaic Board of Education
- Passaic Valley High School Board of Education
- Passaic Valley Water Commission
- Passaic, City of
- Passaic, County of
- Red Bank, Borough of
- RWJ Barnabas
- Totowa Board of Education
- Vernon, Township of
- Warren, County of
- West Orange, Township of
- Wood Ridge, Borough of

Indiana:

- City of Crown Point
- City of Muncie
- City of Scottsburg
- Crawford County Schools
- East Washington School Corp
- Floyd County Community Action Agency dba Floyd County Head Start
- Lake County Convention and Visitors dba South Shore Convention & Visitors Authority

North Carolina:

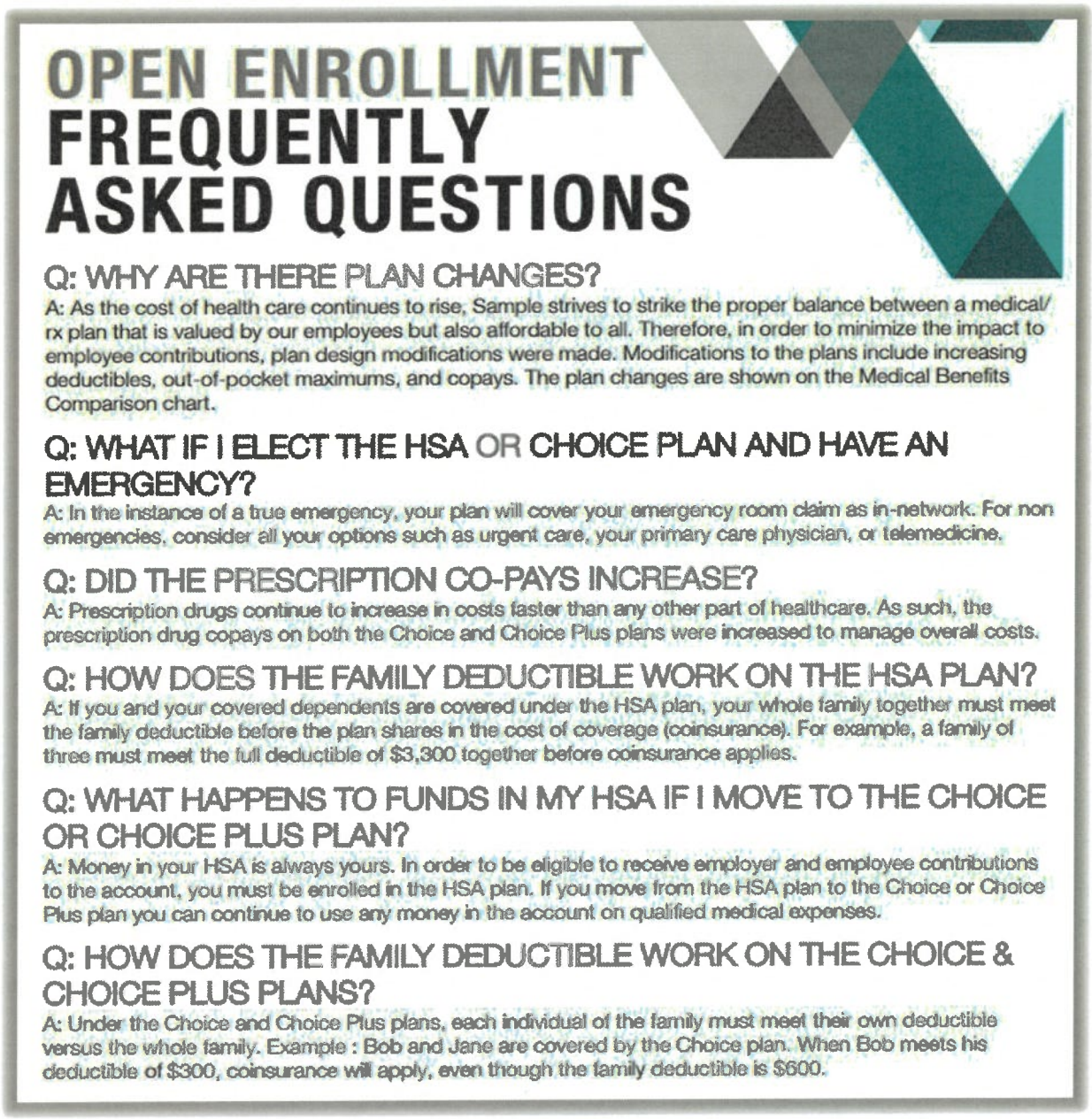
- Chesterfield County and Schools
- Davie County Government
- Durham County Government
- Durham, City of
- Fuquay Varina, Town of
- Garner, Town of
- Henrico County and Schools
- Hope Mills, Town of
- Lillington, Town of
- North Carolina Retirement Systems (NCRS)
- Selma, Town of
- Spring Lake, Town of
- State Employee Association of North Carolina
- Zebulon, Town of

Kentucky:

- Bluegrass Regional Water
- Breathitt County Library
- City of Spring Mill
- Greenup County Health Department
- Harrison County Planning Commission
- Housing Authority of Maysville
- Housing Authority of Vanceburg
- Local Health Department dba Kentucky Health Depts.
- Louisville & Jefferson County Visitors & Convention Commission
- Marion County Fiscal Court
- Oldham County Fiscal Court

- **Provide examples of informational literature, power points, enrollment and plan summaries, or other client materials the firm created for municipal clients with similar employee benefit programs.**

Our firm takes great pride in developing clear, engaging, and comprehensive materials to support municipal clients in communicating their employee benefit programs. Below are examples of the types of materials we have designed and provided for similar clients to ensure successful adoption, understanding, and utilization of benefits such as Open Enrollment announcements, New Medical Plan understanding the differences, High-Deductible Health Plans (HDHPs), wellness incentives, and prescription drug strategies.



OPEN ENROLLMENT FREQUENTLY ASKED QUESTIONS

Q: WHY ARE THERE PLAN CHANGES?

A: As the cost of health care continues to rise, Sample strives to strike the proper balance between a medical/rx plan that is valued by our employees but also affordable to all. Therefore, in order to minimize the impact to employee contributions, plan design modifications were made. Modifications to the plans include increasing deductibles, out-of-pocket maximums, and copays. The plan changes are shown on the Medical Benefits Comparison chart.

Q: WHAT IF I ELECT THE HSA OR CHOICE PLAN AND HAVE AN EMERGENCY?

A: In the instance of a true emergency, your plan will cover your emergency room claim as in-network. For non emergencies, consider all your options such as urgent care, your primary care physician, or telemedicine.

Q: DID THE PRESCRIPTION CO-PAYS INCREASE?

A: Prescription drugs continue to increase in costs faster than any other part of healthcare. As such, the prescription drug copays on both the Choice and Choice Plus plans were increased to manage overall costs.

Q: HOW DOES THE FAMILY DEDUCTIBLE WORK ON THE HSA PLAN?

A: If you and your covered dependents are covered under the HSA plan, your whole family together must meet the family deductible before the plan shares in the cost of coverage (coinsurance). For example, a family of three must meet the full deductible of $3,300 together before coinsurance applies.

Q: WHAT HAPPENS TO FUNDS IN MY HSA IF I MOVE TO THE CHOICE OR CHOICE PLUS PLAN?

A: Money in your HSA is always yours. In order to be eligible to receive employer and employee contributions to the account, you must be enrolled in the HSA plan. If you move from the HSA plan to the Choice or Choice Plus plan you can continue to use any money in the account on qualified medical expenses.

Q: HOW DOES THE FAMILY DEDUCTIBLE WORK ON THE CHOICE & CHOICE PLUS PLANS?

A: Under the Choice and Choice Plus plans, each individual of the family must meet their own deductible versus the whole family. Example : Bob and Jane are covered by the Choice plan. When Bob meets his deductible of $300, coinsurance will apply, even though the family deductible is $600.

MEDICAL BENEFITS COMPARISON

2020 OPEN ENROLLMENT

Sample cares about the health and well-being of you and your family, and we are dedicated to providing a comprehensive benefits package. Below is a summary of the 2020 medical plan options. Plan changes are highlighted in red with the current, 2019, plan design in parenthesis. At the bottom of each plan are the monthly employee contributions, the current contributions are in parenthesis for you to see how much they are increasing.

	OPT 1 HSA PLAN	OPT 2 CHOICE PLAN	OPT 3 CHOICE PLUS PLAN	
MEDICAL BENEFIT	**IN-NETWORK ONLY**	**IN-NETWORK ONLY**	**IN-NETWORK**	**OUT-OF-NETWORK**
Annual Deductible	**Individual:** $1,650 ($1,500) **Family:** $3,300[1] ($3,000)[1]	**Individual:** $300 ($200) **Family:** $600 ($400)	**Individual:** $300 ($200) **Family:** $600 ($400)	**Individual:** $500 ($300) **Family:** $1,000 ($600)
Out-of-Pocket Maximum	**Individual:** $3,000 **Family:** $6,000	**Individual:** $3,000 ($2,500) **Family:** $6,000 ($5,000)	**Individual:** $3,000 ($2,500) **Family:** $6,000 ($5,000)	**Individual:** $3,000 ($2,500) **Family:** $6,000 ($5,000)
Preventive Care				
Adult Preventive Care	No charge	No charge	No charge	40%*
Adult Annual Physical Exam	No charge	No charge	No charge	40%*
Well-Child Care	No charge	No charge	No charge	40%*
Outpatient Care				
Primary care physician office visits	10%*	$25 copay	$25 copay	40%*
Specialist office visits	10%*	$40 copay ($35 copay)	$40 copay ($35 copay)	40%*
Outpatient facility surgery	10%*	20%* (10%*)	20%*	40%*
Outpatient Lab & X-Ray				
Diagnostic test (x-ray, bloodwork)	10%*	No charge	No charge	40%*
Imaging (CT/PET scans, MRIs)	10%*	20%* (10%*)	20%*	40%*
Emergency Care				
Ambulance when medically necessary	10%*	20%* (10%*)	20%*	40%*
At hospital emergency room	10%*	$150 copay ($100 copay)	$150 copay ($100 copay)	$150 copay
Urgent Care	10%*	$50 copay ($25 copay)	$50 copay ($25 copay)	40%*
Maternity Care				
Prenatal and Post-natal care	No charge*	No charge	No charge	40%*
Hospital services for mother and child	10%*	20%* (10%*)	20%*	40%*
Mental Health				
Inpatient	10%*	20%* (10%*)	20%*	40%*
Outpatient	10%*	$25 copay	$25 copay	40%*
Prescription Drug				
Retail Pharmacy (30 day supply)				
Generic/Preferred/Non-Preferred	$10*/$30*/$50*	$15/$45/$80 ($7/$30/$60)	$15/$45/$80 ($7/$30/$60)	
Mail Order (90 day supply)				
Generic/Preferred/Non-Preferred	$25*/$75*/$125*	$30/$90/$160 ($14/$60/$120)	$30/$90/$160 ($14/$60/$120)	

*After deductible
[1]No one in the family is eligible for benefits until the family deductible is met

Monthly Contributions				
Employee Only	$55.00 ($54.22)	$95.00 ($88.74)	$120.00 ($112.18)	
Employee + 1	$133.00 ($132.10)	$210.00 ($199.58)	$270.00 ($261.00)	
Employee + Family	$240.00 ($239.60)	$360.00 ($341.56)	$465.00 ($434.74)	

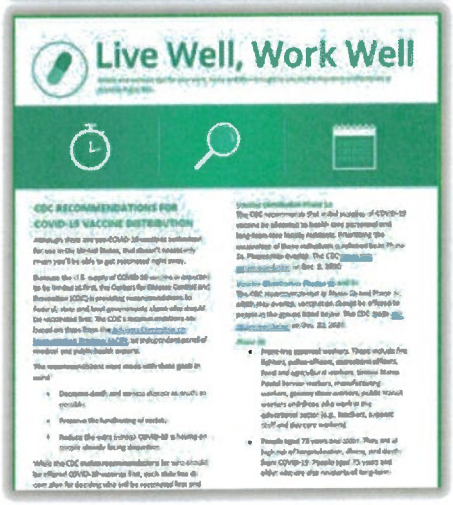

COMING SOON:
BIOMETRIC SCREENINGS
Get your numbers through your workplace
Biometric screenings are a quick, convenient, confidential way to get the facts about your health status. And they're coming to City of Deloria—all at no cost to you.
Event Details:
Types of biometrics
Don't miss out. Schedule your biometric screening today!
TAKE CHARGE OF YOUR HEALTH
Exercise Your Way to a Healthier Heart
Aerobic activity
Muscle strengthening
Flexibility training
2022 WELLNESS: FEBRUARY 14, 2022 • NOVEMBER 18, 2022
Over The Awesome Rainbow
Get ready for the
Over the AWESOME Rainbow
daily nutrition points challenge!
MAY 9, 2022 • JUNE 6, 2022
JOIN
POINTS
REWARDS
MILESTONES
epicwellsite.com/client
MONEY, MONEY, MONEY!
How Pennies Add Up to Quarters
Health Insurance
At the Doctor
Food/ Beverage
Wellness
Commute
Shopping
Client Logo

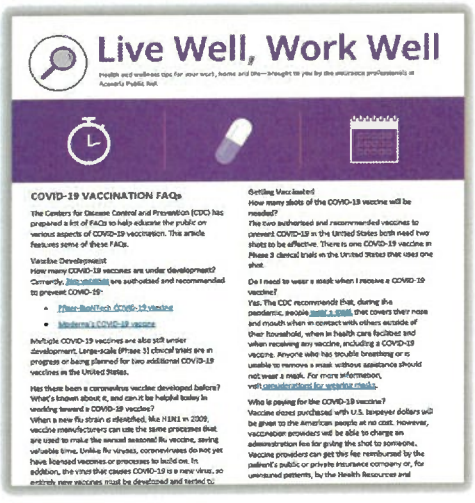

exciting. fresh. original.
BENEFITS GUIDE 2020
CLASSIC
INTRODUCING OUR EMPLOYEE EDUCATION AND COMMUNICATION MATERIALS!
Keep your employees engaged in their benefits with inspiring designs for your employee education materials! Choose from nine completely unique looks.


Open Enrollment Is Here!
There are no plan changes to your benefits, please see attached rates and payroll deduction for medical, dental and vision insurance. If you do not have any changes, you do not need to do anything with Employee Navigator except if you plan to elect or renew your Flexible Spending Account.
Pick a Date to Join us for our Benefit's Fair
Tuesday, October 8 from 9:00am – 4:30pm
Wednesday, October 9 from 9:00am - 4:30pm
Thursday, October 10 from 9:00am – 4:30pm
LEAD THE WAY


Emergency Room or Urgent Care?
How to choose


Meet Your Onsite Health Coach
About Paula:
Paula is passionate about promoting health and preventing diseases, she believes in enjoying life and having a balanced lifestyle, working towards achieving a healthy optimal life. Paula has over 8 years of experience in life changing community programs, she is fluent in Spanish and enjoys learning about new cultures. In her free time, she enjoys practicing yoga, cooking and eating chocolate. She looks forward to meeting and learning more about you.
How can a health coach help me?
Paula is available to meet with you to discuss lifestyle behaviors you may want to address such as weight management, physical activity, nutrition counseling, and disease prevention. Your Health Coach will help you create and work toward your personal health goals.
Will my personal information that I share with my health coach be protected?
Yes, all your personal health information will be protected in accordance with HIPAA. None of your personal information will be shared with your employer.
What other services does my health coach offer?
Your onsite Health Coach will plan and implement workable wellness events and activities such as:
Increase understanding of modifiable health risks
Coach employees to develop personal health behavior goals
Demonstrate how to navigate UnitedHealthcare tools and resources
Refer employees to appropriate wellness programs and services
Perform blood pressure/weight/BMI screenings
Provide health education to groups and individuals
Promote onsite events such as health fairs, weight, & fitness challenges
Overall, your Health Coach will help inspire and motivate you to achieve optimal health and wellbeing.
How can I reach my health coach?
Telephone: 651-414-8503 Email: paula_rojas@uhc.com


Live Well, Work Well
CDC RECOMMENDATIONS FOR COVID-19 VACCINE DISTRIBUTION


Live Well, Work Well
COVID-19 VACCINATION FAQs
Getting Vaccinated
Who is paying for the COVID-19 vaccine?


HRInsights
Managing the Mental Health of Returning Employees

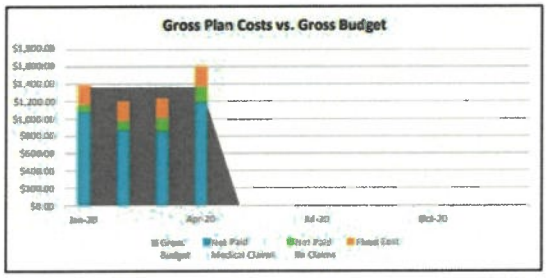
- Gross Plan Costs for the Current Period YTD are running at 89.6% of the YTD Current Period's Gross Budget.
- Gross Plan Costs for the Prior Period ran at 93.9% of the Prior Period's Gross Budget.
- Medical net of Stop Loss for the current period was 74.0% of the Current Period's Gross Budget. Rx was 9.5% and Administration and Stop Loss was 16.5% of the Current Period's Gross Budget.
- There are 8 Large Claimants in the Current Period and there were 16 in the Prior Period.
- The Average Employee Enrollment in the Current Period is 1,165 and in the prior period it was 1,036.

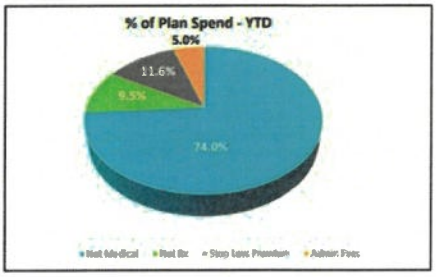
Budget Summary
Current - YTD

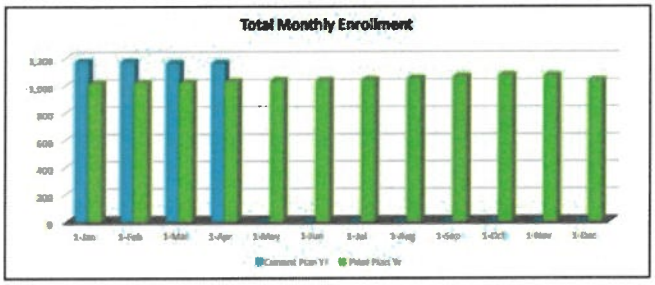
Gross Plan Costs	$6,336,451
PEPM	$1,369.49
Gross Budget	$6,363,227
PEPM	$1,365.24

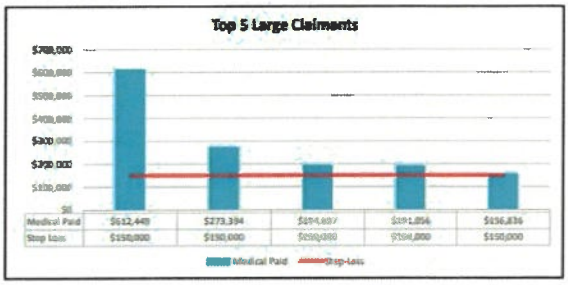
Actual / Budget - YTD







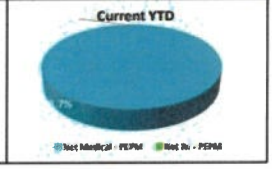


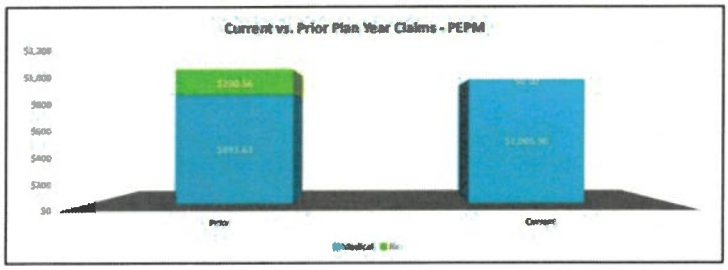


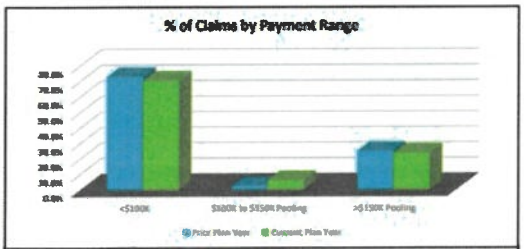
- The YTD Current Period Claim PEPM is: $1,005.90, compared to Prior Period's $1,094.18.
- In the Current Period, Rx Claims represent 0.0% of Total Medical and Rx Claims; this is compared to 18.3% in the Prior Period. (Generally, Rx Claims represent 18-25% of Total Medical and Rx Claims).
- In the Prior Period, the Stop Loss Reimbursement was 132.8% of the Paid Stop Loss Premium. In the Current Period, the Stop Loss Reimbursement is 95.7% YTD.
- The expected number of claims over $100,000 is 16.4, and over the pooling level of $150,000 is 8.5.*

	Prior Plan Year PEPM	Current YTD PEPM	% Change
Net Medical	$893.63	$1,005.90	12.6%
Net Rx	$200.56	$0.00	-100.0%
Total Claims	$1,094.18	$1,005.90	-8.1%

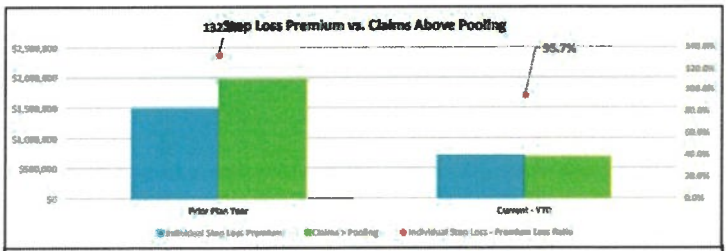








	<$100K	$100K to $150K Pooling	>$150K Pooling
Prior Plan Year	$11,514,796	$389,190	$3,922,200
Current Plan Year	$4,247,786	$359,973	$1,428,433



	Current Plan Year	Prior Plan Year
Individual Stop Loss Premium	$708,595	$1,484,652
Claims Above Pooling	$678,433	$1,972,200
Loss Ratio	95.7%	132.8%

- **Provide resumes for the firm owners, key management personnel, and dedicated account team including account executive, client representatives, and any other administrative support personnel interacting with the city.**

FRP'S EXECUTIVE TEAM LEADERSHIP



Charlie Lydecker
Chairman/CEO, Foundation Risk Partners

Led by Charlie Lydecker, the experience of the Executive Leadership Team at Foundation Risk Partners includes publicly traded insurance intermediaries, best-in-class regional brokers and specialty distributors. The collaborative result is a leadership team that is relentlessly focused on continuing to develop a sales organization where everyone can be the most successful while being exceptional at analyzing risk exposure and providing the best solutions for our clients.♦

John Turner
Chief Operating Officer, Foundation Risk Partners

Chris Bell
Chief Administrative Officer, Foundation Risk Partners

Thomas Tinsley
Co-Founder / Senior Advisor, Foundation Risk Partners

Ben Barbieri
Chief Acquisition Officer, Foundation Risk Partners

Natalie Corbett
Chief Human Resources Officer, FRP

Kevin Mason
President of Southeast Region, Foundation Risk Partners
CEO/Co-Founder, Acentria

Mary Lawless
COO of Southeast Region, Foundation Risk Partners
President, Acentria

Tom Leek
Chief Legal Officer / EVP, Foundation Risk Partners

Jeff Leonard
Chief Financial Officer, Foundation Risk Partners

Alan Florez
Chief Sales Officer / EVP, Foundation Risk Partners

Rich Dinan
Chief Information Officer, Foundation Risk Partners

Mike Lisa
National Benefits Sales Leader, EVP
Co-President/CEO, Corporate Synergies

Andrew Bloom
National Benefits Operations Leader, EVP
Co-President/CEO, Corporate Synergies

Paul LaRubbio
SVP of Finance, Foundation Risk Partners

John Kern



Regional Vice President
407-612-6343
485 N Keller Rd, Suite 100
Maitland, FL 32751

Work Experience

- Foundation Risk Partners dba Corporate Synergies
  Regional Vice President
  8/2017- Present
- LassiterWare Insurance
  Vice President, Employee Benefits
  8/1999-7/2017

Education

- Bachelor of Science, Florida State University

John Kern is an accomplished healthcare executive with experience in all phases of employee benefits consultation. He has earned an industry-wide reputation as a creative developer of benefits solutions. He has deep expertise with short- and long-term benefits strategy, healthcare reform/regulatory compliance, funding alternatives, wellness plans, benchmarking, benefits and payroll administration, actuarial services, executive benefits and private exchanges. He serves as Corporate Synergies' leader for the Florida Region, where he has overall management responsibility for a team of benefits consultants and account management professionals while serving as the lead consultant on numerous clients.

Previously, he served for 18 years at Florida-based Lassiter-Ware, a full-service employee benefits and property & casualty insurance broker. As Vice President of the Employee Benefits Division, he and his team provided comprehensive, long-term strategic planning and benefits consultation for a wide range of clients representing numerous industries.

John earned a Bachelor of Science degree from Florida State University.

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Eric Brewer



Vice President –Senior Benefits Consultant
772-913-1453
485 N. Keller Road, Suite 101
Maitland, FL 32751

Work Experience

- Foundation Risk Partners dba Corporate Synergies
  Vice President, Senior Benefits Consultant
  11/2013- Present
- Aon
  Senior Benefits Service Manager
  4/2011-11/2013
- Connextions Healthcare
  Project Manager / Business Analyst
  5/2009-4/2011
- William Blair & Company
  Corporate Finance Analyst
  1/2008-12/2008

Education

- Bachelor of Arts, Brown University

Professional Designations

- 0215 - Life, Health & Variable Contracts Insurance Agent

Eric Brewer is an accomplished healthcare professional with over a decade of experience helping employers navigate the cost pressure, regulatory compliance and administrative challenges that go along with a group benefits program. Eric's knowledge of self-funding, pharmacy benefit carve-outs, reference-based pricing and population health management help him guide his clients based on each employers' unique needs and circumstances. Eric takes pride in being innovative and disruptive, with a long-term strategic focus to help his clients' combat constant market pressures. Throughout Eric's career, he has managed benefit programs for employer groups ranging from 250 to 25,000 employees.

Out of the office, Eric is a proud husband, and a father of two boys. Eric can often be found fishing or golfing when he's not in the office. Eric earned a bachelor's degree in economics from Brown University, Providence, Rhode Island. Eric served as defensive captain of the Brown Football team and was proudly part of Brown's 2005 Ivy League Championship team. Years of industry experience: 15+.

FOUNDATION
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PUBLIC ENTITY SERVICES

Paul Schandel

Director of Account Management
386-299-1324
780 W. Granada Blvd.
Ormond Beach, FL 32174



Work Experience

- Foundation Risk Partners dba Corporate Synergies
  Director of Account Management
  4/1/2017- Present
- Reames Employee Benefits Solutions
  Benefits Consultant
  3/2007-3/2017
- Florida Health Care Plans
  Marketing Coordinator
  8/2003-3/2007

Education

- Bachelor of Arts in Business Administration, University of Florida

Professional Designations

- CSFS – Certified Self-Funding Specialist
- REBC – Registered Employee Benefits Consultant

Paul has extensive experience with compliance, benefit administration systems, account management, comprehensive benefit plan design, financial analysis, marketing, negotiations, carrier relationships, client retention, cost mitigation, employee advocacy, and wellness.

Current responsibilities at Corporate Synergies. include defining client requirements, coordinating internal support, ensuring client satisfaction and retention, implementation of best practices, creating better processes and efficiencies, day to day service and support, benefit meetings, carrier and renewal analysis, and many other responsibilities and duties.

Paul has been an employee benefits consultant since 2007 and worked with a large health carrier prior to assisting employers with designing and implementing dynamic and competitive employee benefit packages. He is a graduate from the University of Florida with a bachelor's degree in business administration and economics, has obtained the Registered Employee Benefits Consultant (REBC) designation from the America College of Financial Services and the Certified Self-Funding Specialist (CSFS) designation from Health Care Administrators Association.

He has a passion for his local community and is on the Board of Directors for Easterseals Northeast Central Florida, Early Learning Coalition of Flagler & Volusia, and Community Partnership for Children. Paul is also highly involved in Rotary with the Rotary club of Daytona Beach.

FOUNDATION
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PUBLIC ENTITY SERVICES

Robin Riley

Senior Vice President – Director of Client Services
386-281-3767
780 W. Granada Blvd.
Ormond Beach, FL 32174



Work Experience

- Senior Vice President, Benefits Team Leader for Acentria Public Risk from 2018 - 2024
- Senior Vice President, Director of Client Services 2024 to present.
- Brown & Brown - Public Risk Insurance Agency from 2008 - 2018 in the following roles:
  - Account Manager
  - Account Executive
  - Vice President, Benefits Division

Education

- Asheville Buncombe Technical College – 2 years

Professional Designations

- Group Benefits Associate, Certified Employee Benefits Specialist Program through Wharton University of PA.
- Voluntary Benefits Specialist, The Hartford School of Insurance
- Group Benefits Disability Specialist, The Hartford School of Insurance

Association Memberships

- Florida Public Human Resources Association
- Society for Human Resource Management

Robin Riley, Team Leader is an accomplished healthcare professional with 25 years of insurance industry experience. During this time, she has specialized with Florida's public entity health and welfare programs for the past 23 years. Her working history includes experience with a national insurance carrier, Account Management for a third-party administrator, and Account Management advancing to an Account Executive then Vice President for a national brokerage firm.

As a Team Leader for Acentria Public Risk, Robin is responsible for the overseeing all aspects of your program. She has a wealth of knowledge and experience with self-funding, level-funding, public entity pooling, carrier relations, onsite health care centers, wellness programs, claim mitigation and plan analysis. Her expertise in compliance issues, state and federal regulations also make her a valuable asset to our team and our clients.

Robin's responsibilities include analysis of benefit plans and claims utilization, identifying client benefit goals and financial objectives, management of various funding arrangements, managing client's formal bid process and evaluation, liaison with carrier relations, presentations to various committees and boards, coordination of open enrollments, health fairs and work in tandem with team on escalated member issues and billing reconciliation.

FOUNDATION RISK PARTNERS
PUBLIC ENTITY SERVICES

Jonathan Jallad



Vice President –Sales Leader

407-775-7350
919 Lake Baldwin Lane, Suite A
Orlando, FL 32814

Work Experience

- Foundation Risk Partners dba Acentria Insurance
  Vice President Sales Leader
  6/1/2021- Present
- LSJ Insurance Agency, Inc. DBA ISU Jallad Insurance Services
  Founder/Owner, Vice President and Sales Producer for Public Entity Insurance
  2/2011-6/2022
- Accredited Surety and Casualty Company, Inc
  Assistant Vice President, Bail Marketing.
  8/2007-12/2010

Education

- Bachelor of Arts, University of Central Florida

Professional Designations

- CLCS – Commercial Lines Coverage Specialist

In Jonathan's current role, he is responsible for the growth and operation of FRP Public Entity Services (Employee Benefits) and Acentria Public Risk (Property, Casualty & Risk Management). In addition to the supervision of sales and service, Jonathan assists with carrier relationships, program development, design and placement stewardship and negotiation to all FRP's public entity clients.

Prior to his role as Vice President, Sales Leader for Acentria Public Risk, Mr. Jallad founded, led, and grew an all-lines general insurance agency, which he sold and merged with Acentria. Within this role he was responsible for all functions of the agency, including but not limited to new sales, agency management, carrier relations, customer experience and acting as resource leader for his colleagues. Jonathan developed and grew the public sector division of the agency to represent cities, schools and special districts located throughout Florida.

His focus was and always will be a client first approach, which was the guiding principle that propelled the growth and ultimate success of the agency. Mr. Jallad still works hand in hand with his public sector clients and looks forward to *serving those that serve others.*

FOUNDATION RISK PARTNERS
PUBLIC ENTITY SERVICES



Daniel Kuperstein, ERISA Attorney
Account Role: Benefit Program Compliance Executive Leadership and Client Support

Our skilled internal compliance staff is under the direction of Dan Kuperstein, an ERISA attorney and expert in Healthcare Reform. He has deep expertise in employee benefits, labor, and employment law. He advises clients and ensures compliance related to, the Affordable Care Act, COBRA, HIPAA, ERISA, GINA, and all other government regulations related to employee benefits. Dan is a frequently published author of articles on regulatory compliance; these articles have been published by Employee Benefit News, Philadelphia Business Journal, Fortune, and several other respected media sources. Years of industry experience: 12+.



Gary Cassidy, Director, Employee Education, Communications and Wellness
Account Role: Employee Education, Communications and Wellness Strategist

Gary Cassidy and our internal creative team of writers and designers generate professional, branded communication materials that support the client and engage/educate employees. He manages our internal, award-winning (APEX, iCOMM, and carrier), communications and graphics staff who possess insurance industry and benefits experience. The creative team works with Account Management to develop and implement education and wellness strategies designed to drive positive changes in plan participant benefits understanding and behavior. Gary is a frequently published author of articles on wellness and disease management. Years of industry experience: 25.



Eileen Scoggins, BenefitsVIP
Account Role: On-site Director of Employee Advocacy Center

As Director of BenefitsVIP, our high-touch, first-to-call employee advocacy and service department, Eileen Scoggins instills a consistent focus on urgent and accurate benefits issue resolution. She manages the New Jersey and Florida BenefitsVIP staff, analyzes call/contact types to identify emerging trends or issues, and employs methods to resolve them. Years of industry experience: 21.



Luray Tobar, Client Solutions Director
Account Role: New Client Service Solution Launch Supervision

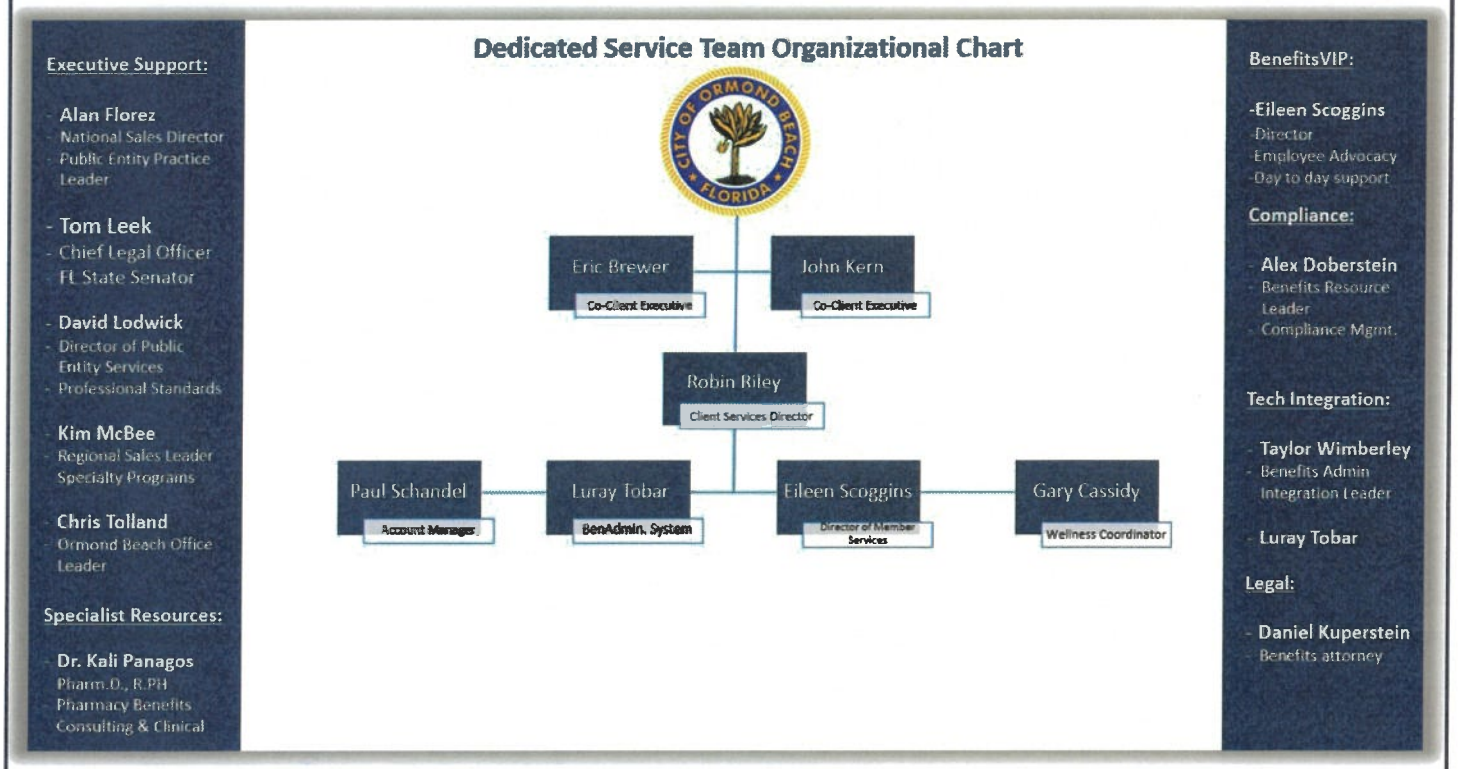
Luray Tobar is the driving force behind new client benefits administration and technology solution service launches. She creates and drives standard processes and coordination of all client solutions-related activities. She oversees the implementation and maintenance of business administration technology and workflow automation. Her team members serve as project managers and facilitators for and between the various internal FRP departments, the client, and third-party vendors. Client solutions manages the complete and timely implementation of the benefit solution, such as BenefitsVIP employee advocacy, COBRA, surveys, total compensation statements, our internal benefits administration technology, as well as fully outsourced benefits administration services. Years of industry experience: 20.

- **Identify years of experience for each team member, as required in the minimum qualifications, listing only those years providing employee benefits broker of record services to municipalities of similar size, in the state of Florida, with a similar scope of service.**

  In addition to the resumes provided on the previous pages, below we have provided the years of experience of each service team member. Minimum of 5 years' experience and an average of over 10 years.

Name:	Account Role:	Experience:
John Kern	Co-Client Executive	25+ Years
Eric Brewer	Co-Client Executive	14+ Years
Paul Schandel	Account Manager	21+ Years
Robin Riley	Client Services Director	25+ Years
Gary Cassidy	Wellness Director	25+ Years
Luray Tobar	Director of BenAdmin	20+ Years
Eileen Scoggins	Director of BenefitsVIP	20+ Years
Dan Kuperstein	Benefits Attorney	12+ Years

- **Provide an organizational chart showing reporting structures for all key staff and dedicated team members.**



Meet your service team:

Name/Title	Phone	Email	Office Location
John Kern Lead Client Executive	Direct (407) 612-6343	John.Kern@foundationrp.com	485 N. Keller Rd., Suite 101 Maitland, FL 32751
Eric Brewer Co-Client Executive	Direct (407) 612-6355	Eric.Brewer@foundationrp.com	485 N. Keller Rd., Suite 101 Maitland, FL 32751
Paul Schandel Director of Account Management	Direct (386) 299-1324	paul.schandel@foundationrp.net	780 W. Granada Blvd Ormond Beach, FL 32174
Robin Riley Director of Client Services	Direct (386) 281-3767	Robin.Riley@Acentria.com	780 W. Granada Blvd Ormond Beach, FL 32174

- **Include three professional references for the individual designated to serve as the city's primary point of contact.**

  Please see references with contact information below.

Client Name	City of Winter Garden
Name of contact	Cheryl Jones
Contact Phone Number	407-656-4111 est. 2291
Contact Email Address	cjones@cwgdn.com

Client Name	City of North Miami
Name of contact	Laura Woodley
Contact Phone Number	305-895-9862
Contact Email Address	lwoodley@northmiamifl.gov

Client Name	City of Miami Beach
Name of contact	Lorena Bravo
Contact Phone Number	305.673.7524
Contact Email Address	LorenaBravo@miamibeachfl.gov

WINTER GARDEN

May 28, 2024

Re: Corporate Synergies Employee Benefits

To Whom It May Concern:

City of Winter Garden

P: 407.656.4111

300 West Plant Street
Winter Garden, FL
34787
wintergarden-fl.gov

I have been requested to write a letter of recommendation for Corporate Synergies. It is my honor to do so. I have had the pleasure of working with professionals from this company for the last twenty (20) years.

Corporate Synergies has exceeded our expectations in many ways. Whether it is taking care of employee claims, explaining EOBs, or answering daily questions that may arise.

If you want a company that becomes an extension of your HR team, to help employees with enrollments, on-site visits and providing great advice on plan design, funding, self-insured or fully funded programs and wellness programs. If you are seeking innovative ways to achieve your employee benefit goals then I suggest you let Corporate Synergies be your partner as they have been our strategic partner for many years.

If you have any questions, please call me at 407.656.4111 ext. 2247 or frank.gilbert@cwgdn.com.

Sincerely,

Frank M. Gilbert

Frank M. Gilbert
Asst. City Manager – Administrative Services

WINTER GARDEN, FLORIDA // A CHARMING LITTLE CITY WITH A JUICY PAST.

NORTH MIAMI
FLORIDA

June 3, 2024

Re: Recommendation Letter

To Whom It May Concern:

This letter serves as an official recommendation for Corporate Synergies. I have had the privilege of working with Eric Brewer and his team for the past two (2) years in his capacity as Vice President, Senior Benefits Consultant. Eric and his team are dedicated, hardworking, knowledgeable, and do an exceptional job as the City of North Miami's "Record of Agent".

It is truly a pleasure to work with consultants that are not only professional but produce positive results. Therefore, I highly recommend Corporate Synergies along with Eric Brewer and Team without any reservations.

Please do not hesitate to contact me if you need any further assistance or have any questions. I can be reached via email at lwoodley@northmiamifl.gov or by phone at (305) 895-9862.

Sincerely,

Lura F. Woodley
Personnel Director

776 NE 125 Street | North Miami | Florida | 33161 305.893.6511

Tab 4

Scope of Services

1. **Conduct an annual bidding process, carrier negotiations, and employee benefit plan selection in coordination with City leadership and established goals and objectives, including providing high quality health care, remaining fiscally responsible, minimizing provider disruption, improving employee health outcomes, and delivering excellent customer service.**

   Our renewal/bidding process begins with a pre-renewal meeting that is 6 months in advance of the renewal. Our in-house underwriters and actuary partners will develop budget and claim projections for the upcoming year. Our team will focus on the following:

   Claim reporting, utilization review, employee survey, benchmarking, the state of the carriers, emerging trends, administrative issues or concerns, future budgetary concerns, the development of the renewal timeline and approach.

   This information will prepare the City in advance of a bid process or warranted vendor change. We will lay out the pros and cons of the process before a final decision is made, plan designs, provider and facility-specific network comparison reports, pharmacy implications, reporting capabilities, service platforms (online and in-person), wellness capabilities, service guarantees and their specific renewal methodologies. Committee members will have the ability to meet with the potential new vendor(s) prior to making a final decision.

   As a hopeful partner with the City, we wish to make it clear that we will work for you, not insurance companies. Our commitment is to, year in and year out, negotiate the optimal carrier contracts available in the marketplace and leverage the breadth and depth of our book of business to do so.

   Our team provides this service through our Tier 1 / Preferred status with most of the major insurers that typically results in a higher level of advocacy from the carrier, including but not limited to:

   - Dedicated service teams providing quick resolutions.
   - Direct access to underwriters and medical directors.
   - Accelerated case implementation.
   - New products roll out.
   - Enhanced claims reporting at no additional cost.
   - Inclusion on the carriers' Advisory Council.

   Market Solicitation and Renewal Negotiation:
   All vendor proposals will be reviewed and evaluated by our team prior to presentation to the County staff. This evaluation and presentation process will be inclusive of the following:

   - Keep the City sunshine & procurement compliant according to FL Statutes 112.08
   - Provide a detailed carrier analysis of their proposed contract, plans, and cost compared to the in-force program.
   - Illustrate the differences to include the advantages and disadvantages.
   - Total program cost details.
   - Employer and employee contribution modeling.

- All proposal details to include caveats and exclusions.
- Network analysis with reports on provider disruption, discounts, to determine viable options for the County.

Once our analysis is complete, we will meet with Human Resources, Budget, and Finance staff as needed to review all options and recommendations. After our presentation, we will begin the best and final negotiation process, secure any missing information and clarifying details prior to making a final recommendation. We will collaborate with the City's staff on the best and final process, then we will provide a formal evaluation and recommendation for presentation to the City for approval.

Renewal Process Schedule		
Work Plan		Time Frame
Establish Objectives	Pre-renewal meeting	180 days prior to renewal
	Develop the renewal strategy with The City's staff/Human Resources	
	Discuss current benefits and carriers	
	Discuss Voluntary Benefits	
Gather Data	Collect information for insurance carrier submissions	150 days prior to renewal
	Analyze employee survey results	
	Prepare RFPs with coordination and approval from HR and Procurement	
Receive Proposals	Procurement post RFP to bid site	120 days prior to renewal
	Receive proposals from insurance carriers responding to the RFP, including current carrie renewal.	
Prepare Marketing Presentation	Prepare marketing presentation and present to the City Manager and HR.	120 days prior to renewal
	The City procurement to request best and final offer from top ranking carriers	
	Present best and final to the City Manager and HRHR Staff	
	Attend the City's Council meeting to present recommendations for approval	
Enrollment Meetings	Coordinate with Human Resources to set up dates, locations and time for open enrollment meetings	90 days prior to renewal
	Create electronic OE Communications and Presentation	
	Provide Human Resources with Open Enrollment Flyers	
	Develop and Deliver Employee Benefit Guides	
	Coordinate and attend all open enrollment meetings	
Manage Eligibility	Submit and confirm eligibility e-files from carriers	60 days prior to renewal
	Dependent Eligibility File Updated	
	Enroll/Communicate changes to COBRA participants	
	Group numbers issued and ID cards ordered	
Finalize & Confirm	ID cards delivered	30 days up to effective date
	Reconcile all carrier invoices	
	Verify accuracy of all policies and contracts	
	Confirm objectives and goals were satisfied	

2. **Compile and present plan utilization data to the city on a quarterly basis with appropriate analysis, recommendations, and forecasting.**

We will **compile and present comprehensive plan utilization data to the City on a quarterly basis,** ensuring transparency and actionable insights. Each report will include:

- **Detailed utilization metrics** (e.g., claims volume, high-cost claimants, ER usage, preventive care engagement)
- **Trend analysis** comparing current and historical data.
- **Cost drivers identification** and plan performance benchmarks.
- **Strategic recommendations** to enhance plan efficiency, employee engagement, and cost containment.
- **Forecasting models** to anticipate future utilization patterns and inform budgeting and plan design decisions.

Our team will review these findings with City representatives each quarter, offering **data-driven guidance** to support ongoing benefits optimization and long-term planning.

Claims Analysis:
When the claim reporting data is available from the carrier, we can drill down and identify hidden cost drivers in health and welfare benefits plans through our claim analyzer tool, Claros Analytics.

Claros Analytics Support uses real-time and historical data. The program articulates how your healthcare plan design, member demographics, claims experience and utilization will impact premium rates by using the City's profile and claims data to credibly project the future. This high-quality analysis allows our evaluation and recommendation proposals to be presented and communicate the information in a clear and concise manner.

We analyze past plan performance and project future costs. We can illustrate your most recent claims experience into an alternative funding model to show "what if we were self-funded?" scenarios. We then provide cost projections and comparisons between funding alternatives.

ABC Company

Health Plan Cost

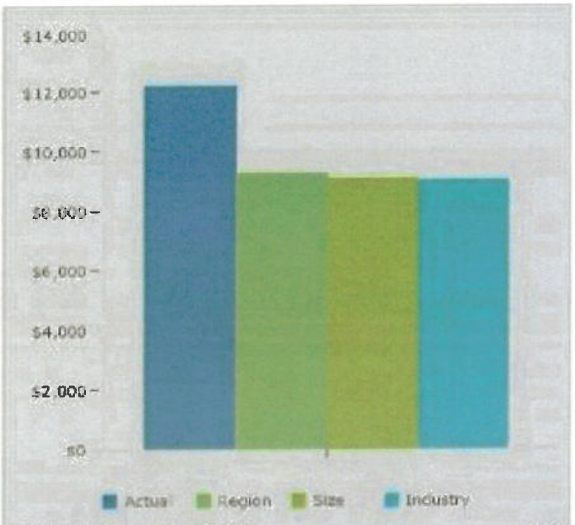
Gauge how your total health plan expense per employee compares to that of other similarly sized employers in your region and industry. Keep in mind:

- Prescription drug and fixed costs shown are based on values provided.
- Claim amounts represent claims paid during the period; they may not reflect all claims incurred over this period.

Region	Midwest
Industry type	Manufacturing

Points to consider:

- Do you employ the most appropriate funding method for your health plan?
- Is there a need to review contribution levels or implement a spousal carve-out?
- What impact do catastrophic claims have on your costs?
- Is there a noticeable return on investment for managed care or other cost containment programs?
- Would potential cost savings be achieved if services, such as utilization review and disease management, were unbundled?



Total number of employees	912
Actual cost per employee	$12,204.99
Total health plan cost	$11,130,947.61
Norm cost per employee (region)	$9,230.54
Norm total cost (region)	$8,418,250.00
Norm cost per employee (employer size)	$9,082.90
Norm total cost (employer size)	$8,283,601.00
Norm cost per employee (industry type)	$9,039.73
Norm total cost (industry type)	$8,244,235.00

Norm source: "Employer Health Benefits Annual Survey", The Henry J. Kaiser Family Foundation and Health Research and Educational Trust

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386970 - January 1, 2018 - December 31, 2018[3]

3. **Leverage relationships with carriers to effectively and satisfactorily resolve member issues; communicating directly with members and carriers throughout process with little assistance from City staff.**

Our Approach to carrier and product selection:
Our consultants have exclusive access to advisory boards of the most dominant carriers in the market. We represent virtually every carrier nationwide and sit on several national advisory boards: Aetna, Cigna, United HealthCare, Hartford, Lincoln Financial, MetLife and Reliance Standard. We have achieved Preferred status with most of the major insurers. Preferred status typically results in a higher level of advocacy from the carrier, including but not limited to:

- Enhanced claims reporting at no additional cost.
- Dedicated service teams.
- Inclusion on the carriers' Advisory Council.
- Accelerated case implementation.
- Direct access to underwriters and medical directors.
- New product roll out.

We maintain direct access to decision-makers within carrier organizations and can leverage when negotiating with carriers on rates, policy terms, plan design, and escalated issues. Our carrier relationships provide us with leading edge concepts such as alternative funding, consumer driven health plans, onsite clinics, offsite clinics, disease management, innovative plan designs and wellness programs.

Foundation Risk Partners has extensive experience in dealing with all types of funding arrangements, including fully insured, minimum premium, self-funded programs, as well as numerous insurance carriers, third party administrators and stop loss providers. Our proprietary Risk Decision Support Tool uses real-time and historical data to help employers make crucial funding decisions. This high-quality analysis allows our evaluation and recommendation proposals to be presented and communicate the information in a clear and concise manner.

Carrier Tier 1 Status and Broker Advisory Boards:
Foundation Risk Partners maintains Tier 1 status with all major carriers. The criteria and benefits differ depending on the carrier; however, this normally means that Foundation Risk Partners and our clients receive a higher level of advocacy from the carrier, including but not limited to enhanced claims reporting at no additional cost, dedicated service teams, inclusion on the carriers' Advisory Council, accelerated case implementation and direct access to underwriters and medical directors. We maintain direct access to decision-makers within carrier organizations. We leverage this industry clout when negotiating with carriers on rates, policy terms and plan design.

We maintain relationships with and have access to the C-suite and executive management of all major national and regional carriers. Several members of our staff serve on the Broker Advisory Boards of national insurers, including those on the following page:

Preferred Carrier Partners		
Florida's Largest Carriers	**Broker Status Tier**	**Broker Advisory Board Member**
Aetna	Platinum (Top)	Yes
Cigna	Platinum (Top)	Yes
Florida Blue	Diamond (Top)	Not Available
Hartford	Preferred	Yes
Humana	Top	Yes
Lincoln Financial	Preferred	Yes
MetLife	Preferred	Yes
Reliance Standard	Preferred	Yes
United Concorida	Preferred	Yes
United HealthCare	Platinum (Top)	Yes

Ancillary / Supplemental Carrier Partners			
Aetna Ancillary	Advantica	Aflac	AllState
Ameritas	Cincinnati Life	Colonial	Delta Dental
EyeMed	Florida Combined Life	Guardian	Hartford
Humana Ancillary	Lincoln	Minnesota Life	Mutual of Omaha
OneAmerica	Principal	Renaissance	Simple Dental
Solstice	Sun Life	The Standard	TransAmerica
United Healthcare Ancillary	United Security	Unum	VSP

4. **Handle all claim inquiries, billing issues, complaints, and all other benefit related issues on behalf of the city with a high level of customer service and efficiency. Identify dedicated staff, with sufficient experience and knowledge, responsible for resolving both routine and complex issues on a daily basis.**

Employee Advocacy:
Through personal and ongoing contact with the City and your employees, our in-house advocacy unit (BenefitsVIP) will identify, track and report benefit inquiries, activities, and issues. We compile this information in a BenefitsVIP Analysis Report, which provides valuable data on emerging service trends, benchmarking, HR/employee usage, productivity savings calculations, and average resolution time. BenefitsVIP advocates stay involved in a claims issue from the first call from an employee through the resolution of the case. As they interact with your employees, they will collect data on these interactions, which are then utilized by Account Management and our benefits consultants to fine-tune benefit programs. An example: if multiple employees report that they don't understand how to use a specific aspect of their plans, this may indicate a need for a targeted education campaign.

The call monitoring system, call tracking and resolution procedures used by your firm.
The team lead is responsible for daily review of open cases. An automated system notifies team leads and the BenefitsVIP director if a case is open longer than expected using type of case as the determining factor. BenefitsVIP representatives handle their case communication whether requesting additional information or providing resolution.

Unlike typical call centers that are measured by average handle times (which translates into moving the employee off the phone call as quickly as possible) the measurement of the BenefitsVIP support center's success is the employee's peace of mind. One of the many attributes of BenefitsVIP is its ability to increase employee satisfaction with their benefits plans. Rather than our advocates being measured by average handle time, they are measured on the timeliness of resolutions, the percentage of resolutions we were able to provide on the first call, along with the percentage of resolutions provided within 24 hours.

Our company-wide average is 91% of calls are resolved within 24 hours with 80% being resolved on the first contact we have with an employee. As an extension of our clients HR team, this ensures a positive and best in class level of support when we interact with our clients' employees.

How is employee satisfaction assessed?
We monitor BenefitsVIP via our quality assurance program to ensure that our advocates are providing good service and accurate information. We can also design a custom survey for your BenefitsVIP team to use to determine satisfaction among your plan participants.

BenefitsVIP
Help starts here.

BenefitsVIP is NOT a Call Center...but rather a **one stop** first-party administrative and advocacy support team providing response and resolution for employees and their dependents.

Your BenefitsVIP team is an extension of your organization and available to employees/dependents in a variety of ways, making it a simple and seamless engagement. **Our team handles ALL your benefits with 1 number to call, no matter the carrier.**

Phone (Vanity Line)
Offered so that your advocacy team is identified in a branded way consistent with other services

Email
Inquiries activated from multiple points available to co-workers such as websites and portals

Fax
Inquiries can be sent via a dedicated line to your BenefitsVIP team

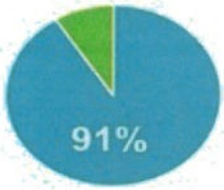


Key Responsibilities

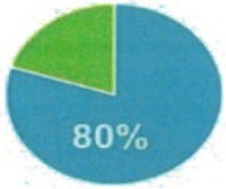
- Respond to Inquiries/Resolve Claims
- Plan Utilization & Trend Reporting
- Research Care Providers/Facilities
- Precertification for procedures/Rx
- Healthcare Coaching
- Verify Dependent Status
- Enrollment Support

Operational Points

- Average 22 Years Industry Experience
- Direct Access to Carriers, Providers & Tools
- Flexible Access to Advocates
- Multi-Lingual
- National Time Zone Coverage
- Counseling Approach



Percent of issues resolved within 24 hours.



Percent of issues resolved in first call.



Average number of seconds to answer call.

BenefitsVIP
Help starts here.

Reporting Examples

BenefitsVIP utilizes people and advanced technology to **identify, track,** and **report** issues and member actions/behaviors/satisfaction on an ongoing basis. This allows the customer service and experience of your employees to be **measured** and in cases, shows us where to improve. **Lastly, the reports serve as stewardship reports for audits/compliance with our scope of services.**

Reports identify:

- Detailed Utilization Information
- Emerging Service Trends
- Average Resolution Time
- HR/Employee Usage
- Productivity Savings Calculations
- Opportunities (e.g. Employee Education)

Upon closing all cases, we can survey co-workers regarding their satisfaction with:

- The outcome of the case
- How BenefitsVIP managed the case



**BenefitsVIP team members are employees of Foundation Risk Partners, located in the US, with avg experience of 20 years.*

Test Client

January 2023 through December 2023

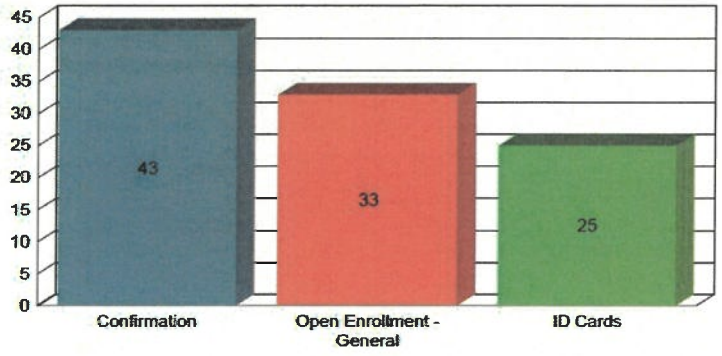
BenefitsVIP
Help starts here.

Executive Summary

Below is a quick snapshot of the total case review and top three service types for this reporting period.

Total Case Review

Total number of employees	2,650
Total cases	282
Average resolution time (in days)	0.87
Employer hours saved	36.32
Employee hours saved	333.43
Total Hours saved	369.75



Test Client

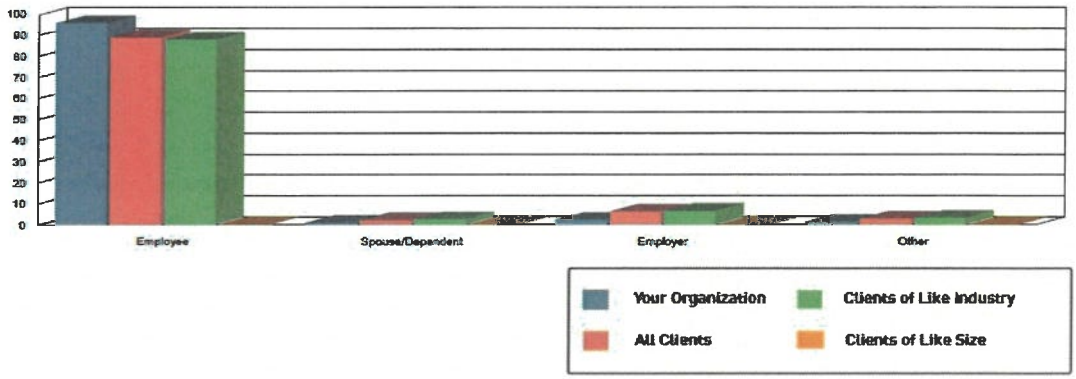
January 2023 through December 2023

BenefitsVIP
Help starts here.

Who's asking?

Listed below are who contacts your BenefitsVIP® team compared to all Corporate Synergies clients, clients of like industry and clients of like size.

Inquirer	Number of Cases	Your Organization	All Clients	Clients Of Like Industry	Clients Of Like Size
Employee	271	96.1%	89.3%	88.2%	0.0%
Spouse/Dependent	2	0.7%	2.0%	2.4%	0.0%
Employer	6	2.1%	6.1%	6.4%	0.0%
Other	3	1.2%	2.7%	3.1%	0.0%
Total:	282				



Test Client

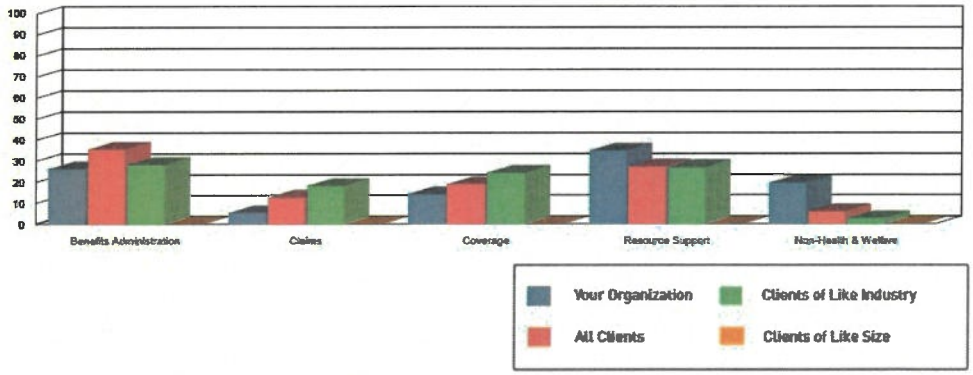
January 2023 through December 2023

BenefitsVIP
Help starts here.

For what are we being contacted?

The data below reflects the types of cases being handled for your organization compared to all Corporate Synergies clients, clients of like industry and clients of like size.

Case Type	Number Of Cases	Your Organization	All Clients	Clients Of Like Industry	Clients Of Like Size
Benefits Administration	74	26.2%	35.4%	28.2%	0.0%
Claims	15	5.3%	12.6%	18.1%	0.0%
Coverage	40	14.2%	18.9%	24.3%	0.0%
Resource Support	98	34.8%	27.2%	26.9%	0.0%
Non-Health & Welfare	55	19.5%	5.9%	2.5%	0.0%
Total:	282				



Test Client

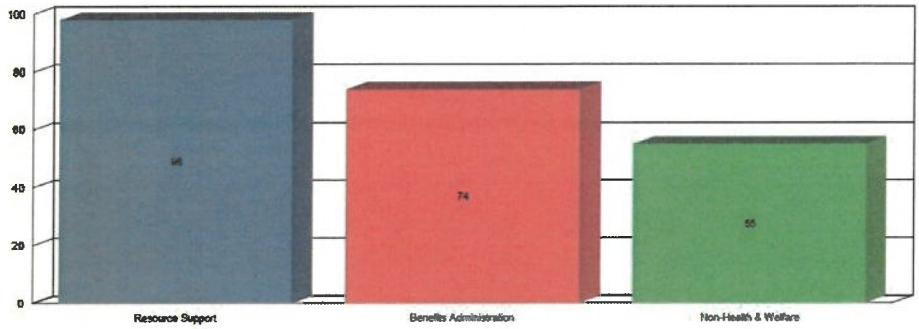
January 2023 through December 2023

BenefitsVIP
Help starts here.

Pareto Analysis:

Also referred to as the 80/20 ratio or the Pareto Principle which states that 80% of the volume (cases) comes from 20% of the causes. A Pareto Analysis helps us to quickly identify the "vital few" that we should focus on, as opposed to the "interesting many."

Case Task	Number Of Cases	Pareto
Resource Support	98	35.0%
Benefits Administration	74	61.0%
Non-Health & Welfare	55	80.0%



5. **Assign a primary contact who will be reasonably available for meetings and calls, present at City Commission meetings and workshops as needed, and responsive to inquiries the same day, including holidays and weekends.**

   John Kern will serve as the City's primary point of contact. John, who currently handles public and private sector benefit plans, understands the unique needs associated with this type of organization. He will bring a strong understanding of the factors required to help the City contain cost, remain compliant and drive administrative efficiencies for your staff. With budget being paramount in all public sector organizations, John specializes in long-term strategies to mitigate cost while minimizing the amount of change experienced by employees. He has also deployed robust wellness programs to help mitigate common cost drivers associated with large public entities.

   Please see our service team resumes on pages 34-39 for additional information.

6. **Coordinate all aspects of the City's annual personal health assessment and health fair for employees to include testing (including weight, BMI, blood pressure, cholesterol, and various other biometric and lifestyle risk factors), producing individual and group reports and analysis, individual employee coaching services, and representation from other benefit programs and educational resources.**

   Our team brings comprehensive experience in planning and executing health fairs and biometric screening events tailored to the needs of municipal employers. We will coordinate all aspects of the City's annual personal health assessment and health fair, ensuring a seamless, engaging, and impactful experience for employees.

   Event Planning & Logistics:
   We will serve as the single point of contact for all logistics, including scheduling, venue coordination, vendor management, and employee communications. Our project management approach ensures timely planning, effective promotion, and smooth event execution.

   Screenings and Assessments:
   We partner with reputable health screening vendors to provide comprehensive testing services, including:

   - Weight and BMI
   - Blood pressure
   - Total cholesterol and lipid panels
   - Glucose levels
   - Lifestyle risk assessments (e.g., nutrition, physical activity, stress)

   All screening vendors are vetted for HIPAA compliance, clinical quality, and data security.

   Reporting & Analytics:
   During or following the event, individual confidential reports are delivered directly to employees. We also compile aggregate group reporting for the City, offering insights into population health trends, risk stratification, and opportunities for targeted wellness initiatives. These reports are designed to support your health strategy, measure program impact, and inform future planning.

Coaching & Follow-Up:
Employees identified with elevated risk factors will be offered access to one-on-one health coaching sessions (in-person, virtual, or telephonic). Our coaching partners are certified health professionals who provide personalized guidance on behavior change, chronic condition management, and overall wellness.

Integration with Other Benefits & Educational Resources:
The health fair also includes on-site (or virtual) representation from your other benefit providers, such as:

- Medical, dental, and vision carriers
- EAP providers
- Retirement plan representatives
- Voluntary benefit vendors

Additionally, we coordinate educational sessions and distribute materials on preventive care, mental health, financial wellness, and more ensuring a holistic approach to employee well-being.

Employee Engagement & Communications:
We provide end-to-end support in developing promotional materials and registration tools to maximize participation. This includes email campaigns, flyers, and digital sign-ups, with messaging tailored to different employee demographics and work settings.

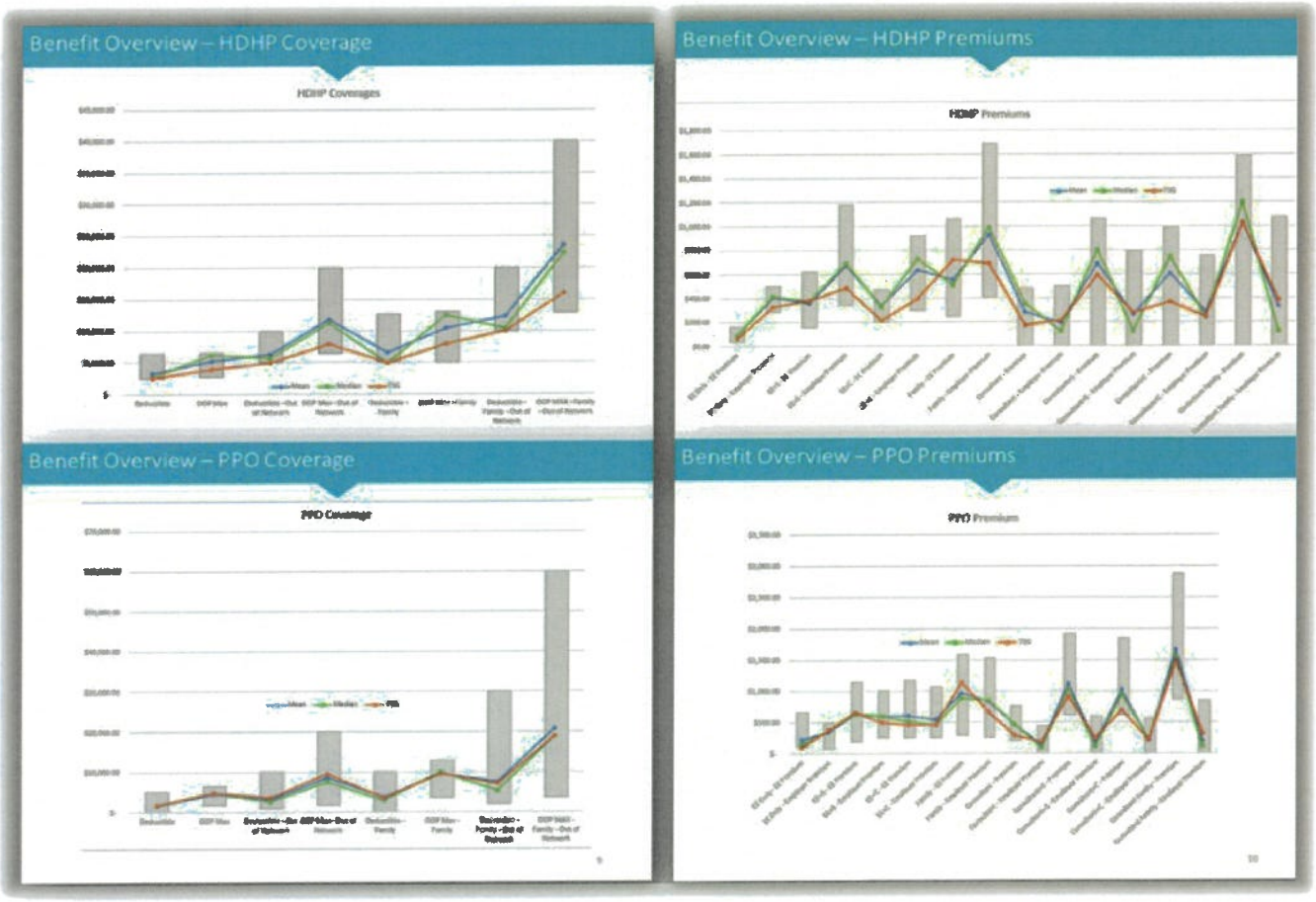
Commitment to Results:
Our goal is to not only deliver a successful event but to use it as a strategic tool to improve employee health outcomes, enhance engagement, and reduce long-term benefit costs.

7. **Collect and provide employee benefit coverage and cost benchmarking data relative to other municipalities in the area.**

Benchmarking: We benchmark programs to compare how the City's current plan compares to other employer-sponsored government plans in the State and geographical area. This is completed as requested and with our renewal proposal.

We assess your plan designs, identify trends, and monitor plan utilization patterns for opportunities to adjust plan design or to educate consumer behavior. Each of these factors is measured against a national database so we can compare the City's factors against comparable municipalities.

We utilize our multi-sourced normative benchmarking database that consists of 50,000 unique employer groups. In addition, we use our benchmarking data for opportunities to educate employee consumerism.



Survey Methodology: We utilize proven survey methodologies to ensure data accuracy, consistency, and integrity. These surveys include detailed questionnaires and structured interviews with key industry participants, ensuring that all information gathered is statistically sound and reflective of market trends. Our data validation process involves rigorous checks to maintain the reliability of results.

8. Provide information on health care trends and updates on relevant regulatory changes to ensure compliance.

Our compliance team consistently monitors regulations and guidance related to Federal/State/local laws and provides strategies to mitigate the employer's risk. Our benefit compliance services include continuous monitoring and information sharing regarding laws, regulations and guidance that impact multi-state employers. Monitoring includes but is not limited to the Affordable Care Act (ACA), COBRA, HIPAA, ERISA, USERRA, cafeteria plans, flexible spending accounts, Section 105 medical expense reimbursement programs, Form 5500 annual reporting requirements, etc. This information is distributed through our eAlert program.

We communicate relevant changes through our detailed eAlerts, which we deliver to clients following a government announcement. We also discuss developments in our client-facing webinars, which occur at least quarterly, postings to our HAWC Forum, and in our Compliance MINUTE video series on corpsyn.com. Our compliance team also publishes an annual Compliance Calendar and Compliance Checklist. We host a LinkedIn group, Health & Welfare Compliance Forum (HAWC), with postings on employee benefits compliance, Healthcare Reform alerts, updates, and industry news.



COMPLIANCE ALERT

FOUNDATION

Making Sense of the End-of-Year Benefits Legislation

January 6, 2025

Action Required:

Ensure your HDHP does not include first-dollar telehealth coverage.

Change distribution policies to align with the new PBRA rules, including Forms 1095-B/-C to employees when requested.

Align ACA information reporting & ESR policies to the new ERIA rules.

Decide if you will send out fixed indemnity notices to employees, which are no longer required.

As we neared the end of 2024, Congress introduced, finalized and then rescinded a plethora of new bills with new benefits rules, but not all were signed into law. The two main areas of benefits rules impacted were the Affordable Care Act (ACA) information reporting rules and rules that were expected to extend COVID-era telehealth relief applicable to high deductible health plans (HDHPs). Additionally, while not a legislative change, a federal court in Texas has struck down the requirement to provide a required notice about fixed indemnity coverage. This e-Alert aims to sort out the confusion from these end-of-the year rule changes in order to help employers and plan sponsors understand how these areas of benefits regulation will operate in 2025.

Telehealth Relief for HDHPs Ends

Beginning January 1, 2025, HDHPs will no longer be allowed to offer first-dollar coverage of telehealth services while maintaining their participants' health savings account (HSA) eligibility. As background, Congress passed the CARES Act in March of 2020 during the COVID-19 pandemic, part of which allowed HDHPs to cover 100% of the cost of telehealth services without application of the deductible (first-dollar coverage) and while still permitting the HDHP's participants to remain eligible for their HSAs. The CARES Act allowed this first-dollar coverage through the end of 2021, which was then renewed in April of 2022 through the Consolidated Appropriations Act of 2022, and was then renewed again with another extension through the Consolidated Appropriations Act of 2023 until January 1st of 2025.

While it was anticipated that Congress would act to extend the relief for another two years as a part of the funding bill to prevent the government shutdown (as discussed in our recent E-Alert here), the relief did not make it into the final funding bill that was passed and signed into law by President Biden. Since this telehealth relief was not extended, HDHPs must now charge the fair market value for the telehealth services provided beginning January 1, 2025.

ACA Changes

On December 23, 2024, President Biden signed two bills into law overhauling the current process for ACA information reporting and related Employer Shared Responsibility (ESR) requirements: H.R. 3797, the Paperwork

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Page 1 of 3

COMPLIANCE ALERT

FOUNDATION

...tection Act (PBRA), and H.R. 3801, the Employer Reporting Improvement Act (ERIA). Both of these new ...mation changes to ACA information reporting and ESR standards that ease these requirements on ...and plan sponsors.

...s this Development Change the Law?

...ground, there are requirements in place under the ACA for reporting information about employer-sponsored ...surance coverage on Forms 1094 and 1095 (the "Forms"), including about whether the coverage is ...and meets the standards of minimum essential coverage (MEC) and minimum value (MV).

...these new laws, employers with more than 50 full-time employees, including full-time equivalents, were ...to provide paper copies of the Forms 1095-B/1095-C to all full-time employees.

...ule Changes:

...now allows employers to provide copies of the Forms 1095-B/1095-C only to employees who request it. ...ted by an employee, the applicable Form must be provided by the later of January 31 or 30 days after the ...the request. However, there is one important requirement that must be satisfied first—in order for ...rs and sponsors to take advantage of this rule change, they must first provide a notice to employees that ...about their right to ask for a Form.

...expect more guidance on the requirements for the form and content of these notices, for now, a good ...to provide such notices will likely be ACA-compliant. The development is much welcomed by employers ...sponsors and has the potential for considerable savings in distribution costs.

...e Changes:

...current rules, employers are required to use the employee's Tax Identification Number (TIN) in these ...ost commonly the employee's social security number. The ERIA allows the employer to use an employee's ...lieu of their TIN when the TIN is not available.

...ly, the ERIA codifies the IRS' current practice of allowing employers to offer the Forms 1095-B and 1095-...iduals electronically if an individual affirmatively consented to receive forms electronically at any prior ...ver, an individual may revoke such prior consent in writing.

...also implements a six-year statute of limitations that applies to collecting ESR penalty assessments. ...y, the IRS had stated that no statute of limitations applied to collecting ACA ESR penalties. Now, the ERIA ...that the six-year period for this statute of limitations will begin to run on the later of the due date for filing ...ate ACA information reporting Form or the actual date that the applicable ACA Form was filed.

...der current rules, if an employer receives an ESR penalty assessment from the IRS (an IRS Letter 226J) ...back of MEC being offered to at least 95% of full-time employees and their dependent children, or due to ...age not being considered MV or affordable, employers must respond to the penalty assessment letter ...days. The ERIA provides a longer response time of 90 days to such an ESR penalty assessment letter. The ...of time for response to ESR penalty letters should alleviate the need for an extension request, which is ...a common practice.

This communication is in no way intended to substitute for legal advice. Please contact your attorney for advice about any legal issues.
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Page 2 of 3

9. **Provide Consolidated Omnibus Budget Reconciliation Act (COBRA) administrative services in compliance with federal and state regulations, at no additional cost to the city.**

   Our firm provides COBRA administration services that integrate with other systems and workflow processes, including:

   - Implementation of COBRA services
   - Evaluation of current procedures and recommendation of improvements
   - Notification of transition to existing participants
   - Monthly premium billing and collection of monies
   - Dissemination and tracking of COBRA qualifying event notices
   - Eligibility (adds, terms and changes) forwarded to carriers/TPAs
   - Advanced reporting available through a comprehensive employer website

   We deliver COBRA services through our long-term strategic partner and industry best-of-breed third-party administrators. Among them: Medcom, PlanSource, Infinisource, WageWorks and Discovery.

10. **Provide professional advice and guidance to ensure continued compliance with the Affordable Care Act (ACA), Health Insurance Portability and Accountability Act (HIPPA), Internal Revenue Service (IRS), and other state and federally mandated benefits and regulations.**

    Federal and State regulatory compliance is a core competency. Our full service, comprehensive benefits compliance services are provided through our internal Compliance Department under the direction of our head Benefits Attorney, Daniel Kuperstein. Our engagement for the City will begin with a thorough compliance assessment audit and continue for 52 weeks a year.

    We will leverage our systematic monitoring and information-sharing platform to educate and inform the City on all Federal and State laws, regulations, and guidance that impact your health and welfare plans.

    Monitoring by our internal compliance experts includes but is not limited to the Affordable Care Act, COBRA, HIPAA, ERISA, USERRA, cafeteria plans, flexible spending accounts, Section 105 medical expense reimbursement programs, Form 5500 annual reporting requirements, etc. Our comprehensive suite of compliance services features:

    - **Onsite Compliance Assessment/Audit**: A thorough review of the client's current compliance initiatives and a complete report, recommendations, and Service Plan for remediation of all deficiencies and ongoing best practices.
    - **Regulatory eAlert Bulletin Services**: The latest information on regulatory changes.
    - **Webinars**: Information-sharing and expert analysis on a variety of topics.
    - **In-House Compliance Expertise**: Information-sharing and guidance on all health and welfare compliance topics:
      - **Compliance assessments:** Review plans, policies, procedures, and filings for compliance with federal, state, and local laws and regulations.

- **ERISA plan document/SPD amendment**: Draft and amend plan documents and summary plan descriptions.
- **Filing and reporting assistance**: Assist with IRS Form 5500 filings, ACA Information reporting and the delinquent filer Voluntary Compliance program.
- **Healthcare Reform guidance**: Proactive consultation by experts in the ACA and other related laws and regulations.
- **HIPAA training**: Educating privacy officers and PHI handlers on how to protect sensitive employee information and to abide by notification requirements.
- **COBRA compliance review**: Procedure evaluation, premium billing, qualifying events tracking, eligibility, reporting, training and more.
- **Nondiscrimination consulting**: Plan review to determine equal treatment of employees regarding eligibility, contributions, and benefit offerings.
- **Wellness plan review**: Ensure compliance with ACA, HIPAA, GINA, ADA and other laws and regulations.
- **Miscellaneous consultation:** Analysis of regulations specific to COVID-19 (FFCRA), Analysis of USERRA, GINA, cafeteria plans, Section 125, Consumer-Driven Health Plans and more.

Thought Leadership Events - Dan Kuperstein:
We are recognized by SHRM to offer Professional Development Credits (PDCs) for SHRM-CP or SHRM-SCP. Our forums and webinars have also met the HR Certification Institute's criteria to be pre-approved for recertification credit. Our webinars and forums are valid for at least one PDC for SHRM-CP or SHRM-SCP and HRCI credit. ERISA attorney Dan Kuperstein and other internal subject matter experts host quarterly hour-long, deep-dive webinars on a variety of topics.

Our Account Management team regularly researches the industry for methods to improve plan design, employee engagement, wellness strategies, etc., and communicates this information to clients. The City will have a dedicated compliance consultant and have direct access to our full compliance staff via phone or email as part of our concierge approach to client service and peace of mind.

The City is also supported by an actuarial team, in-house underwriters, and other compliance subject matter experts. The healthcare arena is an ever-evolving landscape, and we support our clients as new requirements emerge. For requirements such as the PCORI fee, we will send out an annual notification to remind the City of the annual deadline. We will also provide calculations using the approved methodologies to determine which approach is the best financial option for the City.

Our staff regularly attend national and regional conferences, forums and symposiums sponsored by industry and trade associations, including the National Business Group on Health. We also leverage memberships in the following groups to gain insights into benefits and health and wellness innovations:

Our firm coordinates with the Council of Insurance Agents & Brokers (CIAB), National Business Group on Health (NBGH), National Association of Health Underwriters (NAHU) and other industry associations. These groups provide client-facing and internal trainings on significant regulatory developments.

Our executives have participated in CIAB's Legislative and Working Group Summit to lobby U.S. senators and representatives on benefit issues that are of critical importance to our employers. The Summit brings together Congress and voting partners to listen to the broker community who relays critical benefit issues and challenges experienced by their clients.

Our compliance consultants routinely communicate breaking news that we learn from participation in the Legislative Working Group for the Council of Insurance Agents and Brokers (CIAB) in Washington, D.C. We also monitor legislative sources, including subscription news services through Thomson Reuters Checkpoint and BNA, as well as through the government agencies. We discuss legislative and regulatory developments in our detailed eAlerts, which we deliver to clients following a government announcement.

COMPLIANCE OVERVIEW



Medicare Part D: Disclosure Notice to CMS

Employers with health plans that provide prescription drug coverage to individuals who are eligible for Medicare Part D are subject to certain disclosure requirements. One of these requirements provides that plan sponsors must disclose to the Centers for Medicare and Medicaid Services (CMS) on an annual basis and at other select times, whether the plan's prescription drug coverage is creditable or non-creditable.

This disclosure is required regardless of whether the health plan's coverage is primary or secondary to Medicare. Plan sponsors are required to use the online form on the CMS Creditable Coverage webpage to make this disclosure.

The plan sponsor must complete the online disclosure within 60 days after the beginning of the plan year. For calendar year health plans, the deadline for the annual online disclosure is March 1 (Feb. 29 for leap years).

LINKS AND RESOURCES

Employers that are required to report to CMS should work with their advisors to determine whether their prescription drug coverage is creditable or non-creditable.

For more information, employers should also visit CMS' Creditable Coverage webpage, which includes links to the online disclosure form and related instructions.

Annual Disclosure

- Each year, employers with health plans that provide prescription drug coverage to Medicare-eligible individuals must disclose to CMS whether that coverage is creditable or non-creditable.
- The annual disclosure must be provided within 60 days after the start of the plan year.

Creditable Coverage

- A group health plan's prescription drug coverage is considered creditable if it is at least as generous as Medicare Part D prescription drug coverage.
- There are two permissible methods to determine whether coverage is creditable—a simplified determination method and an actuarial determination method.

11. Continue existing coverage and strategic initiatives with current provider network and level of benefits to avoid disruption in employee healthcare treatments, to the extent possible under financial and regulatory constraints. Provide cost and disruption analysis for any proposed renewal plan change.

FRP is committed to supporting a seamless continuation of your existing employee healthcare coverage, provider network, and strategic benefit initiatives to minimize disruption and preserve the quality of care currently in place with FHCP. Our approach emphasizes stability for employees while aligning with the municipality's financial goals and regulatory requirements.

Continuation of Existing Coverage and Strategic Initiatives:
We recognize the importance of maintaining:

- **The current provider network**, to ensure employees can continue care with their existing physicians and specialists.
- **Active strategic programs**, such as the use of no-cost or low-cost clinics, wellness incentive structures, and preferred prescription drug programs that are already in place and yielding positive results.
- **Established benefit levels**, including deductibles, coinsurance, and out-of-pocket maximums, to avoid confusion and ensure predictability for employees and their families.

To the extent possible, and within available budget parameters, FRP will:

- Conduct a full **renewal analysis** with current carriers and networks to preserve plan design and provider access.
- Collaborate with your HR and finance teams to prioritize **low-disruption solutions**.
- Facilitate employee communication and education to reinforce continuity of care.

Cost and Disruption Analysis for Any Proposed Renewal Plan Changes:
If any changes to the current plan design, carrier, or network are necessary due to financial or regulatory shifts, we will provide a thorough **Cost and Disruption Analysis** that includes:

- **Cost Impact Analysis**:
  - A side-by-side comparison of the **current plan vs. proposed plan** (including premiums, claims projections, employer and employee cost share).
  - Long-term projections showing **5-year trend impact**, including savings from strategic initiatives (e.g., clinic utilization, wellness engagement, PBM carve-outs).
  - Identification of areas where cost shifts can occur without negatively impacting employee care quality.
- **Disruption Analysis**:
  - **Provider disruption reports** to identify any in-network to out-of-network transitions, including primary care providers, specialists, and key facilities.

- **Pharmacy disruption analysis**, showing any formulary changes or availability issues with maintenance or specialty medications.
- Member-level impact data detailing how many employees (and dependents, if applicable) could be affected by any change in network or benefits.

- **Mitigation Strategy**:
  - Tailored **transition of care programs** for members undergoing ongoing treatment.
  - Clear **communication materials and support tools** (FAQs, hotlines, comparison charts) to reduce confusion and anxiety during the transition.
  - Strategic use of **clinic services and telehealth**, when applicable, to offset care gaps and reduce costs.

FRP's renewal and transition strategy prioritizes minimizing disruption, preserving care continuity, and maintaining employee satisfaction. We do not recommend changes that would materially affect employees' ability to access needed care without conducting a full impact assessment and providing clear, actionable mitigation solutions.

We look forward to reviewing your current plan data and developing a renewal roadmap that honors the strategic progress already made while seeking continued savings and improvements.

12. Design customized wellness incentives based on claims utilization data and best practices, and provide follow up metrics, analysis, and recommendations to encourage positive health outcomes.

Our team will work with your health insurance provider and staff to develop and facilitate wellness strategies. We use our health plan analysis that is a core competency for our organization and the foundation for gaining a deeper understanding of our clients' benefit programs.

Our wellness strategies are designed using a comprehensive set of data sources on health plan costs and utilization, as well as complying with Federal and State mandates.

- Negotiate with your health insurance carrier wellness dollars to financially support your health fair, biometric screening event and activities.
- Wellness Committee – At the City's discretion, our team can set up, manage, and attend all wellness committee meetings to share and implement ideas and structure.
- Set up and manage a timeline for all activities, with the City's Wellness committee input.
- We are prepared to assist/manage a biometric screening/health fair event that includes Health Risk Assessments, employee's wellness education and local wellness vendor participation.
- Include wellness incentives for participation.
- Strive for 50% or better participation.
- Review reporting from Health Risk Assessments and claim reporting to analyze top conditions.
- Review EAP utilization and educate employees on using the program.

- Develop and manage custom wellness activities with a focus on the City's Health Risk Assessment reporting throughout the year, such as: walking challenges, weight loss, lunch n' learns, financial fitness campaigns, health workplace initiatives, and promote the City's EAP program.
- Will design and conduct customized assessments and/or employee surveys.

Gary Cassidy, Director of Wellness and Employee Education & Communication leads our wellness division. He will collaborate with the City to develop and implement education and wellness strategies designed to drive positive changes in plan participant benefits understanding and behavior.

Throughout the year, our wellness and account management team will collaborate with the City and the insurance carrier's wellness program to organize seminars and wellness programs centered around the overall health and wellbeing of your employees. Utilizing the wellness funds negotiated into your health insurance contract, we will coordinate with local health, nutrition and preemptive care vendors that will help reinforce the City's overall commitment to wellness.

13. **Conduct all aspects of annual open enrollment, to include collating employee benefit enrollment packages, conducting in-person presentations for staff, and processing individual enrollments at various city facilities for a period of two weeks each year.**

Open Enrollment Coordination:
We will work with Human Resources and Finance departments to schedule open enrollment and other employee education meetings in a required group format supported/required by City leadership onsite, virtually, or both. Our team will assist in the development and modification of open enrollment materials. During open enrollment, we provide daily reports on enrollment status to help identify employees who have either completed or not completed their enrollments. We can also arrange health fairs or other special events. We provide posters, email communications and/or flyers to promote attendance to scheduled meetings to boost attendance.

Open Enrollment Facilitation:
We create and facilitate open enrollment communications that include on-site and pre-recorded presentations, PowerPoint presentations, webinars, virtual presentations, and supporting printed and online materials. Foundation Risk Partners creates related contracts and/or amendments and assists in the development and modification of open enrollment materials.

*Our optional technology empowers plan participants to properly enroll in and use their benefits. This technology modernizes administration and facilitates participant self-service and communications processes. Our technology employs artificial intelligence designed to help participants with decision-making. Features include paycheck modeling and decision support tools. This best-in-class solution streamlines and automates enrollment and eligibility systems, connects you with your participants, and helps them manage their benefits.

The system eases benefit demands on HR staff. For example, it will notify your participants when they need to enroll and indicate how many days, they have remaining to complete an open enrollment or a new hire enrollment process. The notification tool will help your HR department eliminate manual tracking and communication of benefit eligibility and enrollment windows. Notification can be a scheduled process and requires no action from an HR administrator.

Post-Enrollment Support:
We supervise the following post-enrollment tasks:

- Carrier/vendor deliverables.
- Generation of identification cards.
- Delivery of benefit summaries (reviewed to ensure accuracy).
- Delivery of contracts, amendments, and summary plan descriptions (also reviewed for accuracy).

Approximately one month after open enrollment, we conduct a post-renewal meeting. We review the financial results of the open enrollment, changes in plan enrollment, and the processes of enrollment while looking for areas of improvement. During this meeting we set the agenda for other priorities. We provide a migration report and summary, finalize contributions/cost-share based on final enrollment, and establish an actual-to-expected report once contributions and cost share are determined based on new enrollments.

14. **Provide and manage employee benefits enrollment platform and HSA/FSA banking relationship to facilitate benefits administration efforts, at no cost to the city and preferably utilizing current vendors to avoid disruption.**

We affirm that we will meet this requirement.

Our firm is committed to delivering streamlined, cost-effective solutions that enhance the City's benefits administration without adding financial or operational burden. We will provide and manage an intuitive, full-service **employee benefits enrollment platform** and oversee the **HSA/FSA banking relationship**—all at **no cost to the City**.

Benefits Enrollment Platform:
We offer access to a user-friendly, web-based benefits administration platform that supports:

- Annual open enrollment
- New hire onboarding
- Qualifying life event changes
- Real-time plan comparisons
- Cost calculators and decision-support tools

The system is mobile-accessible, integrates with most payroll platforms, and includes employee self-service capabilities to reduce administrative workload.

Current Vendor Integration & Minimal Disruption:
We understand the importance of continuity and are committed to **leveraging your existing vendors whenever possible** to avoid unnecessary disruption. Our team will:

- Integrate current medical, dental, vision, and voluntary benefit carriers into the platform.
- Coordinate directly with existing HSA/FSA vendors to ensure seamless data exchange and participant access.
- Perform thorough testing and validation to ensure accuracy and efficiency.

If enhancements or replacements are needed, we will present those options transparently, always prioritizing the City's operational stability and employee experience.

HSA/FSA Banking Relationship Management:
Our role includes overseeing the administration and servicing of HSA and FSA plans, including:

- Supporting account setup and enrollment.
- Ensuring compliance with IRS regulations.
- Facilitating employee education and communication.
- Coordinating with existing or preferred banking partners for smooth fund access and account management.

If the City currently partners with a preferred HSA/FSA vendor, we will maintain that relationship and handle all necessary coordination and support. If no vendor is designated, we can recommend proven providers with robust platforms and competitive fee structures.

Ongoing Support & Compliance:
Our team will provide continuous support to City staff and employees, including:

- Real-time technical support and troubleshooting.
- Timely updates on IRS contribution limits and regulatory changes.
- Customized training sessions and communications for HR and employees.

By managing these systems and maximizing the use of **existing relationships and infrastructure**, we ensure a smooth, efficient, and employee-friendly benefits experience. We are committed to minimizing disruption while enhancing your benefits administration capabilities.

15. Create electronic and printable annual benefit summaries utilizing the city's current design standards, as well as other documents as requested.

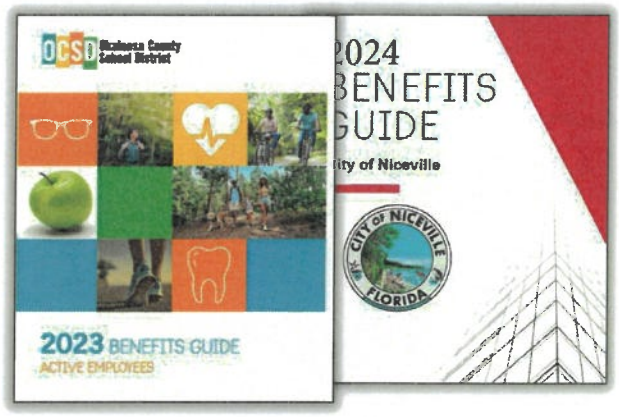
Customized Communications:
Employee communications are a core competency. We provide in-house *Employee education and communication strategies* that engage and educate plan participants to increase benefit literacy and assist in controlling employer costs. Our campaigns feature targeted messaging to heighten participant awareness and perceived benefit value while promoting consumerism through education and engagement.

Our typical communication deliverables include Open enrollment and new hire employee packets/Benefit Guides, posters, flyers, newsletters, postcards, and PowerPoint presentations. All of these can be electronic and linked to any web-based platform.

Below are examples of what this looks like:

- **A benefits guide** that is updated at renewal, provides all the annual notification requirements associated with the Exchange Notice, Michelle's Law, COBRA, Newborns' and Mother's Health Protection Act, HIPAA, CHIP, WHCRA, MHPAEA, Medicare Part D notices, etc. The guide can exist on your HRIS or intranet allowing easy content updates.

- **A traditional benefit summary** can be converted into an electronic flip book.
- Custom Videos and multi-media presentations covering a wide range of communications topics.
- Social media can be an important part of a communication strategy. Our award-winning social media solutions have helped clients reach and connect with employees that were previously disengaged.



We have a wide array of tools to effectively engage the City's workforce on how to best utilize their plans and programs available, with the goal of lowering their out-of-pocket expenses associated with healthcare. We will engage your plan participants and retirees through custom digital communications, built around your unique characteristics and needs. We have a vast library of outreach campaigns for wellness, education, open enrollment support, and more, which can be easily converted to most digital formats. Some sample materials have been included below.



16. **Facilitate quarterly in person meetings between insurance carrier's Chief Medical Officer, pharmacy manager, and other key personnel, and City leadership staff; prepare agendas and objectives for each meeting to review claims data, resolve case management issues, and identify opportunities for improvement; and memorialize and follow up on agreed upon action points.**

We affirm to meet this requirement, our team is prepared to participate and meet in person with the insurance carrier's Chief Medical Officer, pharmacy manager, and other key personnel, and City leadership staff. In addition, we are prepared to meet with all requested committee meetings to include all insurance committee and wellness committee meetings. Since our approach to supporting our client's benefits program is a year-round engagement, we aim to over-communicate to ensure the congruence of support with the right path toward achieving your long-term strategic goals. Our meeting structure includes, but is not limited to:

- **Ongoing Activity:** We currently hold bi-weekly project plan calls to touch base on all program management activities. During these calls we will discuss the status of each open activity detailed in the Project Plan.
- **Quarterly Strategy:** We conduct quarterly meetings to review claims and financials/budget, address any service and administration issues, review BenefitsVIP reporting, and discuss industry updates on compliance or trends.
- **Mid-Year Pre-Renewal:** 7 months in advance of the renewal our team will review claim reporting and utilization provided by the carrier. Our actuarial team will utilize develop claim projections for the upcoming fiscal/plan year. This information will prepare you well in advance and will allow us to strategize on how to address cost-drivers mid-year while allowing you to budget appropriately.
- **Renewal Review:** Due to the size of your group and your funding status, we can request that the carriers deliver the renewals several months prior to your actual effective date. We will review incumbent carrier renewal numbers along with the marketing approach preferred by procurement.
- **Post-Renewal Strategic Planning Meeting:** This occurs approximately one month after the renewal. We review the financial results of the open enrollment, changes in plan enrollment etc., and the processes of enrollment while looking for areas of improvement. This meeting is also used to set the agenda for other priorities after open enrollment has been completed.

The client relationship is extremely critical to our value. The multiple touch points we offer throughout the relationship will develop a deeper understanding of your needs. We also enhance that perspective with informal get-togethers and discussions. In addition to face-to-face meetings, your team members will be available by phone and email.

Face to Face Service-Participant Level:
We affirm to provide local, face-to-face service for members during open enrollment to meet with our agents or service personnel, in group formats that are sponsored by City leadership. The goal and focus of our group face-to-face meetings are to educate members on their plans, guide them thru the process, conduct open enrollment, benefits fairs, and community events. For example, at Okaloosa

Schools, we mobilized our team to provide in-person group meetings for employees and key department heads including the coordination of multi- campus enrollments.

Face to Face Service-District Level:
We affirm to provide local, face-to-face District level (employer focused) focused Board and Insurance committee meetings at minimum on a quarterly basis, or as desired by the Board/Insurance Committee. These meetings will include wellness, claims reviews, renewal projections, technology solutions, alternative markets for voluntary and supplemental coverage, as well as union questions/concerns, and more.

Industry Leading Member Advocacy Team (BenefitsVIP):
For day-to-day member and HR support, we will provide a **one** stop first party administrative and advocacy support team providing response and resolution for employees and their dependents. The BenefitsVIP team are extensions of your HR staff and will handle **ALL** your benefits needs with 1 number to call, no matter the carrier.

We will provide 6-7 dedicated team members available Monday thru Friday, 8:30am-8:00pm EST. Every call is tracked, recorded, pareto analysis, and stewardship reports developed for board meetings, insurance committee meetings, and scope of services audits. We will provide detailed reporting and audits to HR, Insurance Committee and Board to create a data driven programmatic approach to member engagement and services. BenefitsVIP team are W-2 employees of Foundation Risk Partners, US Citizens, average 22 years of experience, and exclusive to Foundation Risk Partners.

Tab 5

Fees

- **Provide the firm's fee structure.**

Summary and Pricing Schedule:
As the appointed Health and Welfare Insurance Broker/Consultant for City of Ormond Beach, Foundation Risk Partners will manage the Health & Welfare Plans as outlined below.

Compensation Summary	*Employee Calculation*	*Fee Type*	*PEPM*	*Number of EE's*	*Annual Fee*
Core Brokerage & Consulting / COBRA Administration	Covered	Fee for Service	N/A	N/A	$85,000

OPTIONAL SERVICES:

Compliance Support (Plan Doc, SPD, SMM's)	All	Fee for Service	N/A	N/A	$6,500
Benefits Administration Technology • O.E. Maintenance/Support (costs may be covered by negotiating tech credits with ancillary carriers)	Eligible	Fee for Service	$1.75	362	$7,602

Commissions: Beyond the fee/commissions received for Core Brokerage, Consulting & Administrative Support services, FRP is eligible to receive 100% of the non-medical ancillary/voluntary/worksite commissions paid by insurance carriers for insurance policies currently in-place and any additional insurance policies implemented by FRP in the future, where FRP is the Client's appointed Broker of Record. The specific amount of the commissions will vary over time based on lines of coverage offered, number of participants enrolled, premium cost per member, and the commission rates set by the carrier.

Tab 6

Required Forms

Proposer Acknowledgment Form

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 610-0470

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Employee Benefits Broker of Record
RFP NUMBER:**2026-20**
RFP OPENING DATE & TIME: March 10, 2026 @ 1:00 PM
RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**
PRE-PROPOSAL MEETING DATE & TIME: **None**
PRE-SUBMITTAL MEETING: **N/A**

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

PROPOSER'S NAME: Foundation Risk Partners Corp. dba Foundation Risk Partners Public Entity Services

PROPOSER'S MAILING ADDRESS: 780 W. Granada Blvd.

CITY-STATE-ZIP: Ormond Beach, FL 32174

F.E.I.N.: 81-5191759
PHONE NUMBER: 386-852-2032

EMAIL: Robin.Riley@Acentria.com
If returning as a "No Submittal", please state reason (s

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Ross Beach
NAME (TYPED)

Director of Risk Management
TITLE

2/25/26
DATED

1

11 6 2025 RH

Verification of Employment Status Using E-Verify System

City of Ormond Beach
Request for Proposals (RFP)
Employee Benefits Broker of Record
(RFP No. 2026-20)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

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

Foundation Risk Partners Corp.,
dba Foundation Risk Partners Public Entity Services
COMPANY NAME

AUTHORIZED SIGNATURE

Ross Beach
NAME

Director of Risk Management
TITLE

2/25/26
DATE

22

11 6 2025 RH

RFP Response Form

City of Ormond Beach
Request for Proposals (RFP)
Employee Benefits Broker of Record
(RFP No. 2026-20)

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
3/2/2026	No. 1

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: Foundation Risk Partners Corp., dba Foundation Risk Partners Public Entity Services

VENDOR/CONTRACTOR LICENSE NUMBER: L100460

ADDRESS: 780 W. Granada Blvd., Ormond Beach, FL 32174

PHONE NO.: 386-852-2032 FAX NO.: 386-777-2819

SUBMITTER'S NAME: Ross Beach
(Typed or Printed in Ink)

TITLE: Director of Risk Management

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

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

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

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

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11 6 2025 RH

Conflict, Non-Conflict of Interest Statement Litigation Statement

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
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.

Foundation Risk Partners Corp., dba Foundation Risk Partners Public Entity Services
COMPANY NAME

AUTHORIZED SIGNATURE

Ross Beach
SIGNER'S NAME (PRINT OR TYPE)

Director of Risk Management
TITLE

2/25/26
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

25

11 6 2025 RH

Drug-Free Workplace Certification Form

City of Ormond Beach
Request for Proposals (RFP)
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.

Foundation Risk Partners Corp., dba Foundation Risk Partners Public Entity Services
Company Name

Authorized Signature

Ross Beach
Print Name

Director of Risk Management
Title

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11 6 2025 RH

Affidavit of Compliance with Section 287.138, Florida Statutes

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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

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

1. Affiant is the Director of Risk Management (Title) of Foundation Risk Partners Corp., dba Foundation Risk Partners Public Entity Services (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: Feb 25, 2026 Signed: [signature]

Entity: Foundation Risk Partners Corp., dba Foundation Risk Partners Public Entity Services Name: Ross Beach

Title: Director of Risk Management

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 25th day of February, 2026, by Ross Beach and who: ☐ is personally known to me; or ☐ has produced _____ as identification.

[signature] Michele C. Gomez
Notary Public, State of Florida at Large: (seal)

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

My commission expires: November 19, 2026

MICHELE C. GOMEZ
MY COMMISSION # HH 330742
EXPIRES: November 19, 2026

This document must be completed and returned with your Submittal

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11 6 2025 RH

Human Trafficking Affidavit

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 Ross Beach. I am over the age of Twenty-one years old. I am the Director of Risk Management (Title) of Foundation Risk Partners Corp., dba Foundation Risk Partners Public Entity Services (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.

Further Affiant sayeth not.

Date: Feb 25, 2026

Signed: R B
Print Name: Ross Beach
Title: Director of Risk Management

SUBSCRIBED AND SWORN before me by means of [X] physical presence or [__] online notarization on the 25 day of February, 2026 by Ross Beach as Director of Risk Management on behalf of Foundation Risk Partners who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Michele C. Gomez
Notary Public, State of Florida
Printed name, commission and expiration of commission term

MICHELE C. GOMEZ
MY COMMISSION # HH 330742
EXPIRES: November 19, 2026

Must be completed and returned with your Submittal

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11 6 2025 RH

Florida Statutes on Public Entity Crime

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 Ross Beach - Director of Risk Management

   (print this individual's name and title)

   for Foundation Risk Partners Corp., dba Foundation Risk Partners Public Entity Services
   (print name of entity submitting statements)

   whose business address is 780 W. Granada Blvd., Ormond Beach, FL 32174

   and if applicable whose Federal Employer Identification Number (FEIN) is 81-5191759

   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 "convection" 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.

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11 6 2025 RH

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)

County of Volusia

STATE OF Florida

Sworn and subscribed before me this 25 day of February, 2026 by

Ross Cronch who is Personally known to me _____

Or who produced identification - _____
(Type of Identification)

Michele C. Gomez
(Signature) Notary Public—State of Florida

Michele C. Gomez
(Printed, typed or stamped commissioned name of notary public)

My commission expires November 19, 2026 (SEAL)

MICHELE C. GOMEZ
MY COMMISSION # HH 330742
EXPIRES: November 19, 2026

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11 6 2025 RH

FRP Certificate of Insurance

FOUNRIS-04 TQUINN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/25/2025

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 KMRD Partners Risk and Insurance Solutions - Warrington 2600 Kelly Road, Suite 120 Warrington, PA 18976	CONTACT NAME: PHONE (A/C, No, Ext): (267) 482-8390 FAX (A/C, No): (267) 482-8431 E-MAIL ADDRESS: contactus@kmrdpartners.com
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Federal Insurance Company — 20281 INSURER B: ACE American Insurance Company — 22667 INSURER C: — INSURER D: — INSURER E: — INSURER F: —
INSURED Foundation Risk Partners Public Entity Services 780 W Granada Blvd Ormond Beach, FL 32174	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			36072109	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLICY AGGREGAT	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY — SCHEDULED AUTOS X HIRED AUTOS ONLY — X NON-OWNED AUTOS ONLY			73626085	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			78195678	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 25,000,000 $ $ 25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			(26)71836285	4/1/2025	4/1/2026	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

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

Named Insured Schedule:
FRP Investors II, L.P.
FRP Holdings, Corp.
FRP Parent II, Corp.
Foundation Risk Partners, Corp.
Synetro-CSG Holdings, LLC
Corporate Synergies Holdings, LLC
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
City of Ormond Beach 22 South Beach Street Ormond Beach, FL 32174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Charles H. Fydell

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: FOUNRIS-04 TQUINN
LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	NAMED INSURED
KMRD Partners Risk and Insurance Solutions - Warrington	Foundation Risk Partners Public Entity Services 780 W Granada Blvd Ormond Beach, FL 32174
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Corporate Synergies Group, LLC
Foundation Real Estate Purchasing Group, LLC
Harbor Management Group, LLC
Homeland Management, LLC
Millenium Asset Management, Inc.
The L. Warner Companies, Inc.
FRP Insurance Services, LLC

Any Subsidiary of the Named Insured is included as an insured per the policy terms and conditions.

City of Ormond Beach is included as Additional Insured with respect to the General Liability and Auto Liability when required by written contact. 30 days' notice of cancellation, except for 10 days for non-payment of premium, will be provided to the certificate holder by the carrier with regard to the General Liability when required by written contract.)

ACORD 101 (2008/01)

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City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.J.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Work Authorization - Facility Master Plan		
Recommended Action	It is recommended that the City Commission approve the Work Authorization to A.M. Weigel Construction, Inc. in the amount of $89,395.19.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

This is a request to approve a Work Authorization using the Continuing Contract for Construction Management Services with A.M. Weigel Construction, Inc. for the development of a comprehensive Facility Condition Assessment (FCA) and Facility Master Plan.

The City has received a proposal from A.M. Weigel Construction, Inc. dated April 17, 2026, to perform a Facility Condition Assessment of 45 selected City-owned structures at a cost of $89,395.19. This project will serve as the foundation for the development of a long-term Facility Master Plan by evaluating the condition, capacity, and performance of existing facilities. The assessment will include onsite inspections and detailed evaluations of major building systems, including structural integrity, roofing, HVAC, electrical, plumbing, ADA accessibility, and overall code compliance.

As part of this project, the City will also receive access to the VFA Facility Capital Planning & Management System, a cloud-based platform that will allow staff to track facility conditions, forecast capital needs, and support long-term budgeting decisions. The system will include asset life cycle data and provide a minimum five-year capital improvement outlook.

The final deliverables will include a comprehensive report with photographic documentation, condition assessments, prioritized recommendations, and cost projections. This information will assist the City in making informed, strategic decisions regarding facility maintenance, repair, and future expansion. The project is anticipated to be completed within five (5) months from the date of award.

Financial Impact

The total cost for the Facility Condition Assessment and Master Planning services is $89,395.19. Funding source to be Facility Renewal and Replacement Fund 317.

Citizen Impact

The development of a Facility Master Plan ensures that City facilities remain safe, functional, and capable of meeting current and future community needs through strategic planning and investment.

Attachments

1. 26-79 Facility Condition Assess-AM Weigel (P26-0059G)
2. Work Authorization - AM Weigel

RESOLUTION NO. 2026-79

A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING A FACILITY CONDITION ASSESSMENT AND FACILITY MASTER PLAN; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Contract for Construction Management Services between the City and A.M. Weigel Construction, Inc., the appropriate City staff members have negotiated with A.M. Weigel Construction, Inc. to provide construction management services to conduct a facility condition assessment and prepare a facility master plan ("the Project"), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed $89,395.19 and

WHEREAS, the City Manager has certified that funds for the Project have been appropriated to the credit of the Facility Renewal and Replacement Fund (317) in the amount of $89,395.19 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 proposal submitted by A.M. Weigel Construction, Inc. to perform the Project at a total cost not to exceed $89,395.19 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with A.M. Weigel Construction, Inc. for the

performance of the Project at the said price, and to pay the cost thereof from the Facility Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 9th day of June, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Construction Management Services on a Continuing Basis dated September 7, 2022, between the City of Ormond Beach, Florida, and A.M. Weigel Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Facility Master Plan – Facility Condition Assessment

Project Description: Construction management services to perform a facility condition assessment of 45 City structures, which will aid the City in developing a Facilities Master Plan, per proposal dated May 12, 2026.

Estimated Project Construction Cost: $89,395.19

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Facility Master Plan	Guaranteed Maximum Price	$89,395.19
Total Fee Authorized:	**Not to Exceed**	**$89,395.19**

Funding Source: Facility Renewal & Replacement Fund (317)

Estimated Time for Completion: 150 Days from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Jason Leslie
Mayor

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
A.M. WEIGEL CONSTRUCTION, INC.

By: _____
A. Michael Weigel
President

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 610-0400
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

May 12 2026

Mr. David Lisicki,
Contractor Manager, Facilities Maintenance
Parks and Recreation
City of Ormond Beach
399 North HWY US-1,
Ormond Beach, FL 32174

RE: City of Ormond Beach
Facility Condition Assessment

Dear David,

We are pleased to submit our Guaranteed Maximum Price proposal to perform a Facility Condition Assessment of 45 selected City of Ormond Beach structures in the amount of **Eighty Nine Thousand Three Hundred Ninety Five Dollars and Nineteen Cents ($89,395.19)**.

We have based our Guaranteed Maximum Price on the following exhibits, which are attached hereto:

Exhibit “A”	Assumptions & Qualifications
Exhibit “B”	Cost Summary
Exhibit “C”	List of Buildings

The Proposal includes both a written report and cloud-based software, VFA Facility, from which the City can generate other reports or update data as needed. We have included additional costs for in-person training and a year subscription. Addition subscriptions beyond this period are not included.

We anticipate an overall duration of five (5) months from award to completion.

A Performance & Payment Bond is NOT included in this proposal. If one is needed, please contact us.

We are available to meet with you at your convenience to discuss this proposal and to answer any questions you may have. Thank you again for this opportunity to be of service and we look forward to working with you and all the City of Ormond Beach staff in building this important project.

Sincerely,

A. M. WEIGEL CONSTRUCTION, INC.



A. Michael Weigel
President

Attachments

Ormond Beach **EXHIBIT A**
Facility Condition Assessment

PROPOSAL - ASSUMPTIONS and QUALIFICATIONS

A. QUALIFICATIONS:

1. In the event of discrepancies between the Contract Documents and these qualifications, these qualifications shall prevail.
2. This proposal is based on the Proposal Document, these Assumptions & Qualifications identified as Exhibit "A", the Cost Summary identified as Exhibit "B", and the List of Locations as Exhibit "C" all attached hereto and made a part hereof.
3. In general terms, the scope of the Project is to provide a Facility Condition Assessment (FCA) report for the 45 locations listed in Exhibit "C", including review of record documents, on-site survey of conditions, data input, and report generation.
4. Owner's Contingency Allowances - Contingency allowance monies will not be spent without prior approval of the City. If and/or when conditions arise requiring the use of the contingency, the condition will be presented to the City with the rationale for usage along with the associated cost. Upon approval from the City, work will proceed and the actual cost will be applied against the Contingency. Upon completion of the project, any unused Contingency funds will be returned to the City via deductive Change Order.
5. The FCA report shall be performed in accordance with ASTM E2018 standards, with the help of a qualified FCA consultant.
6. The FCA report shall factor the condition of the building's Substructure, Exterior Envelope including Windows and Doors, Roof, Interior Construction, Elevators, Stairs, Mechanical/HVAC Systems, Electrical Systems, Plumbing Systems, Fire Systems, Fire Alarm, ADA, and Code Compliance. This assessment will be done based on record review and visual observation.
7. The FCA Report includes Site Condition Assessment for Parking Lots, Walkways, Hardscape, Observed Drainage, Site Lighting at Building and Parking, and any present Emergency Communication Stations. For parks and sports facilities this assessment is strictly limited to conditions observed directly in the area surrounding the structure.
8. The FCA Report shall include photos and descriptions of conditions observed, estimated Remaining Useful Life (RUL) of building elements, and minimum 5 Year Cost Forecast for Replacement or Maintenance. The FCA report shall include a ranking of priority items and recommendations. The report is presented in both a PDF and excel spreadsheet data format.
9. The proposal includes the cost to setup a VFA Facility Capital Planning & Management (VFA) System, a web-based software that will allow the City to view FCA reporting data, generate new reports, and update it based on pricing, new projects, or maintenance.
10. Through VFA, the City will have access to their FCA data, and the ability to add to, remove, update, and change information at their discretion. At the end of the subscription period, the City will have the option to continue the subscription, or download their data and reports if the City does not elect to continue the subscription.

11. We have included the cost for one in-person training class (consisting of four 3-hour training sessions) for City personnel to learn and customize the VFA tool.
12. All work will be performed during normal working hours. Premiums for shift work or overtime are not included in the Contract Sum.
13. A.M. Weigel Construction has included an allowance for access to roofing and other elevated conditions.
14. Due to the nature of this proposal, cooperation with the City will be needed. The City will need to provide A.M. Weigel Construction and its subcontractors access to building records, maintenance reports, access to building premises, and on-site escorts.

B. EXCLUSIONS:

1. We have not included any costs to repair, replace, or maintain building elements. This proposal is strictly limited to the assessment and reporting. Demolition and Construction activities are excluded.
2. Buildings located in City Parks or Sports Complexes shall include assessments of the building and direct surrounding area. Assessment of Park Spaces, Playgrounds, Sport Fields, Bridges, or Roadways is excluded.
3. Water Treatment Plant locations shall include assessments of Admin Building conditions only. Assessment of industrial or special equipment pertaining to the plant itself, and plant-specific structures such as chemical buildings, pump buildings, filtering/processing buildings, tanks, reservoirs, and claricones are excluded.
4. Other testing such as air quality sampling, structural load testing, and others beyond visual inspection and record review are excluded. Assessment of conditions that cannot be observed through record review or visual inspection are excluded.
5. The cost for 1 Year of Subscription for VFA System is included at a rate of $0.01 per SF per year. The cost for subscription after one year, or the increased cost for adding more buildings, is excluded from this proposal.
6. This proposal includes only one assessment and report for each building. The City shall be trained to generate additional reports using VFA at their discretion.
7. Additional Training beyond the in-person training session are not included.
8. Cost Forecasting shall be determined based on R.S. Means and other historical and industry data through VFA Facility software. A.M. Weigel Construction cannot guarantee nor warranty exact future pricing, and forecast pricing does not constitute a quotation.
9. Remaining Useful Life is a projection based on Manufacturer and other industry data, A.M. Weigel Construction cannot guarantee nor warranty the life of existing building elements.

END OF EXHIBIT “A”

Ormond Beach Facility Condition Assessment 2026

EXHIBIT "B" - GMP COST BREAKDOWN

Bid Pkg	Description	Qty	UM	Total Unit Cost	Total Line Item Cost
1A	Procurement	40	HRS	54.75	2,190.00
1A	Project Management	80	HRS	57.25	4,580.00
1A	Acounting	8	HRS	51.21	409.68
1A	Vehicle / Gas & Oil	1	MO	150.00	150.00
1A	Telephone / Communication	1	MO	64.00	64.00
1B	EQUIPMENT ALLOWANCE	1	LS	2,000.00	2,000.00
1C	Facility & Site Condition Assessment - 45 buildings	1	LS	68,240.00	68,240.00
	Including Field Condition Review, QA/QC reports				
	VFA Facility License - 1 YR (unlimited users, first				
	year included above) and In-Person Training Session				
	*See Attachment 1 - Subcontractor Proposal				
	SUBTOTAL				77,633.68
	Contingency		4%		3,105.35
	General Liability Insurance		1.15%		892.79
	Overhead and Profit		10.00%		7,763.37
	GRAND TOTAL				**89,395.19**

Contingency allowance monies will not be spent without prior approval of the City. If and/or when conditions arise requiring use of the contingency, the condition will be presented to the City with the rationale for usage along with the associated cost. Upon approval from the City, work will proceed and the actual cost will be applied against the Contingency. Upon completion of the project, any unused Contingency funds will be returned to the City via deductive Change Order.

February 17, 2026

Purchasing Manager
A. M. Weigel Construction, Inc.
166 S. Palmetto Ave
Daytona Beach, FL 32114
bids@amweigel.com

Subject: 26-1-021 City of Ormond Beach, FL
Facility Condition Assessment RFP
(45) Buildings; ~157k SF

Dear Purchasing Manager:

Thank you for the opportunity for JLL Asset Services to offer our Facility Condition Assessment (FCA) services for the City of Ormond Beach. We would be pleased to assist you and the City's team with these assessments.

JLL's FCA team provides clients with robust physical condition and operational assessments that provide actionable information for long-term asset planning, maximization of value and operational performance. We have extensive experience in asset condition assessments of building enclosures, mechanical, electrical, plumbing, fire and life safety systems on numerous largescale assignments for manufacturing clients, public and private sector clients, developers, owner occupiers and investors.

For this engagement, the assessments would be performed by JLL's internal assessment team, a group dedicated to conducting FCAs and providing capital planning services.

In general, the data collection, documentation and analysis of the audit data will enable Emerus to ascertain:

- The updated, present condition of the facilities.
- What future funding is required to maintain the facilities' functional operations.
- The extent and severity of the deferred maintenance liability.
- Deferred maintenance reduction projects that best take advantage of available funds and improve the functional aspects of the facility.
- The resources needed to maintain the operability, suitability, and value of the physical assets.
- The updated building replacement costs and property/building condition indices.
- A long-range comprehensive financial planning process that protects the value of the institution's assets.

Experience

JLL is a top global real estate and investment management company with 200+ years of experience in helping clients buy, build, occupy, manage and invest in commercial, industrial, hotel, residential and retail properties.

Our global team of 112,000 professionals uses the most advanced technology to create rewarding opportunities, amazing spaces and sustainable real estate solutions for our clients, our people and our communities.

JLL's Asset Services team delivers comprehensive assessments of property assets and systems on behalf of property owners and investors. This encompasses a range of services designed to provide detailed information, data, and values on property assets to deliver actionable information and intelligence for short and long-term portfolio planning, including asset validation surveys and facility condition assessments.

Our Asset Services team has assessed over 400 million SF of buildings of all types for public and private owners, federal, state, and local governments, education, institutional, and corporate clients.

Assessment projects close to Ormond Beach, FL include:

Project / Owner	Buildings	Location	Date
Google	R&D Lab	Miramar, FL	August 2025
Duke Energy	Field operations centers & electrical substations	St. Petersburg, FL Lake Mary, FL Groveland, FL	2021 - 2025
Capital One	Offices & retail bank branches	Orlando, FL	2024
New World Ventures	Transportation offices	Orlando, FL	Fall 2025
Fidelity Investment Center	Offices	Boca Raton, FL Palm Beach Gardens, FL Coral Gables, FL Ft. Lauderdale, FL	2022

Scope

The Base Scope of this proposal is for a detailed facility condition assessment (FCA), during which the assessment team will conduct a visual inspection of and report on each building's infrastructure, major systems, and finishes, including:

- Exterior envelope and building structure
- Architectural interior elements and finishes
- Elevators, escalators, and stairs (interior and exterior)
- Mechanical systems, components, and controls
- Electrical systems and components
- Plumbing systems, components, and fixtures
- Telecommunications systems (IT network, phone network, nurse and emergency call systems)
- Fire alarm and fire protection
- Security systems
- Sustainable systems and components
- Specialty systems directly related to specific client needs
- ADA, Life Safety, and Code Compliance
- Exterior signage and lighting
- Site components up to 10' from building perimeter

The assessment will include recording photos, locations and deficiencies, estimating remaining useful life, and providing cost estimating for requirements. Survey will include identifying requirements needed for compliance with the 2023 Florida Building Code, 8th Edition, and other codes applicable to the City.

A full narrative of the assessment methodology is included as Exhibit D.

Option Add: Assess site components out to the property lines, typically including assets such as:

- Parking Lots
- Walkways
- Hardscapes & plazas
- Site drainage
- Site lighting (such as parking lot and walkway lighting)
- Emergency communication stations (if present)

Software

JLL plans to deliver the results using the VFA Facility Capital Planning & Management System (CPMS) software platform from Gordian. Software licensing for the client to use the platform to manage their own data is included for the first 12 months. Pricing includes several options for software training for City staff.

An overview of the software in included as Exhibit E.

Deliverables

JLL will deliver the data and digital photos electronically, stored in the VFA Facility software, and in a file format suitable for import into other software platforms (if desired).

In addition, JLL will deliver the following set of reports in PDF format:

- An Executive Summary
- Building Assessment Summary, for each building, which includes:
    - System List and System Details
      Includes system descriptions, capacities, install dates, expected useful lifespans, remaining useful lifespans, replacement and renewal costs, forecast renewal dates and photos.
    - 5YR Requirement List and Requirement Details
      Includes requirement description, requirement category (cause), recommended action, recommended action date, estimated cost and photos.
- Requirement Forecast Report (usually for next 5 or 10 years, depending on scope selected), which includes a graph illustrating the forecasted costs per year and list of the needs by year.

Pricing

	AUTHORIZED
• Full Facility Condition Assessment (45) Buildings; ~157k SF (see Exhibit A. Building List)	$48,400 ☒
• Option Add: Assess Site Elements Include site assets out to property lines	+ $4,840 ☒

- VFA Facility Capital Planning Software Platform — incl. above ☑
  12-month license for unlimited users.
  Software renewal is currently $0.01/SF/yr.

- VFA Facility Software Training:
  - Client-specific dedicated class — (via webinars) $13,500 ☐ / (in person on site) $15,000 ☑
    Up to 10-people per class.
    One class is usually (4)x 3-hr sessions over 2-4 days
  - Ad Hoc Topic-specific Webinar Trainings — $299* x_____ (# people) x_____ (# sessions) = _____ ☐
    *Per person per session. Training to cover all intro topics usually takes (4) sessions.
    Classes are a blend of users from different clients.

Schedule

The assessment project would take approximately 10 business days to conduct field visits (including travel between them) and 30-35 additional business days to deliver draft reports. Exact start date TBD at time proposal is accepted, based on then-current assessor availability.

We are enthusiastic about the opportunity to work with you and your City of Ormond Beach colleagues. Please feel free to contact me with any questions.

Sincerely,

Trevor Clark, PE, MBA, CRL
Global Lead, Asset Services
JLL Real Estate Due Diligence
(773) 636-4896
trevor.clark@jll.com

Description	Address	Approx. SF
City Hall	22 South Beach Street	24,326
Ames House	173 South Beach Street	2,000
Ames House Restroom Building	173 South Beach Street	150
Ames House Conference Room	173 South Beach Street	450
Cassen Park Bait House	1 South Beach Street	200
Cassen Park Restroom Bldg.	1 South Beach Street	198
Baily Riverbridge Gardens	1 North Beach Street	1,284
Ormond Beach Police Department Station	170 West Granada Avenue	17,426
P.A.L. House	194 Central Ave	800
Fire Station #91	364 South Atlantic Avenue	1,500
Fire Station #92	189 South Nova Road	1,800
Fire Station #93	300 Wilmette Avenue	1,500
Fire Station #94	2301 Airport Road	1,700
Public Works	501 North Orchard Street	5,120
Fleet Operations Admin Building	500 North Orchard Street	2,015
Waste Water Treatment Plant - Admin Bldg.	550 North Orchard Street	1,894
Water Treatment Plant - Admin Bldg.	298 Tomoka Avenue	1,216
Performing Arts Center	399 North US Highway 1	14,309
Ormond Beach Senior Center	351 Andrews Street	11,608
Casements	25 Riverside Drive	9,069
Memorial Art Museum	78 East Granada Boulevard	5,525
Ormond Tennis Center	38 East Granada Boulevard	1,700
Nova Gymnastics	400 North Nova Road	7,712
Nova Gym	442 North Nova Road	13,600
Nova Tennis Center	440 North Nova Road	600
Nova Concessions Building	440 North Nova Road	325
Nova Skate Park Bldg.	440 North Nova Road	730
Nova East Field Restrooms	401 North Nova Road	125
South Ormond Neighborhood Center (SONC)	176 Division Avenue	12,044
Environmental Discovery Center (EDC)	601 Division Avenue	1,629
Fortunato Park Restrooms	2 John Anderson Road	495
Central Park 1 Restrooms	601 Fleming Avenue	192
Central Park 2 Restrooms	601 Hammock Lane	104
Sanchez Park Restrooms	329 Sanchez Avenue	495
Andy Romano Park Bldg.	839 South Atlantic Avenue	827
Airport Tower	725 Hull Road	960
Shuffleboard	700 Hull Road	1,296
Airport Sports Office	700 Hull Road	1,476
Airport Sports Baseball Bldg.	700 Hull Road	971
Airport Sports Softball Quad Bldg.	700 Hull Road	1,736
Airport Sports Soccer Concession	700 Hull Road	748
Airport Sports Soccer Clubhouse	700 Hull Road	200
Airport Sports Pride Restrooms	700 Hull Road	550
Airport Sports Greg Smith Field House	700 Hull Road	4,100
Airport Sports Rick Boehm Softball Field Bldg.	700 Hull Road	200

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.K.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Work Authorization - HDR Engineering Inc., Development of the 2036 Multi-Modal Plan		
Recommended Action	Staff recommends approval of the work authorization for the 2036 Multi-Modal Plan by HDR Engineering, Inc.		
Strategic Goal	Transportation & Community Development - Pursue the development of multi-modal trail connectivity to historical, cultural, business, residential, recreational, and other points of interests both within Ormond Beach and with neighboring regional trails.		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is a request for a work authorization for HDR Engineering, Inc. to update the City of Ormond Beach's 2016-2026 Bicycle Plan into the 2036 Multi-Modal Plan. The multi-modal trails plan was a project approved in the 2025-26 Capital Improvements Plan.

HDR Engineering, Inc. is an approved continuing consulting firm with strong experience developing multimodal plans. A list of similar HDR Engineering, Inc. projects is included. City staff from Parks and Recreation, Engineering, and Planning worked with HDR to develop a scope with extensive public input, including board meetings, a survey, public meetings, and City Commission input. Core tasks and deliverables for the project include:

- Project Management - schedule, invoicing, and monthly coordination with City staff.
- Public Engagement -
    - 2 Advisory Board meetings
    - 2 Public Meetings
    - Commissioner one-on-ones, 1 City Commission workshop, 2 adoption hearings.
    - StoryMap + online survey.
    - Outreach materials + stakeholder meetings.

- Review and Analysis of Existing Conditions - review plans/policies, analyze GIS data, crash data, land use, transit, and conduct field visits.
- Network Analysis - gap analysis, Level of Traffic Stress analysis, demand analysis, and project prioritization.
- Plan Development - recommended projects, phasing (short/mid/long-term), funding options, and concept plans for 3 pilot projects.
- Final Report - draft and final accessible documents.

Financial Impact

The project cost is $250,000 and is included in the capital improvement plan (CIP) budget within Fund 308 - Transportation. The cost includes 1,349 hours across planning, engineering, graphics, and administration roles. Plan implementation provides a framework for the Ccity's multi-modal project development strategy for the next decade and enables the City to apply for grant funding through the Volusia-Flagler Transportation Planning Organization (TPO). Projects will be identified similar and complementary to those already identified in the current Bike Plan and previously having begun the grant award process including the North US Hwy 1 ($4,327,333) and Thompson Creek ($686,302) sidewalk projects.

Citizen Impact

With the approval and implementation of this plan, residents will have safer, more connected options for walking, biking, and other micromobility options, supported by targeted improvements based on gaps, stress levels, and community input. Res. 2022-78 adopted a Parks and Recreation Master Plan, which ranked walking/hiking trails and paved multi-purpose trails as high priorities.

Attachments

1. 26-80 Trails Plan 2026-2036 - HDR Engineering (P26-0062G)
2. Work Authorization - HDR Engineering
3. Ormond Beach_Multimodal Plan_Cover Letter_2026-05-19_signed
4. Mutli-Modal Trails Plan from FY 2025-26 Adopted CIP

RESOLUTION NO. 2026-80

A RESOLUTION ACCEPTING A PROPOSAL FROM HDR ENGINEERING, INC. FOR ENGINEERING CONSULTANT SERVICES REGARDING A 2036 MULTI-MODAL PLAN; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Contract for Engineering Consultant Services between the City and HDR Engineering, Inc., the appropriate City staff members have negotiated with HDR Engineering, Inc. to provide engineering consultant services to update the City of Ormond Beach's 2016-2026 Bicycle Plan into the 2036 Multi-Modal plan ("the Project"), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed $250,000.00 and

WHEREAS, the City Manager has certified that funds for the Project have been appropriated to the credit of the Transportation Fund (308) in the amount of $250,000.00 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 proposal submitted by HDR Engineering, Inc. to perform the Project at a total cost not to exceed $250,000.00 is hereby accepted.

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

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

APPROVED AND AUTHENTICATED this 9th day of June, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

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

Project Title: Multi-Modal Trails Plan 2026-2036

Project Description: To provide consultant support in updating the City of Ormond Beach Multi-Modal Trails Plan to reflect current needs, best practices, and the community's vision for a multi-modal network, as detailed in the attached proposal dated May 5, 2026.

Estimated Project Construction Cost: N/A

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Project Management & Administration	Fixed Fee	$19,060.00
Public Participation & Stakeholder Engagement	Fixed Fee	$83,710.00
Existing Conditions Inventory	Fixed Fee	$39,430.00
Multi-Modal Plan Update	Fixed Fee	$81,930.00
Final Report	Fixed Fee	$25,870.00
Total Fee Authorized:	**Not to Exceed**	**$250,000.00**

Funding Source: Transportation Fund (308)

Estimated Time for Completion: 365 Days from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Jason Leslie
Mayor

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
HDR ENGINEERING, INC.

By: _____
Katie E. Duty
Vice President / Area Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 610-0400
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

Scope of Services:

City of Ormond Beach 2026-2036 Multi-Modal Plan

For the purposes of this scope, City of Ormond Beach is referred to as the *CLIENT/City*, HDR Engineering Inc. is referred to as the *CONSULTANT.*

The scope of work includes consultant support in updating the City of Ormond Beach 2016-2026 Bicycle Master Plan to reflect current transportation needs, best practices in multi-modal planning and design, and the community's vision for a safe, connected, and equitable multi-modal network. The consultant will:

- Review existing policies, previously completed plans, and other ongoing transportation initiatives, as well as recommend updates to existing design standards, parking policies, zoning, and other development processes
- Analyze gaps in the multi-modal network
- Outline potential funding for future multi-modal projects, and provide costs for recommended projects
- Create recommended project categories with short-, medium- and long-term timeframes
- Develop a final report of the City of Ormond Beach 2026-2036 Multi-Modal Plan

These tasks are further detailed in the scope below.

Task 1: Project Management & Administration

Task 1.1. Project Schedule

The CONSULTANT will develop a detailed project schedule that establishes start and end points for each project task, dates for draft and final deliverables, as well as project meeting dates.

Task 1.2. Project Invoicing and Progress Reports

Invoices and status reports of completed work will be produced monthly.

Task 1.3. Internal Coordination Meetings

Internal coordination meetings with CONSULTANT staff and CLIENT staff will include:

- One (1) Project Kickoff meeting
- Monthly project staff coordination meetings throughout the duration of the City of Ormond Beach Multimodal Plan Update (up to eleven (11)).

The CLIENT will provide the CONSULTANT with the applicable branding templates and/or standards used by the City of Ormond Beach for the development of project deliverables including the final report and other applicable presentations, tech memos, etc. All meetings are proposed to be virtual via Teams or similar online platform.

Task 1 Deliverables:

- An excel spreadsheet of initial project schedule based on tasks provided in this scope of work
- Monthly progress reports and invoices
- Monthly agendas and meeting notes prior to and after internal coordination meeting

Task 2: Public Participation & Stakeholder Engagement

Task 2.1. Advisory Board Meetings

The CONSULTANT will present to the Parks & Recreation and Quality of Life Advisory Board for a lunch meeting for a maximum of two (2) in-person lunch meetings.

- Advisory Board Meeting 1: Introduction, Existing Conditions, Project Goals, and Preliminary Input
- Advisory Board Meeting 2: Analysis Results, Project Input, Pilot Projects, Implementation Plan, Next Steps

The CONSULTANT will provide up to four (4) staff to attend the Advisory Board Meetings and will be responsible for preparing meeting presentations and sign-in sheets, as well as summarizing feedback provided. The CLIENT will provide additional support staff from the City of Ormond Beach. The CLIENT will be responsible for coordinating and scheduling the Advisory Board Meetings, including meeting location and provision of lunches for meeting attendants (if desired).

Task 2.2. Public Meetings

The CONSULTANT will support up to two (2) public meetings, each of which is proposed to be scheduled on the same day as the Advisory Board Meetings described above in Task 2.1:

- Public Meeting 1: Introduction, Existing Conditions, Project Goals & Input
- Public Meeting 2: Analysis Results, Project Input, Pilot Projects, Implementation Plan, Next Steps

The CONSULTANT will provide up to four (4) staff to attend the Public Meetings and will prepare a presentation slide deck, a sign-in sheet, comment form, and up to six (6) boards for use at each meeting. The CONSULTANT will be responsible for printing of boards, sign-in sheets, and comment forms, as well as summarizing feedback provided. The CLIENT will provide additional support staff from the City of Ormond Beach and will be responsible for noticing the meeting (including legal ad and press release), coordinating and scheduling the Public Meetings, including Meeting location/venue.

Task 2.3. City Commission Meetings

The CONSULTANT will provide project briefings to the City of Ormond Beach City Commission during one (1) set of virtual One-on-One meetings during the project duration. One-on-One meetings are envisioned as brief 15-minute virtual meetings (via online platform such as Teams or Zoom) with the Mayor and each Commissioner, and will have up to three (3) CONSULTANT staff in attendance.

The One-on-One meetingss will occur approximately halfway through the project after the new year (2027) and will summarize the highlights of the work completed to date for the Multi-Modal Plan and the anticipated Implementation Plan over the ten-year duration. The CLIENT will be

responsible for coordinating and scheduling the One-on-One meetings. The CONSULTANT will provide a summary of the general feedback and comments received for incorporation into the final report. .

One (1) City Commission Workshop will be hosted with all City Commissioners following the second Advisory Board Meeting and second Public Meeting. The CLIENT will be responsible coordinating and scheduling the Commission Workshop and for ensuring proper notification is given under Sunshine Law. The CONSULTANT will provide a presentation of the proposed final plan, as well as a summary of the general feedback and comments received for incorporation into the final report.

Following the City Commission Workshop, the CONSULTANT will attend up to two (2) City Commission Meetings for the adoption of the final plan. As the City Commission Workshop is proposed to closely precede the plan adoption, a separate formal presentation by the CONSULTANT is not proposed for the first and second readings.

Meetings to include:

- City Commission One-on-One Meetings (two sets of meetings, one per City Commission member – ten One-on-One Meetings total)
- City Commission Workshop
- City Commission Adoption (first and second readings)

Task 2.4. Project StoryMap and Survey

The CONSULTANT will develop an online project survey to understand the multimodal needs of the community, including community vision and goals; specific issues and concerns; user characteristics; key community destinations; and potential improvements. The survey will be integrated within a GIS StoryMap to provide overall project background and present relevant data. The StoryMap will also include an online comment map to allow the community to suggest specific improvements and pinpoint comment locations.

Task 2.5. Outreach Materials

The CONSULTANT will prepare the following materials for outreach during the study:

- *Presentation* – Preparation of up to two (2) presentations for the Advisory Board and Public Meetings. The CONSULTANT will develop the presentation with a two (2) week revision period for the CLIENT. A similar presentation to that from the second Advisory Board Meeting and Public Meeting will be used at the City Commission Workshop. Presentation slides, if used for Commission One-on-One Meetings would be very streamlined versions of the Advisory Board presentations.
- *Social Media Posts* – Preparation of up to four (4) social media posts (to include text with an image/graphic) along with a schedule defining the release of the post, the frequency of re-posts, etc. by the CONSULTANT. The CLIENT will determine which social media outlets to develop posts for.

The CLIENT and CONSULTANT will define primary contact to include with engagement materials.

Task 2.6. Other Outreach

The CONSULTANT will coordinate with the CLIENT on conducting additional stakeholder outreach, to include up to four (4) virtual meetings (via Teams or similar online platform) with specific stakeholder groups to solicit and obtain additional stakeholder input. No new materials will be developed for these outreach meetings, but materials prepared for other public meetings will be used, including reference to the project StoryMap.

Task 2 Deliverables:

- Advisory Board Presentations and Supporting Materials
- Public Meeting Presentations and Supporting Materials
- City Commission Presentations and Supporting Materials
- GIS StoryMap
- Social Media Posts
- Additional Outreach/Stakeholder meetings and summaries

Task 3: Existing Conditions Inventory

Task 3.1. Plans, Policies, and Studies/Initiatives Review

The CONSULTANT will review and document existing City of Ormond Beach, Volusia County and Volusia-Flagler TPO documents relating to local transportation and land use policies, zoning, plans, guidelines, standards, and processes that are relevant to existing or planned bicycle, pedestrian, trail or other multimodal facilities. In addition to bicycle and pedestrian information, the CONSULTANT will review plans and policies regarding scooters, escooters/ebikes, golf carts, and any other alternative micromobility policies if applicable.

The CLIENT will provide PDFs of final documents at the start of the project or direct the CONSULTANT to partners who can provide documentation. Plans and policies to be reviewed include:

- City of Ormond Beach 2016-2026 Bicycle Plan
- City of Ormond Beach Parks and Recreation Master Plan
- City of Ormond Beach Comprehensive Plan
- City of Ormond Beach Land Development Code
- City of Ormond Beach Standard Construction Details
- City of Ormond Beach Code of Ordinances
- City of Ormond Beach Strategic Economic Development Plan
- Volusia-Flagler TPO Vision Zero Action Plan
- Volusia-Flagler TPO Bicycle and Pedestrian Plan (2018)
- Volusia-Flagler TPO Regional Trails Corridor Assessment Final Report
- Volusia-Flagler TPO 2050 LRTP
- Volusia-Flagler TPO Safe Routes to School Reports
- Volusia-Flagler TPO List of Priority Projects (LOPP) – use adopted from June 2026

The CONSULTANT will prepare a matrix of all plans and policies reviewed that summarizes the data collected and identifies best practices, existing standards, and areas of opportunity for plan and policy improvement, including any recommended new policies or changes to existing policies and standards. This matrix will inform the existing conditions presentation shared with Advisory Board Meeting 1 in Task 2.1.

Task 3.2. Existing Conditions

The most up to date GIS data layers will be provided to the CONSULTANT from the CLIENT, including but not limited to:

- Existing Bicycle Facilities (including designated bicycle lanes, undesignated paved shoulders, shared lane markings, etc.) and characteristics (bike lane or shoulder widths, buffer widths, etc.)
- Ancillary/Support Bicycle Facilities (public bicycle parking racks and/or lockers, including location, type, and number; public bicycle repair stands, etc.)

- Existing Sidewalk Facilities and characteristics (sidewalk widths, buffer widths, vertical separation in buffer, etc.)
- Existing Trail Network and characteristics (trail widths, buffer widths, vertical separation in buffer, etc.)
- Planned Bicycle Facilities
- Planned Sidewalk Facilities
- Planned Trail Network
- Roadway Network Characteristics (functional classification; number of lanes; posted speed limits; travel lane and street widths; presence of median and widths; right-of-way widths; locations with on-street parking, configuration, and widths)
- Traffic signals
- Existing and planned midblock crosswalks (and supplemental traffic control and treatments)
- Traffic volume data (average daily traffic volumes)
- Community Facilities
    - Schools
    - Parks
    - Community Centers
    - Any other areas or points of interest
- Existing Street Lighting
- Existing and Future Land Use
- Crash Data
    - Including vulnerable users (bicycles, pedestrians, motorcyclists)
- Demographic Data
- Bus Routes and Ridership

If GIS data layers are unavailable, the CLIENT will provide maps or spreadsheets where available to offset gaps in data. This task does not include data collection to provide or fill missing data layers or gaps in data, digitizing of non-GIS data (maps, spreadsheets, etc.), or quality control reviews or cleaning of existing data layers.

The CONSULTANT will create a base map for the City boundaries to be used in the project, and create a series of key data maps based on data obtained during this task.

Task 3.3. Field Review

The CONSULTANT will complete up to two (2) in-person field visits to better understand the existing conditions of the multimodal facilities within the City of Ormond Beach. Field visit photos will be shared with the CLIENT.

Task 3 Deliverables:

- An excel matrix of the Plans, Policies, & Studies/Initiatives Review and accompanying tech memo
- Composite GIS map of all existing and proposed bicycle and pedestrian facilities with key community features and destinations labeled; summary of existing facilities by type (e.g., mileage, number of locations, etc.)
- Heat map showing locations and severities of bicycle and pedestrian crashes over the most recent five-year period, and supplementary crash data summaries

Task 4: Multi-Modal Plan Update

The CONSULTANT will update the City of Ormond Beach's 2016-2026 Bicycle Plan into the City of Ormond Beach's 2026-2036 Multi-Modal Plan.

Task 4.1. Establish Vision, Goals, and Objectives

The CONSULTANT will review the existing conditions and previously adopted goals and objectives of the Ormond Beach 2016-2026 Bicycle Plan to establish the updated Vision, Goals, and Objectives for the 2026-2036 Multi-Modal Plan. The goals and objectives may be tailored to focus specifically on addressing multimodal improvements, not just bicycle improvements. Vision statement and specific goals and objectives will also be informed by input from the public (including from the online project survey) and the Advisory Board. All project goals will be SMART (Specific, Measurable, Achievable, Relevant, and Time-bound) and will include specific performance measures to track progress.

Task 4.2. Network Analysis

The CONSULTANT will complete an analysis of the existing multimodal network utilizing the information gathered in Task 3. This will include four discrete components – Gap Analysis, Level of Traffic Stress (LTS) Analysis, Demand Analysis, and Project Prioritization Criteria and Scoring.

Gap Analysis. The Gap Analysis will identify facility gaps within the existing and proposed bicycle, sidewalk, and trail networks based on previous efforts, agency staff input, information obtained through outreach activities including the online comment map, and a sketch level review of the networks. Gaps and barriers may include natural or physical barriers to connectivity such as water bodies, railroads, topography, and limited access highways; gaps in existing bicycle or pedestrian facilities and networks; and existing high stress facilities such as high speed and or high-volume roadways. The identification of barriers and gaps along with the other Network Analysis components will serve as a basis for identifying specific priority corridors and improvements that will provide greater connectivity across the city thereby increasing access and decreasing travel distances for people walking and biking.

LTS Analysis. LTS is a widely recognized methodology to evaluate the comfort of roadway environments for bicycling and walking. One of its greatest assets is its simplicity, which aggregates many variables into an intuitive scale. It considers the user's tolerance for different types of facilities and traffic conditions, in which there are certain conditions that must be met for biking or walking to be accessible to the mainstream public and considered safe and comfortable. LTS levels range from 1 to 4, with 1 representing the lowest level of stress (appropriate for all ages and abilities), and 4 having the highest level of stress (i.e., for Bicycle LTS, this means generally only accommodating highly confident bicyclists). A network-wide approach to LTS will provide opportunities to identify potential alternative corridors to target for improvements, either to route around higher stress facilities, or to specifically target improvements on higher stress facilities that connect low-stress routes and facilities. Improvements on higher LTS score roadway segments would be targeted to reduce the LTS to

lower levels. The LTS analysis will rely on available data and assumptions will be developed for any roadways with missing data; no new data will be collected as part of this analysis.

Demand Analysis. A geospatial analysis will be conducted of the relative bicycle and pedestrian demand levels within the city boundaries based on proximity to key origins and destinations, including parks; schools; activity, community, and recreation centers; and other attractions and points of interest. Demand scores by proximity are graduated based on increasing bike and walk trip lengths. Population and employment density data and socioeconomic data related to vulnerable user populations (such as zero-car households, means of transportation to work other than personal motor vehicle, and ages 18 and under and 65 and above) can be used to supplement origin-destination proximities, reflecting communities with above average percentages of people that walk or ride a bicycle for transportation purposes. The CONSULTANT will coordinate with City staff on the specific factors and weighting to be used for the Demand Analysis. The result of this effort is a heat map that can be used to quantify relative bicycle and pedestrian demand levels on specific roadway segments. Pairing a demand analysis with existing facilities and conditions analysis using LTS (described below) is a powerful and effective way to prioritize locations most in need of improvements.

Project Prioritization Criteria and Scoring. Evaluation criteria will be developed to allow the roadway segments with the highest need to be determined for potential project improvement. Criteria will be directly connected to the project goals and objectives established in Task 4.1 and will incorporate key components from the Network Analysis including the Gap Analysis, LTS Analysis, and Demand Analysis. All non-limited access roadway segments on collector and arterial roadways within the City boundaries will be scored to help determine potential needs and priorities. Once specific proposed projects are identified, they will also be evaluated with the prioritization criteria but will include additional factors such as safety, project significance, community access and ADA, project difficulty and cost, existing or potential funding potential, and related construction projects.

Task 4.3. Proposed Network Improvements and Implementation Plan

The CONSULTANT will develop proposed network improvements based on improvements recommended from other previous plans and studies, public and stakeholder outreach, the Existing Conditions Inventory (Task 3) and the Network Analysis (Task 4.2). Bicycle project facility selection will be informed by FHWA's Bikeway Selection Guide. As noted above in the Project Prioritization Criteria and Scoring, each proposed project will be scored based on the full set of prioritization criteria to help identify an Implementation Plan for projects, including short-, mid-, and long-term phasing of improvements.

Other components of the Implementation Plan will include:

- Development of rough order of magnitude (ROM) planning-level typical project costs by type (e.g., per mile or for spot treatments) similar to Table 14: Cost Estimates in previously adopted 2016-2026 Bike Plan
- Identify projects with right-of-way acquisition needs based on apparent right-of-way lines, such as through available parcel lines or GIS data (no detailed review, title or plat

searches, or verification of right-of-way lines, easements, etc. will be completed); projects that will likely need right-of-way will be identified as a field, but no specific right-of-way quantities for potential acquisition will be determined
- Identification of potential funding sources and options
- Development of general program recommendations to make the City more bicycle and pedestrian friendly, including engineering (general actions), education, encouragement, enforcement, evaluation and planning, and equity
- Preliminary concept plans for up to three (3) pilot, short-term, or high priority improvements, including map of project limits; general alignment and typical section; description of project and purpose, key considerations, and key implementation steps

Task 4 Deliverables:

- Identified Network Analysis within the City of Ormond Beach
- Project Prioritization Methodology
- Implementation Plan Tech Memo as Microsoft Word / Adobe PDF documents
    - Including Proposed and Prioritization of Projects
    - Short-, Mid-, and Long-Term Implementation Plan Actions
    - ROM costs associated with each project type
-

Task 5. Final Report

Task 5.1. Draft Final Report Development

The tech memos and other deliverables throughout the previous Tasks identified in this scope of work will be compiled and summarized into a Final Report document and titled “The City of Ormond Beach 2026-2036 Multi-Modal Plan”.

The CONSULTANT will respond to one round of comments from the CLIENT based on the Draft Final Report.

Task 5.2 Final Report

The CONSULTANT will address CLIENT review comments and create a final report in Microsoft Word. Final PDF deliverables developed by the CONSULTANT that are to be published on the CLIENT website will be designed and developed for accessibility and will pass the Adobe Acrobat PDF Accessibility Checker review upon delivery of the final document to the CLIENT. PDF documents must not contain any “Failed” checks when the Adobe Accessibility Checker is run. The “Needs Manual Check” alerts must be minimized and those which remain must be justifiable.

Task 5 Deliverables:

- Draft Final Report for Client Review as Microsoft Word / Adobe PDF document
- Final Report as Microsoft Word / Adobe PDF document

City of Ormond Beach
Ormond Beach Multimodal Plan 2026-2036
HDR Staff Hour and Fee Development

		Hours / Rates											
		Senior Principal / National Expert	Chief Planner / Engineer	Project Manager / Principal Planner/ Engineer	Senior Planner / Engineer	Project Planner / Engineer	Planner / Engineer Intern	Graphic Designer	Technician	Senior Admin	Total		Remarks
Description		$395.00	$335.00	$285.00	$250.00	$195.00	$155.00	$140.00	$90.00	$150.00	Hours	Labor Cost	
1	**Project Management & Administration**												
1.1	Project Schedule					4.0					4.0	$ 780.00	
1.2	Project Invoicing and Progress Reports		2.0	2.0		16.0				14.0	34.0	$ 6,460.00	
1.3	Internal Coordination Meetings			12.0		24.0	24.0				60.0	$ 11,820.00	12 months * 1 hour per meeting; 2 hrs for mtg & agenda prep, & summary notes
1 Subtotal:		**0.0**	**2.0**	**14.0**	**0.0**	**44.0**	**24.0**	**0.0**	**0.0**	**14.0**	**98.0**	$ 19,060.00	
2	**Public Participation & Stakeholder Engagement**												
2.1	Advisory Board Meetings		2.0	16.0		50.0	50.0	4.0			122.0	$ 23,290.00	
2.2	Public Meetings		2.0	16.0		50.0	50.0	2.0			120.0	$ 23,010.00	
2.3	City Commission Meetings (One-on-Ones, Workshop, Adoption)		2.0	20.0		24.0	20.0	2.0			68.0	$ 14,430.00	1 set of One-on-Ones with Commission; 1 Workshop; attend 2 Commisssion mtgs for plan adoption
2.4	Project StoryMap and Survey		2.0	4.0	5.0	24.0	60.0	8.0			103.0	$ 18,160.00	
2.5	Outreach Materials					6.0		12.0			18.0	$ 2,850.00	
2.6	Other Outreach			2.0		4.0	4.0				10.0	$ 1,970.00	
2 Subtotal:		**0.0**	**8.0**	**58.0**	**5.0**	**158.0**	**184.0**	**28.0**	**0.0**	**0.0**	**441.0**	$ 83,710.00	
3	**Existing Conditions Inventory**												
3.1	Plans, Policies & Studies/Initiatives Review		2.0	4.0		24.0	40.0		30.0		100.0	$ 15,390.00	
3.2	Existing Conditions		2.0	2.0	4.0	12.0	60.0				80.0	$ 13,880.00	
3.3	Field Review			16.0		16.0	16.0				48.0	$ 10,160.00	
3 Subtotal:		**0.0**	**4.0**	**22.0**	**4.0**	**52.0**	**116.0**	**0.0**	**30.0**	**0.0**	**228.0**	$ 39,430.00	
4	**Multi-Modal Plan Update**												
4.1	Establish Vision, Goals, and Objectives		2.0	4.0		12.0	16.0				34.0	$ 6,630.00	
4.2	Network Analysis		2.0	8.0	10.0	12.0	112.0				144.0	$ 25,150.00	
4.3	Proposed Network Improvements & Implementation Plan		6.0	24.0	16.0	80.0	140.0				266.0	$ 50,150.00	
4 Subtotal:		**0.0**	**10.0**	**36.0**	**26.0**	**104.0**	**268.0**	**0.0**	**0.0**	**0.0**	**444.0**	$ 81,930.00	
5	**Final Report**												
5.1	Draft Final Report Development		4.0	8.0		20.0	50.0	8.0			90.0	$ 16,390.00	
5.2	Final Report		4.0	4.0		20.0	20.0				48.0	$ 9,480.00	
5 Subtotal:		**0.0**	**8.0**	**12.0**	**0.0**	**40.0**	**70.0**	**8.0**	**0.0**	**0.0**	**138.0**	$ 25,870.00	
Grand Total (Staff Hours)		**0.0**	**32.0**	**142.0**	**35.0**	**398.0**	**662.0**	**36.0**	**30.0**	**14.0**	**1,349.0**	**$ 250,000.00**	
		0%	2%	11%	3%	30%	49%	3%	2%	1%			

Lump Sum Fee	
Loaded Labor Costs	$ 250,000.00
	$ -
Subconsultants	$ -
Total	**$ 250,000.00**

May 19, 2026

Ms. Noel Eaton
Senior Planner, Project Manager
Planning Department
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32174

RE: City of Ormond Beach Multi-Modal Trails Plan 2026-2036

Dear Noel,

We are pleased to submit our Scope of Services to the City of Ormond Beach 2026-2036 Multi-Modal Plan in the amount of **Two Hundred and Fifty Thousand Dollars ($250,000)**.

The Scope of Services is broken into the following work tasks:

Task	Fee
Project Management & Administration	$19,060.00
Public Participation & Stakeholder Engagement	$83,710.00
Existing Conditions Inventory	$39,430.00
Multi-Modal Plan Update	$81,930.00
Final Report	$25,870.00

Founded in 1917, HDR is a global firm specializing in engineering, architecture, environmental, and construction services. Our multidisciplinary teams — engineers, planners, scientists, economists, builders, analysts, and designers — work from more than 225 locations worldwide to create lasting value and an unshakable foundation for progress.

HDR delivers transformative solutions that create safer, more equitable, and sustainable communities. Our multidisciplinary experts combine advanced analytics with community-centered planning to design streets that work for all users - whether walking, cycling, driving, or using transit. From developing data-driven prioritization tools to implementing rapid-delivery pilot projects, we partner with agencies to create customized solutions that reflect each community's unique culture and goals. Our holistic approach integrates transportation planning with land use, public health, and sustainability objectives to enhance quality of life and access to opportunity for everyone.

HDR's Orlando office staff has collectively worked on dozens on similar multimodal projects in Central Florida, as well as around the United States. Our expertise ranges from city, region, and area-wide master plans to specific intersection and corridor concepts and designs. We have broad experience across all aspects of the proposed scope of work including biking and walking network planning and improvements; policy and plan development; public and stakeholder engagement; crash analyses; and trail planning, prioritization, concepts, feasibility, and design. All our multimodal planning and design work

focuses on enhancing the environment for people walking, biking, or rolling, (or desiring to) by planning and designing improvements to make conditions and facilities safer, more comfortable, and more welcoming. A sample of our similar projects work experience includes:

- City of Orlando Bicycle Plan
- Volusia Flagler Transportation Planning Organization (TPO), Bicycle & Pedestrian Feasibility Studies
- Forward Pinellas Active Transportation Plan
- Okaloosa-Walton TPO Bicycle & Pedestrian Plan Update
- Connecticut DOT Active Transportation Plan
- Groundworks Jacksonville, Emerald Trail PD&E Study & Preliminary Design
- City of Orange City Trails Plan
- City of Orlando Southwest Orlando Bike/Pedestrian Study
- Osceola County Lake Toho Water Restoration Pond Trail and Bill Johnston Park Design Services
- City of Orlando Edgewater Drive Complete Streets Concept Development and Final Design
- Rapid City (SD) Area Metropolitan Planning Organization (MPO) Bike & Pedestrian Master Plan Update
- Corpus Christi (TX) MPO Strategic Plan for Active Transportation, Bicycle Mobility Element
- FDOT Central Office, Bicycle & Pedestrian Practitioners Guidebook
- FDOT District 1 Bicycle & Pedestrian Priority Corridors
- FDOT District 2 Bike/Ped Gap Study
- City of Austin (TX) Congress Avenue Urban Design Initiative
- City of Cleveland (OH) Superior Midway Cycle Track Design
- City of Sandy Springs (GA) Bicycle, Pedestrian and Trail Plan
- City of West Sacramento (CA) Bicycle, Pedestrian and Trail Plan
- City of Orlando Bicycle Beltway Downtown Gap Study and Final Design
- City of Orlando Main Streets Pedestrian/Bicycle Study
- Orange County Pedestrian and Bicycle Safety Action Plan
- Orange County Complete Streets Policy & Implementation Plan
- Osceola County Trail Network and Neptune Road Trail Advancement
- City of Orlando Downtown Connector Trail Final Design
- Seminole County Rolling Hills Area Corridor Study and Final Design
- Capital Region Transportation Planning Agency (TPA), Jefferson County Bicycle and Pedestrian Master Plan
- MetroPlan Orlando Silver Star Road Complete Streets Study
- City of Altamonte Springs SunRail Station to Seminole Wekiva Trail Feasibility Study
- City of Altamonte Springs Spring Oaks Boulevard Speed Management Pilot Design
- City of Altamonte Springs Hermits Trail Sidewalk Design
- Lake-Sumter MPO East Avenue Complete Streets Corridor Study

- Lake-Sumter MPO Safe Schools Access Transportation Study
- Greater Orlando Aviation Authority, Orlando International Airport Bicycle Master Plan
- FDOT District 5 Black Bear & North Lake Trail Corridor Planning Studies
- City of Orlando Primary Bicycle Routes Study
- City of Pittsburgh (PA) Strip District Transportation and Land Use Plan
- City of Charlotte (NC) Uptown Cycle Track Feasibility Study
- Florida-Alabama TPO Bicycle & Pedestrian Plan
- Bay County TPO Bicycle & Pedestrian Plan
- City of Athens (GA) Bicycle Master Plan
- Bike/Walk Central Florida, Bicycle Friendly Community Applications (for Cities of Winter Park and Maitland)
- City of Winston-Salem (NC) Cloverdale Avenue Pedestrian Design Study
- City of Minneapolis (MN) Central Avenue Bicycle Study
- City of Leavenworth (KS) Trail Master Plan
- FDOT District 6, SR 907/Alton Road Bicycle Lane Study
- Miami-Dade TPO, Traffic Calming for Pedestrians at Miami Dade College Wolfson Campus

The Scope of Services for the Ormond Beach Multi-Modal Trails Plan 2026-2036 includes extensive public input, including board meetings, a survey, public meetings, and City Commission input to plan for future capital projects and grant opportunities. The Scope of Services is expected to take one year from the notice to proceed.

HDR staff are available to meet with you at your convenience to discuss the Scope of Services for the Ormond Beach Multi-Modal Trails Plan 2026-2036 to answer any questions that city staff may have. Thank you again for this opportunity to be of service, and we look forward to working with the City of Ormond Beach in creating a multi-modal trails plan.

Sincerely,
HDR ENGINEERING, INC.

Jeffrey B. Arms
Vice President

Melissa Porcaro, AICP
Project Manager

C: Todd Bettger, Matt Wiesenfeld, Jamie Krzeminski (HDR); HDR Accounting Department

hdrinc.com

315 East Robinson Street, Suite 400, Orlando, FL 32801-1949
(407) 420-4200

CAPITAL PROJECT DETAIL

PROJECT TITLE

Multi-modal Trails Plan

PROJECT#

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Citywide

MANAGEMENT

Engineering & Planning

PROJECT SCOPE

JUSTIFICATION

The previous Citywide Bike & Pedestrian Master Plan was completed in 2016. Nearly all of the projects have been completed or are in process. This project would help identify additional connectivity needs, timelines, and costs. One of the top priorities of this project would the trail between S Beach to A1A.

PROJECT COST METHODOLOGY

EXPENDITURE	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Master Plan	250,000	0	0	0	0	250,000
Total	250,000	0	0	0	0	250,000

REVENUE	2025-26	2026-27	2027-28	2028-29	2029-30	Total 2025-26 to 2029-30
Transportation Fund	250,000	0	0	0	0	250,000
Total	250,000	0	0	0	0	250,000

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.L.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Additional Work - Andy Romano Beachfront Park Seawall and ADA Ramp Reconstruction		
Recommended Action	Staff recommends approval of the additional work in the amount of $101,947.04 to the ARBP Seawall and ADA Ramp Reconstruction Project.		
Strategic Goal	Quality of Life - Recognized as a leader in Parks & Recreation through the offering of diverse, high-quality parks and natural spaces.		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

On January 20, 2026, the City awarded a contract to Construct Co Inc. for the Andy Romano Beachfront Park (ARBP) Seawall and ADA Ramp Reconstruction project (Bid No. 2025-03; Res. No. 2026-03) in the amount of $2,279,065. The seawall and ramp were damaged by hurricanes Nicole and Ian, respectively, and the City expects to receive reimbursement of 87.5% of the repair costs from FEMA and the State of Florida.

Zev Cohen & Associates assisted the City with the design and permitting of the reconstruction project. At the time of the bid award to Construct Co Inc., several items were identified requiring modifications to the plans. The additional items, as requested by the City's building department, include additional handrails, pavers, concrete work, and a lengthening of the ADA-accessible ramp beyond what was originally bid. Due to deadlines put in place by FEMA and the State of Florida, City staff recommended awarding the base bid amount of $2,279,065, with the understanding an additional work request would be submitted once Construct Co Inc. was able to provide pricing for the additional items.

Construct Co Inc. provided a proposal of $101,947.04 for the additional items. Staff recommends approval of the additional work and authorization for the contractor to proceed.

- Original Contract Amount - $2,279,065
- Additional Work - $101,947.04

- Revised Total - $2,381,012.04

Financial Impact

The cost of the additional work is $101,947.04, a 4.5% increase over the original contract amount of $2,279,065. Approval of this item will require a budget amendment to allocate funding to Fund 301- General Capital Improvement.

Citizen Impact

The additional work will have minimal impact on the citizens and will allow us to complete the project to code.

Attachments

1. 26-81 Andy Romano Seawall-Add Work-Construct Co (P26-0064G)
2. Additional Work Order 1
3. Proposal - Additional Work 1

RESOLUTION NO. 2026-81

A RESOLUTION AUTHORIZING THE EXECUTION OF ADDITIONAL WORK NO. 1 TO THAT CONTRACT AWARDED TO CONSTRUCT CO., INC. REGARDING THE ANDY ROMANO BEACHFRONT PARK SEAWALL RECONSTRUCTION PROJECT, BY INCREASING THE CONTRACT PRICE BY $101,947.04; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute Additional Work No. 1 to that Contract between the City and Construct Co., Inc. as authorized by Resolution No. 2026-03 for the purpose of lengthening the ADA ramp, adding additional handrails and relocating a light pole. The said Additional Work No. 1, a copy of which is attached hereto and incorporated herein by reference, increases the Contract Price by $101,947.04 (from $2,279,065.00 to $2,381,012.04).

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

APPROVED AND AUTHENTICATED this 9th day of June, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

ADDITIONAL WORK
No. 1

PROJECT: ARBP Seawall & ADA Ramp Reconstruction **Date Issued: 06/09/2026**

BID NUMBER: 2025-03

CITY OF ORMOND BEACH	**CONTRACTOR**	**ENGINEER**
22 South Beach Street	Construct Co Inc.	Zev Cohen & Associates, Inc.
Ormond Beach, FL 32174	PO Box 5336488	300 Interchange Blvd., Suite C
	Orlando, FL 32853	Ormond Beach, FL 32174

You are directed to make the following changes to the Contract Documents:

Increase the Contract Price from $2,279,065.00 to $2,381,012.04.

Description: Changes to the original scope to include addition of 368 linear feet of handrails, relocation of an existing light pole, and redesign of the ADA ramp causing an increase of 5 cubic yards of paver area.

CHANGE IN CONTRACT PRICE

Original Contract Price:	$2,279,065.00
Previous Changes:	None
Contract Price Prior to This Change:	$2,279,065.00
Net Increase of This Change:	$101,947.04
Contract Price with all Changes:	**$2,381,012.04**

CHANGE IN CONTRACT TIME

Notice to Proceed		02/21/2026
Original Contract Time		
Substantial Completion	180 days	
Final Completion	220 days	
Previous Changes	None	
Contract Time Prior to This Change		
Substantial Completion	180 days	
Final Completion	220 days	
Increase of This Change	0 days	
Contract Time with all Changes		
Substantial Completion	**180 days**	**08/20/2026**
Final Completion	**220 days**	**09/29/2026**

CITY OF ORMOND BEACH

RECOMMENDED:

by: _____
Shawn Finley, P.E.
Assistant City Manager

APPROVED:

by: _____
Jason Leslie, Mayor

attest: _____
Joyce A. Shanahan, City Manager

APPROVED:

by: _____
Construct Co Inc.

_____
Title

_____
Printed Name

CONSTRUCT CO.

Change Order - Plan Revisions

April 30, 2026, rev 05-26-26

TO: Jason Salatto, jsalatto@zevcohen.com
Zev Cohen

Project Location: Andy Romano Beachfront Park

This proposal includes all costs associated with the plan revisions outlined in the November 7, 2025 summary (attached). A detailed cost breakdown for each item is provided on the following pages.

Item #	Description	Value Subtotal	Bond & Insurance Premium	Additional Days
1	Added page - handrail details	$59,833.73	$1,795.01	2
2	Existing light pole to be relocated	$13,083.68	$392.51	2
3	Ramp redesign & Increased Paver Area	$26,060.30	$781.81	5
4	End of ramp elevation raised 0.0 to 0.60'	$0.00		0
5	Seawall length reduced by .84'	$0.00		0
6	Increased embedment depth	$0.00		0
	Subtotal	**$98,977.71**		**9**
	Bond & Insurance Premium	**$2,969.33**		
	Total	**$101,947.04**		**9**

Approved By:

_____ _____

Owner Representative Date Engineer Representative (if applicable) Date

1 - Added page - handrail details					
Material	**quantity**	**unit**	**unit cost**	**line cost**	**subtotal**
Handrail increase (551-183)	368.00	LF	$ 133.13	$ 48,991.84	$ 48,991.84
Labor, 5 Man Crew	2	DAY	$2,701.23		$5,402.46
Subtotal					**$54,394.30**
Allowable Markup	10.0%				$5,439.43
Subtotal					$59,833.73
Bond & Insurance Premium	3.0%				$1,795.01
Total					**$61,628.74**

2 - Existing light pole to be relocated					
Labor, 2 Man Crew Assist	2	DAY	$1,705.23	$3,410.46	$3,410.46
Subcontractor					
Electrician - Relocate light pole	1	LS	$8,483.79	$ 8,483.79	$ 8,483.79
Subtotal					**$11,894.25**
Allowable Markup	10.0%				$1,189.43
Subtotal					$13,083.68
Bond & Insurance Premium	3.0%				$392.51
Total					**$13,476.19**

3 - Ramp redesign & Increased Paver Area					
Material	**quantity**	**unit**	**unit cost**	**line cost**	**subtotal**
Concrete CY Ramp & Footers, Paver Curb	5.00	CY	$ 314.18	$ 1,570.90	$ 1,570.90
Concrete Reinf, revised footer	1.00	LS	$ 4,494.91	$ 4,494.91	$ 4,494.91
Paver subbase	134	SF	$ 3.20	$ 428.80	$ 428.80
Paver Material	1	PALLET	$ 532.50	$ 532.50	$ 532.50
Ramp Elevation Increase .5'					
Ramp wall adjacent to drive-on entranct reduced 4' to match grade					
Equipment & Fuel				$ -	$ -
Skidsteer	0.25	MO	$3,380.31	$ 845.08	$ 845.08
Plate Compactor reversible	0.25	MO	$1,293.98	$ 323.49	$ 323.49
Conex	0.25	MO	$412.16	$ 103.04	$ 103.04
				$ -	
Fuel	5	DAY	$53.25	$ 266.25	$ 266.25
				$ -	
Labor, 5 Man Crew (footer, paver subbase, paver curb)	5	DAY	$2,701.23	$ 13,506.15	$13,506.15
				$ -	
Subcontractor				$ -	
Paver Installation	134	SF	$12.09	$ 1,620.06	$ 1,620.06
Subtotal					**$23,691.18**
Allowable Markup	10.0%				$2,369.12
Subtotal					$26,060.30
Bond & Insurance Premium	3.0%				$781.81
Total					**$26,842.11**

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

November 7, 2025

RE: Andy Romano
Change Order Notice
ZC 23150

Please accept this letter as a summary of the difference in quantities from city approved plans and Revision 1. Revision 1 being generated from City Building Department comments.

Description of Change	City Approved Plan	Revision 1	Difference
Total handrail (lineal ft)	183’	551’	368’ Additional
a. Handrail w/ infill	Not called out	265’ not called out	N/A
b. Handrail w/o infill	Not called out	286’ Not called out	N/A
Ramp wall length (lineal ft)	217’	217’	No change
Paver Area (sqft)	550	684	134sqft additional
Concrete Area (sqft)	1070	1158	88sqft additional
Handicap Ramp Length	154LF	147.4LF	6.6LF reduction
Handicap Ramp End Elevation	0.0’	0.6’	0.6’ raised
Handrail Material Type	Not Called Out	Aluminum	

Summary by Sheet listed in Change Order Notice received 8/28/2025.

C4 (Handrail Change): Aluminum Handrail Details have been added to this sheet.

C5 (Electrical Change / Light post relocation): Light post installed sometime after 10/2023. This was recognized during a site visit on 7/29/2025. Post will need to be removed and relocated, to be coordinated with Volusia County.

C6 (Wall length Change): Sea wall length reduced from 614.22’ to 613.38’. This was due to ramp redesign.

C7 (Ramp redesign): Ramp has been redesigned to better accommodate handrail and path width requirements.

- Overall length of ramp has been reduced from 154’ to 147.4’.
- While starting grade of ramp remains at 13.2’ ending grade has been increased from 0.0’ to 0.60’.
- Handrails have been depicted to match the details added on sheet C4.
- Ramp and walking path have been “squared off”. Ramp wall length remains the same at 217 LF. Paver and concrete areas have increased slightly.

C8 (Ramp redesign): Sections have been adjusted to match the redesign.

- Sections have been adjusted to match updated ramp design.
- Handrails have been depicted to match the details added on sheet C4.
- Elevation of ramp wall adjacent to the drive-on entrance has been reduced (±4’) to match existing grade and handrail has been added to the top.

C9 (Ramp redesign): Sheet dimensions have been adjusted to match ramp redesign.

C10 (Ramp redesign): Sheet has been updated to show ramp redesign.

C11 (Ramp redesign): Sheet dimensions have been adjusted to match ramp redesign.

HA1 (Paver Change): Required area of pavers has increased due to ramp redesign.

HA2 (Stair Detail Removed): Wooden stair details have been removed and added to the structural plans.

SD1.0 (Panel Detail Length Changed): Plank elevation detail dimension has been corrected from 20.0’ to 31’-10.5”.

SD2.0 (Footing and wall height change): Dimension changes

- Max wall height dimension changed from 5’6”Max to 9’-5”Max.
- Footing width dimension changed 2’-0” to 3’-4” and 2’-8”.

Supplemental Detail 3 (Post embed change, elevation change): 6’ embedment changed to 8’ of embedment

Supplemental Detail 4 (Post Embed change): 6’ embedment changed to 8’ of embedment

Please feel free to call or e-mail me if you have any questions or comments. Thank you for your time and assistance with this project.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.

Jake Stehr, P.L.A.
Landscape Architect

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.M.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Contract Renewal - Council on Aging		
Recommended Action	Staff recommends renewing the agreement with the Council on Aging of Volusia County, Inc. for an additional 3 years.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

This is a request to renew the site agreement with the Council on Aging of Volusia County, Inc., for an additional 3-years. The agreement with the Council on Aging was initially authorized by Resolution No. 2011-114, and has since been renewed per Resolution Numbers 2014-61, 2017-125, 2020-59, and 2023-94. As per the 2011 agreement, the contract may be renewed for additional 3-year periods upon mutual agreement of the parties. The term for this renewal is Oct. 1, 2026 - Sept. 30, 2029.

The Council on Aging provides excellent service to the community through its management and operation of the Senior Center and through its site use of the congregate dining facility at the Senior Center for the "Meals on Wheels" nutrition program. The Council of Aging offers a large variety of recreational programs, classes, senior special events, and educational programs, 5 days a week, Monday - Friday, 8 a.m. - 5 p.m.

Financial Impact

There are funds budgeted in the amount of $31,740 in the General Fund.

Citizen Impact

Renewing the contract with the Council on Aging ensures the City is able to continue to offer high quality programs for the senior residents in the community.

Attachments

1. 26-82 Council on Aging (P26-0058G)
2. Council on Aging renewal (P26-0058G
3. Agreement
4. Insurance Certificate

RESOLUTION NO. 2026-82

A RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL OF LEASE AND USE AGREEMENT BETWEEN THE CITY AND COUNCIL ON AGING OF VOLUSIA COUNTY, INC. FOR THE MANAGEMENT AND OPERATION OF THE ORMOND BEACH SENIOR CENTER; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, for more than fifty years, the Council on Aging of Volusia County, Inc. ("Council on Aging") has provided a range of services to the senior population including in-home services, guardianship, respite care, wellness and nutrition counseling, meal services, and the operation of senior centers and dining centers; and

WHEREAS, the Council on Aging is the only local non-profit agency providing these vital services to the senior population, and

WHEREAS, the Council on Aging is partially funded by the State of Florida Department of Elder Affairs with funds provided by the Community Care for the Elderly, the Older American's Act administered by the Northeast Florida Area Agency on Aging, the State of Florida Department of Children and Families, and the United Way of Volusia-Flagler Counties and the National Services Corps., and

WHEREAS, the city commission of the City of Ormond Beach has determined that the vital services provided by the Council on Aging are quasi-public in nature, and

WHEREAS, the City and Council on Aging have since 2008 entered into agreements for the use of the city's senior center and for the provision of vital services to the senior population, including residents of Ormond Beach, and

WHEREAS, the City and the Council on Aging of Volusia County, Inc. are parties to a Lease and Use Agreement dated August 31, 2011 for the management and operation of the Ormond Beach Senior Center including the operation of a nutrition program, and

WHEREAS, the agreement provides for an option to renew every three years, and the current renewal period will expire on September 30, 2026, and

WHEREAS, the parties desire to exercise the renewal option to renew the agreement for another three years, 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 Renewal of Lease and Use Agreement between the City and the Council on Aging of Volusia County, Inc., a copy of said Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 9th day of June, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

RENEWAL OF LEASE AND USE AGREEMENT
FOR THE ORMOND BEACH SENIOR CENTER

WHEREAS, the **CITY OF ORMOND BEACH**, a Florida municipal corporation, hereinafter referred to as "OWNER", and **COUNCIL ON AGING OF VOLUSIA COUNTY, INC.**, hereinafter referred to as "TENANT", became parties to a certain Agreement for the management and operation of the Senior Center by the Tenant for an initial term of three years effective on October 1, 2011, and

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

WHEREAS, the parties hereby agree to the renew said Agreement for another three years, and

WHEREAS, the parties also agree to an increase in the annual contribution paid by Owner to Tenant, now therefore

1. This Renewal including the recitals set forth hereinabove, is made a material part of the aforesaid Agreement previously executed by the parties.

2. The initial term set forth in Paragraph 3 of the Agreement is hereby renewed for a three-year period of time; and the Agreement shall remain in effect through September 30, 2029, unless otherwise renewed or terminated in accordance with the terms and conditions set forth therein.

3. The annual contribution paid by Owner to Tenant shall be Thirty-One Thousand Seven Hundred and Forty Dollars ($31,740.00).

4. All other terms and conditions set forth in the Agreement previously executed by the parties shall remain the same.

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

DATED this _____ day of _____, 2026.

Witnesses:

CITY OF ORMOND BEACH

_____
Print Name: _____

By: _____
JASON LESLIE
Mayor

_____
Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2026.

Witnesses:

COUNCIL ON AGING OF VOLUSIA COUNTY, INC.

_____ By: _____

Print Name: _____ Print Name: _____

Title: _____

_____ Attest: _____

Print Name: _____ Print Name: _____

Title: _____

RESOLUTION NO. 2023-94

A RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL OF LEASE AND USE AGREEMENT BETWEEN THE CITY AND COUNCIL ON AGING OF VOLUSIA COUNTY, INC. FOR THE MANAGEMENT AND OPERATION OF THE ORMOND BEACH SENIOR CENTER; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, for more than fifty years, the Council on Aging of Volusia County, Inc. ("Council on Aging") has provided a range of services to the senior population including in-home services, guardianship, respite care, wellness and nutrition counseling, meal services, and the operation of senior centers and dining centers; and

WHEREAS, the Council on Aging is the only local non-profit agency providing these vital services to the senior population, and

WHEREAS, the Council on Aging is partially funded by the State of Florida Department of Elder Affairs with funds provided by the Community Care for the Elderly, the Older American's Act administered by the Northeast Florida Area Agency on Aging, the State of Florida Department of Children and Families, and the United Way of Volusia-Flagler Counties and the National Services Corps., and

WHEREAS, the city commission of the City of Ormond Beach has determined that the vital services provided by the Council on Aging are quasi-public in nature, and

WHEREAS, the City and Council on Aging have since 2008 entered into agreements for the use of the city's senior center and for the provision of vital services to the senior population, including residents of Ormond Beach, and

WHEREAS, the City and the Council on Aging of Volusia County, Inc. are parties to a Lease and Use Agreement dated August 31, 2011 for the management and operation of the Ormond Beach Senior Center including the operation of a nutrition program, and

WHEREAS, the agreement provides for an option to renew every three years, and the current renewal period will expire on September 30, 2023, and

WHEREAS, the parties desire to exercise the renewal option to renew the agreement for another three years, 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 Renewal of Lease and Use Agreement between the City and the Council on Aging of Volusia County, Inc., a copy of said Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 18th day of July, 2023.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

CITY OF ORMOND BEACH FLORIDA

RENEWAL OF LEASE AND USE AGREEMENT FOR THE ORMOND BEACH SENIOR CENTER

WHEREAS, the **CITY OF ORMOND BEACH**, a Florida municipal corporation, hereinafter referred to as "OWNER", and **COUNCIL ON AGING OF VOLUSIA COUNTY, INC.**, hereinafter referred to as "TENANT", became parties to a certain Agreement for the management and operation of the Senior Center by the Tenant for an initial term of three years effective on October 1, 2011, and

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

WHEREAS, the parties hereby agree to the renew said Agreement for another three years, and

WHEREAS, the parties also agree to an increase in the annual contribution paid by Owner to Tenant, now therefore

1. This Renewal including the recitals set forth hereinabove, is made a material part of the aforesaid Agreement previously executed by the parties.

2. The initial term set forth in Paragraph 3 of the Agreement is hereby renewed for a three-year period of time; and the Agreement shall remain in effect through September 30, 2026, unless otherwise renewed or terminated in accordance with the terms and conditions set forth therein.

3. The annual contribution paid by Owner to Tenant shall be Thirty-One Thousand Seven Hundred and Forty Dollars ($31,740.00).

4. All other terms and conditions set forth in the Agreement previously executed by the parties shall remain the same.

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

DATED this 18 day of July, 2023.

Witnesses:

Print Name: Taylor Lochert

Print Name: Lia Miscrale

CITY OF ORMOND BEACH

By: Bill Partington
BILL PARTINGTON
Mayor

By:
JOYCE SHANAHAN
City Manager

DATED this 28th day of June, 2023.

Witnesses:

Connie Palzin

Print Name: Connie Palzin

Donna Dehl

Print Name: DONNA DEHL

COUNCIL ON AGING OF VOLUSIA COUNTY, INC.

By: Teri D Karol

Print Name: Teri D. Karol

Title: Co-Executive Director

Attest: Cheryl Shaw

Print Name: CHERYL SHAW

Title: DIRECTOR OF HUMAN RESOURCES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/28/2026

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: Rachel Hatton
Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	PHONE (A/C, No, Ext): (386) 239-5785 FAX (A/C, No): E-MAIL ADDRESS: Rachel.Hatton@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne Elite Insurance Company	42803
INSURER B : Wesco Insurance Company	25011
INSURER C : GuideOne Insurance Company	15032
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
COUNCIL ON AGING OF VOLUSIA COUNTY, INC.
420 FENTRESS BOULEVARD
DAYTONA BEACH FL 32114

COVERAGES **CERTIFICATE NUMBER:** 25-26/26-27 **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 [X] PROF LIAB-$1 MILL/$3 MILL [X] SEXUAL ABUSE-$1 MILL/$3 MILL GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			01-0041-544	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $1 MILL/$3 MILL
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			01-0041-545	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 2,500			01-0041-546	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WWC3851125	04/01/2026	04/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	CRIME			01-0041-544	10/01/2025	10/01/2026	EMPLOYEE THEFT DEDUCTIBLE	$500,000 $5,000

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

CERTIFICATE HOLDER IS ADDITIONAL INSURED ON THE GENERAL LIABILTY.

CERTIFICATE HOLDER

CITY OF ORMOND BEACH
22 S. BEACH STREET
ORMOND BEACH FL 32174

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Other Named Insureds	
COA Homecare,LLC dba COA in Home Services	Additional Named Insured
Living Gifts Foundation of the Council on Aging	Additional Named Insured

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City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.N.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	95 South Saint Andrews Drive, Partial Easement Release		
Recommended Action	The Site Plan Review Committee recommends the City Commission APPROVE a partial drainage and utility easement release in the rear yard of the property located at 95 South Saint Andrews Drive.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is a request submitted by Leslie Jantzen, property owner of 95 South Saint Andrews Drive, for a partial drainage and utility easement release totaling approximately 850 square feet in the rear yard.

The subject property is lot 102 of the Tomoka Oaks, Unit 7-A, plat, and includes a 15-foot drainage and utility easement along the rear property line. The remainder of the drainage and utility easement would not be impacted. As part of the easement release request, the property owner has provided letters of no objection from the potentially affected utility providers, including Florida Power & Light (FPL), Spectrum (Charter Communications), TECO, and AT&T.

The Site Plan Review Committee has reviewed the proposed easement vacation and recommended approval without objection.

Financial Impact

None

Citizen Impact

There is no citizen impact from this partial easement release request.

Attachments

1. 26-83 95 South St. Andrews Dr. Partial Easement Release (P26-0063G)
2. QUITCLAIM DEED - 95 South St. Andrews Dr. Partial Easement Release (P26-0063G)
3. 95 SSAD, Location map
4. 95 SSAD, Letters of No Objection
5. Orginial Plat, MB 34 Page 163, See Note 4

RESOLUTION NO. 2026-83

A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF LESLIE E. JANTZEN, A PORTION OF A FIFTEEN-FOOT (15.0') DRAINGE AND UTILITY EASEMENT LOCATED ALONG THE REAR PROPERTY LINE OF LOT 102, TOMOKA OAKS UNIT 7A (95 SOUTH SAINT ANDREWS DRIVE); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute that Quitclaim Deed in favor of Leslie E. Jantzen, a copy of which is attached hereto and incorporated herein by reference, for the purpose of releasing a ten foot (10') portion of the fifteen-foot (15.0') drainage and utility easement along the rear of the property described therein for drainage and utility purposes, said property being commonly located at 95 South Saint Andrews Drive, Volusia County Parcel ID Number 3242-23-00-1020.

SECTION TWO. The City Clerk is hereby directed to record a certified copy of this Resolution and the executed Quitclaim Deed in the public records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED this 9th day of June, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:
ANN-MARGRET EMERY, ESQUIRE
Florida Bar. No 881546
P.O. Box 277
Ormond Beach, FL 32175-0277
689-285-5936

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this ____ day of June 2026, by the **CITY OF ORMOND BEACH**, a Florida municipal corporation, whose post office address is 22 South Beach Street, Ormond Beach, Florida 32174 ("the Grantor"), to **LESLIE E. JANTZEN,** whose post office address is 95 South Saint Andrews Drive, Volusia County, Ormond Beach, Florida 32174 ("the Grantee"):

WHEREAS, the Grantee is the owner of certain land by virtue of that Quitclaim Deed dated November 17, 2025 and recorded at Book 8780, Page 2488 of the Public Records of Volusia County, Florida, said land being legally described within as follows: "LOT 102, TOMOKA OAKS, UNIT 7-A, ACCORDING TO MAP THEREOF AS RECORDED IN MAP BOOK 34, PAGES 162-164, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA".

WITNESSETH, that the Grantor, for and in consideration of the sum of $10.00, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantees forever, all of the right, title, interest, claim and demand which the Grantor has in and to the rear yard drainage and utility easement of that real property described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (95 South Saint Andrews Drive, Ormond Beach, Volusia County, Florida [Parcel ID # 3242-23-00-1020]).

THE PURPOSE OF THIS QUITCLAIM DEED IS TO RELEASE ANY INTEREST WHICH THE CITY OF ORMOND BEACH MAY HAVE IN AND TO THE USE OF THE AFOREDESCRIBED REAL PROPERTY FOR TEN (10.0') FEET OF THE FIFTEEN (15.0') FOOT DRAINAGE AND UTILITY EASEMENT AT THE REAR OF THE PROPERTY.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and in presence of:

_____

Print Name: _____

_____

Print Name: _____

CITY OF ORMOND BEACH, a Florida municipal corporation **delivered**

By: _____

JASON LESLIE, Mayor
22 South Beach Street
Ormond Beach, FL 32174

Attest: _____

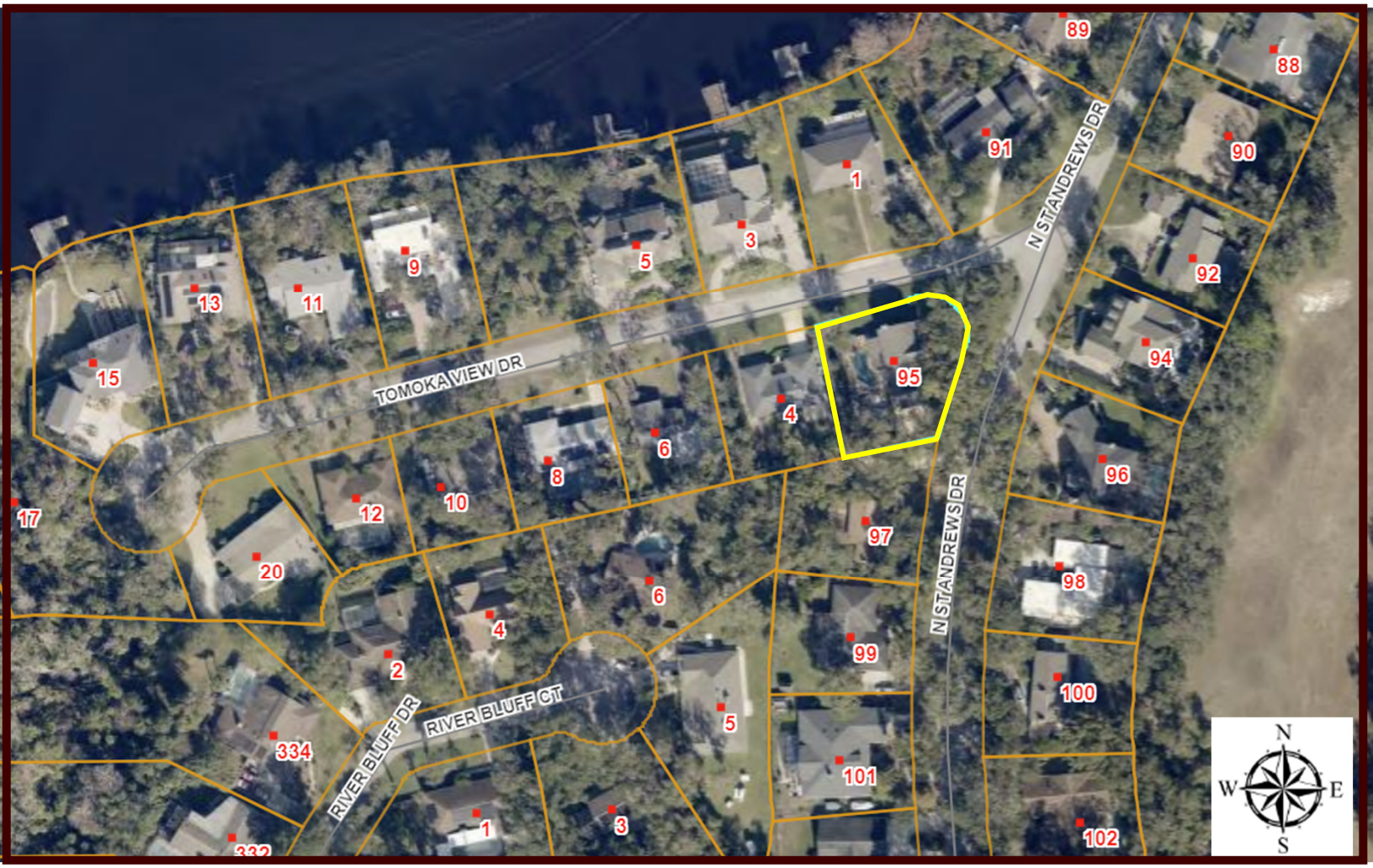
JOYCE A. SHANAHAN, City Manager
22 South Beach Street
Ormond Beach, FL 32174

STATE OF FLORIDA)
)ss:
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this _____ day of June, 2026, by **JASON LESLIE** and **JOYCE A. SHANAHAN**, as the Mayor and the City Manager, respectively, of the City of Ormond Beach who are personally known to me.

_____
NOTARY PUBLIC State of Florida-at-large
Official Seal:

Aerial location map
95 South Saint Andrews Drive



Florida Power & Light Company, 2626 W First Street, Sanford, FL 32771
Phone: 386-322-3428, Fax: 386-322-3444

April 6, 2026

Leslie Jantzen
95 South St. Andrews Drive
Ormond Beach, FL, 32174

Dear Leslie Jantzen,

This letter is in response to your request for the release of a platted utility easement.

In meeting with your request, FPL has no objection to releasing our rights in the platted utility easement known as "Tomoka Oaks Unit 7-A " in Plat Book 36, Page 162-164 of the Public records of Volusia County .

The release is restricted to the following description:
A portion of Lot 102 Tomoka Oaks Unit 7-A, Map book 36 pages 162-164 inclusive, of the Public Records of Volusia Country, Florida being described as follows: Commencing at the northwesterly corner of said Lot 102; thence S 25 degrees 34 feet 18 inches E along Lot 102's westerly line a distance of 5 feet thence departing said line N 64 degrees 25 feet 42 inches E parallel with Lot 102's northerly line a distance of 7.5 ft to the Point of Beginning; thence continue N 64 degrees 25 feet 42 inches E parrael with said northerly line a distance of 85 ft thence S 25degrees 34 feet 18 inches E, parrael with Lot 102's easterly line a distance of 10 feet; thence S 64 degrees 25 feet 42 inches W parrael with said northerly line distance 85 ft thence N 25 degrees 34 feet 28 inches W parrael with Lot 102 westerly line a distance of 10 feet to the beginning. The described parcel contains 850 square feet.

Parcel ID Number: 324223001020

Should you have any questions or concerns, please do not hesitate to contact
Elizabeth Nogues at 407-328-1899.

Sincerely,

Nicholas Rockefeller
Engineering Lead

Mike Snow
Project Manager/CAD Draftsman
BPF Design, Inc.
Ph: (386) 257-0502 ext. 228

RE: 95 S St. Andrews Dr, Ormond Beach, FL

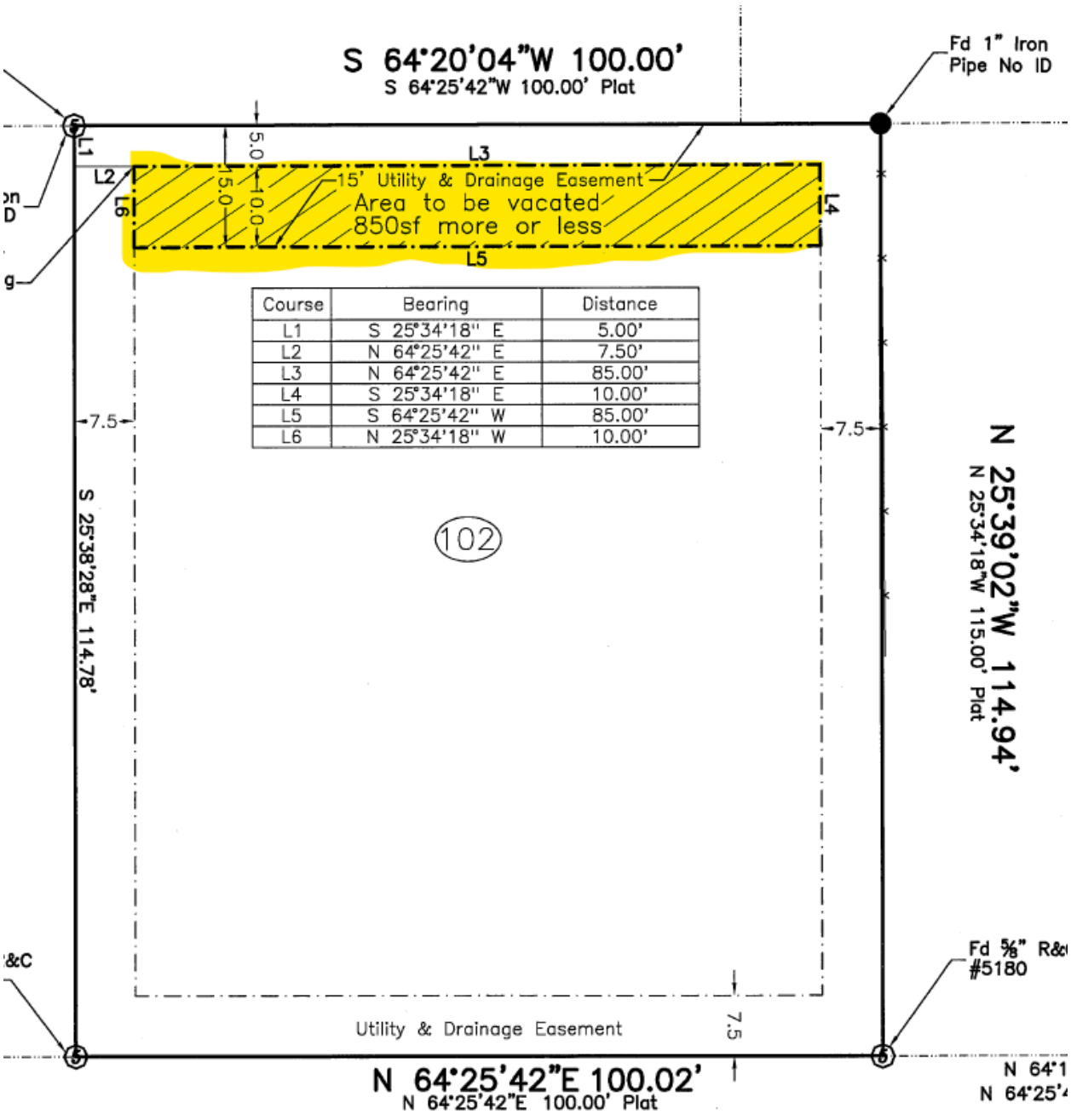
April 14, 2026

This is a “Letter of No Objection” to the requested vacation of easement in the highlighted area in Exhibit A located in the City of Ormond Beach in Volusia County. Please accept this letter as notification.

Sincerely,

Jacob Brooks

Jacob Brooks
AT&T Engineer
268 N Ridgewood Ave
Daytona Beach, FL 32114
c. (386) 843-0316


S 64°20'04"W 100.00'
S 64°25'42"W 100.00' Plat
Fd 1" Iron Pipe No ID
5.0
15.0
10.0
L1
L2
L3
L4
L5
L6
15' Utility & Drainage Easement
Area to be vacated
850sf more or less
Course | Bearing | Distance
L1 | S 25°34'18" E | 5.00'
L2 | N 64°25'42" E | 7.50'
L3 | N 64°25'42" E | 85.00'
L4 | S 25°34'18" E | 10.00'
L5 | S 64°25'42" W | 85.00'
L6 | N 25°34'18" W | 10.00'
7.5
7.5
S 25°38'28"E 114.78'
N 25°39'02"W 114.94'
N 25°34'18"W 115.00' Plat
102
Utility & Drainage Easement
7.5
N 64°25'42"E 100.02'
N 64°25'42"E 100.00' Plat
Fd ⅝" R&
#5180
N 64°1
N 64°25'
South St. Andrews Drive
50' R/W Plat
20' Wide Asphalt Pavement

Tim Haynes
Supervisor, Construction
Field Ops

April 7th, 2026

Leslie Jantzen
95 South St. Andrews Drive
ORMOND BEACH 32174

RE: PROPOSED VACATION OF A PORTION OF RIGHT OF WAY OF PARCEL 324223001020.

BEGINNING FROM THE NORTHWEST PROPERTY BOUNDRY OF PARCEL 324223001020 TO THE NOTHEAST PROPERTY BOUNDRY, A DISTANCE OF 100 FEET, AND EXTENDING SOTHEASTERLY FOR A DISTANCE OF 15 FEET. A TOTAL OF 150 FEET MORE OR LESS.

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has **"no objection"** to the vacation of the Right of Way easement in the above paragraph, excluding the: existing coaxial cables and equipment located in the utility easement.

If you have any questions regarding this, please contact me.

Sincerely,

Tim Haynes
Charter Spectrum
Construction Supervisor
(386) 414-5078

1655 State Road 472 Deland , Fl. 32724 T (386) 414-5078 Timothy.Haynesii@charter.com

March 31, 2026

To: Leslie Jantzen
95 South Andrews Drive
Ormond Beach, FL 32174
386-631-4300

Re: Vacate of Easement
Address: 95 S St Andrews Dr, Ormond Beach , FL,32174

To Whom It May Concern,

Thank you for contacting Peoples Gas System, Inc. ("PGS") regarding the vacate of easement at the above referenced location. After reviewing the documents provided, PGS has NO objection to this request. PGS does not have any active facilities in this specified area.

If you have further questions, please do not hesitate to call.

Sincerely,

Briana Velez
Peoples Gas Systems- Engineering
8416 Palm River Rd, Tampa Fl 33619
Office: (813)275-3700 ext:53700
Cell: (813)460-2040

TOMOKA OAKS UNIT 7-A
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK 34 PAGE 163

NOTES:

1.) ⊡ Denotes Permanent Reference Monuments (4"x4" Concrete W/ Brass Disc) Stamped #2048 Unless otherwise noted.

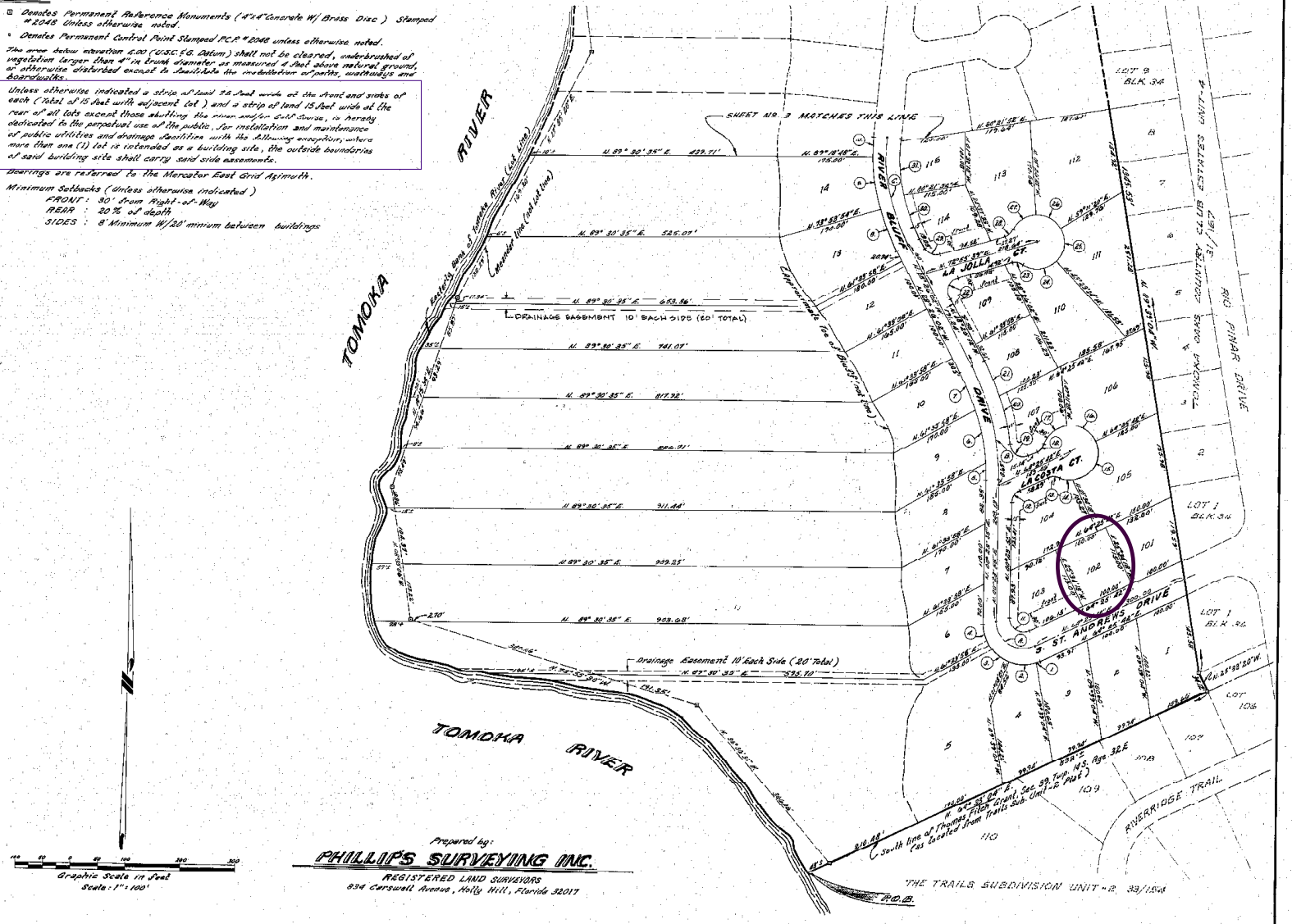
2.) ◦ Denotes Permanent Control Point Stamped P.C.P. #2048 unless otherwise noted.

3.) The area below elevation 6.00 (U.S.C.&G. Datum) shall not be cleared, underbrushed of vegetation larger than 4" in trunk diameter as measured 4 feet above natural ground, or otherwise disturbed except to facilitate the installation of paths, walkways and boardwalks.

4.) Unless otherwise indicated a strip of land 7½ feet wide at the front and sides of each (Total of 15 feet with adjacent lot) and a strip of land 15 feet wide at the rear of all lots except those abutting the river and/or Golf Course, is hereby dedicated to the perpetual use of the public, for installation and maintenance of public utilities and drainage facilities with the following exceptions; where more than one (1) lot is intended as a building site, the outside boundaries of said building site shall carry said side easements.

5.) Bearings are referred to the Mercator East Grid Azimuth.

6.) Minimum Setbacks (Unless otherwise indicated)
FRONT : 30' from Right-of-Way
REAR : 20% of depth
SIDES : 8' Minimum W/20' minimum between buildings



Graphic Scale in Feet
Scale: 1" = 100'

Prepared by:
PHILLIP'S SURVEYING INC.
REGISTERED LAND SURVEYORS
934 Cotswold Avenue, Holly Hill, Florida 32017

SHEET NO 2 OF 3 SHEETS

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.O.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Consent to Easement - United States Department of the Army Corps of Engineers, Halifax River Utility Crossing		
Recommended Action	Staff recommends approval of the proposed Consent to Easement with the United States Department of the Army Corps of Engineers (USACE).		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

This item is to execute a Consent to Easement to use USACE Right-of-Way for the Halifax River Utility Crossing project. Since construction is within the Federal right-of-way of the Intracoastal Waterway, a Consent to Easement must be executed by the City and the Federal Government.

The existing wastewater collection transmission system currently utilizes 2 Halifax River forcemain crossings. One of these crossings, located approximately along Granada Blvd, was installed in 1981. The typical life span of utility pipelines is 50 years and 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 before there are any issues.

To aid in meeting Senate bill 64 requirements, the City must install a new reclaimed water main river crossing. Establishing this new connection will reduce pressure loss experienced on the beachside during scheduled irrigation days, enhance staff's ability to reliably serve existing customers, and provide some capacity to expand reclaimed service to additional beachside customers.

Given the nature of these improvements, staff recommends designing and constructing the reclaimed water main crossing and the force main crossing as a single, coordinated project to improve efficiency and reduce overall costs. Staff has negotiated a scope of work with the City's continuing contract engineering consultant, McKim & Creed, to provide design services for both the crossings under 1 project.

Advertisement for bids to construct the Halifax River Utility Crossing project was approved on May 5, 2026, and bid opening will be June 17, 2026.

Financial Impact

None. The overall Halifax River Utility Crossing project is a separate capital improvement item.

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. 26-84 USACE CTE - Halifax River Utility Crossing (P26-0068G)
2. 2. CTE_DACW17-9-26-0032_CITY OF ORMOND BEACH_SAJ-2025-02671
3. 3. EXHIBITS_DACW17-9-26-0032_CITY OF ORMOND BEACH

RESOLUTION NO. 2026-84

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSENT TO EASEMENT AGREEMENT BETWEEN THE CITY AND THE UNITED STATES OF AMERICA DEPARTMENT OF THE ARMY FOR THE HALIFAX RIVER UTILITY CROSSING PROJECT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Department of the Army has issued Permit NO. SAJ-2025-02671 (NWP-BAW) authorizing the City's construction of the Halifax River Utility Crossing Project ("the Project") including the requirement that the City obtain a Consent to Easement Agreement, and

WHEREAS, it is necessary that certain easement rights now owned by the United States Department of the Army be granted to the City of Ormond Beach, Florida, and

WHEREAS, the City's professional staff has determined that said agreement is in the best interest of the City of Ormond Beach and 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 Consent to Easement Agreement with the United States of America, Department of the Army. A copy of said agreement is attached hereto and incorporated herein by reference.

SECTION TWO. A certified copy of this Resolution, and the executed original Consent to Easement Agreement, shall be recorded in the public records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED this 9th day of June, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:
ANN-MARGRET EMERY, ESQUIRE
Florida Bar. No 881546
P.O. Box 277
Ormond Beach, FL 32175-0277
689-285-5936

DEPARTMENT OF THE ARMY
CONSENT TO EASEMENT
TO USE CORPS OF ENGINEERS RIGHT-OF-WAY

Consent No. DACW17-9-26-0032
Project: Intracoastal Waterway,
Jacksonville to Miami
Volusia County, Florida
Tract No(s). 308 & 309

THIS CONSENT TO EASEMENT AGREEMENT, made by and between the **UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY**, hereinafter referred to as the "Government", acting by and through the Real Estate Contracting Officer, Chief, Real Estate Division, hereinafter referred to as "said officer," and **CITY OF ORMOND BEACH**, hereinafter referred to as the "Grantee":

WHEREAS, the Government has acquired a right-of-way easement over the above-numbered tract of land, which easement, by its terms, reserves to the Government, in perpetuity, the right to use said easement for the construction, improvement, and maintenance of the Intracoastal Waterway, Jacksonville to Miami, Volusia County, Florida; and

WHEREAS, the Grantee has requested to construct, use, maintain, control, operate, and repair structures on, across, over, and under a portion of the lands identified as Tract No(s). 308 & 309, Section 15, Township 14 South, Range 32 East, Volusia County, Florida. The general location of which is shown in red on Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the Government has issued Department of the Army Permit No. SAJ-2025-02671 (NWP-BAW) authorizing the Grantee’s construction of the specified structures under certain conditions, including the requirement that the Grantee obtain a Consent to Easement Agreement from the Government.

NOW THEREFORE, this Consent to Easement Agreement is granted and accepted under the following conditions:

1. That construction shall be in accordance with the drawings attached hereto and made a part hereof as Exhibit "B" and to Department of the Army Permit No. SAJ-2025-02671 (NWP-BAW), incorporated herein by reference.

2. That it is understood that this consent is effective only insofar as the property rights of the Government in the land to be occupied are concerned, and that it does not relieve the Grantee from the necessity of obtaining grants from the owners of the fee and/or other interests, therein, nor does it obviate the requirement that the Grantee obtain State or local assent required by law for the activity authorized herein.

3. That any proposed improvements or use authorized herein shall not be commenced until appropriate rights shall have been obtained by the Grantee from the record owners and encumbrances of the fee title to the lands involved, or until the Grantee has obtained all Federal, State, or local permits required by law.

4. That the proposed improvements or use authorized herein shall be consistent with the terms and conditions of this consent; and that any improvements or use not specifically identified and authorized shall constitute a violation of the terms and conditions of this consent which may result in a revocation of this consent and in the institution of such legal proceedings as the Government may consider appropriate, whether or not this consent has been revoked or modified.

5. That the exercise of the privileges hereby consented to shall be without cost or expense to the Government and under the supervision of and subject to the approval of the said officer having immediate jurisdiction over the property and subject to such regulations as he may from time to time prescribe, including, but not limited to, the specific conditions, requirements, and specifications set forth in paragraph 1.

6. That the Grantee shall supervise and maintain the said improvements and cause it to be inspected at reasonable intervals and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said improvements or the making of any repairs thereto, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.

7. That any property of the Government damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the Grantee shall, if so required by said officer and at his option, pay to the Government an amount sufficient to compensate for the loss sustained by the Government by reason of damage to or destruction of Government property.

8. That the Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee, or the persons of Grantee's officers, agents, servants, or employees, or others who may be on said premises at the invitation of the Grantee or the invitation of one of them, arising from Governmental activities on or in the vicinity of the said premises, and the Grantee shall hold the Government harmless from any and all claims.

9. That the Government shall in no case be liable for any damage, either hidden or known, to any improvements herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, or that may result from the future operations undertaken by the Government, and no claim or right to compensation

shall accrue from such damage, and if further operations of the Government require the alteration or removal of any improvements herein authorized, the Grantee shall, upon due notice, from said officer, alter or remove said improvements without expense to the Government and subject to the supervision and approval of the said officer and no claim for damages shall be made against the Government on account of such alterations or removal.

10. That construction and/or operation, maintenance, and use of any improvement's incident to the exercise of the privileges herein granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights nor to endanger lives and safety of the public.

11. That this consent may be terminated by the Government or said officer upon reasonable notice to the Grantee if the Government or said officer shall determine that any improvements or use to which consent is herein granted interferes with the use of said land or any part thereof by the Government, and this consent may be annulled and forfeited by the declaration of the Government or said officer for failure to comply with any or all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.

12. That upon relinquishment, termination, revocation, forfeiture, or annulment of this consent, the Grantee shall vacate the premises, remove all property of the Grantee therefrom, and restore the premises to a condition satisfactory to the said officer. If the Grantee shall fail or neglect to remove the said property and so restore the premises, then at the option of the Government or said officer, the said property shall either become the property of the Government without compensation therefor, or the Government or said officer, may cause it to be removed, and the premises to be so restored at the expense of the Grantee, and no claim for damages against the Government, or its officer or agents, shall be created by or made on account of such removal and restoration.

13. That the Grantee within the limits of his respective legal powers shall comply with all Federal, interstate, State, and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

14. That the Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the District Engineer, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and the site and the material shall be protected by the Grantee from further disturbance until a professional examination of them can be made or until a clearance to proceed is authorized by the District Engineer.

15. That no additional structures shall be constructed waterward of the Government's right-of-way line and that any structures currently within the right-of-way must be

removed by the Grantee, at Grantee's expense, if future needs of the Government so require.

16. That this consent may not be transferred to a third party without the prior written notice to the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and by the transferee's written agreement to comply with and be bound by all the terms and conditions of this consent. In addition, if the Grantee transfers the improvements authorized herein by conveyance of realty, the deed shall reference this consent and the terms and conditions herein and the consent shall be recorded along with the deed in the Registrar of Deeds or with another appropriate official.

This consent is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the Secretary of the Army, this _____, day of _____ 2026.

UNITED STATES OF AMERICA

BY: _____
EMMANUEL J. FREEMAN
Real Estate Contracting Officer
Deputy Chief, Real Estate Division

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Mayor, _____, the day and year aforesaid.

Signed, sealed and delivered in
the presence of two witnesses
required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____
ADDRESS:
_____

_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____
ADDRESS:
_____

_____

CITY OF ORMOND BEACH, FLORIDA,
a Florida municipal corporation

By:_____
Its Mayor

ATTEST:_____
City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

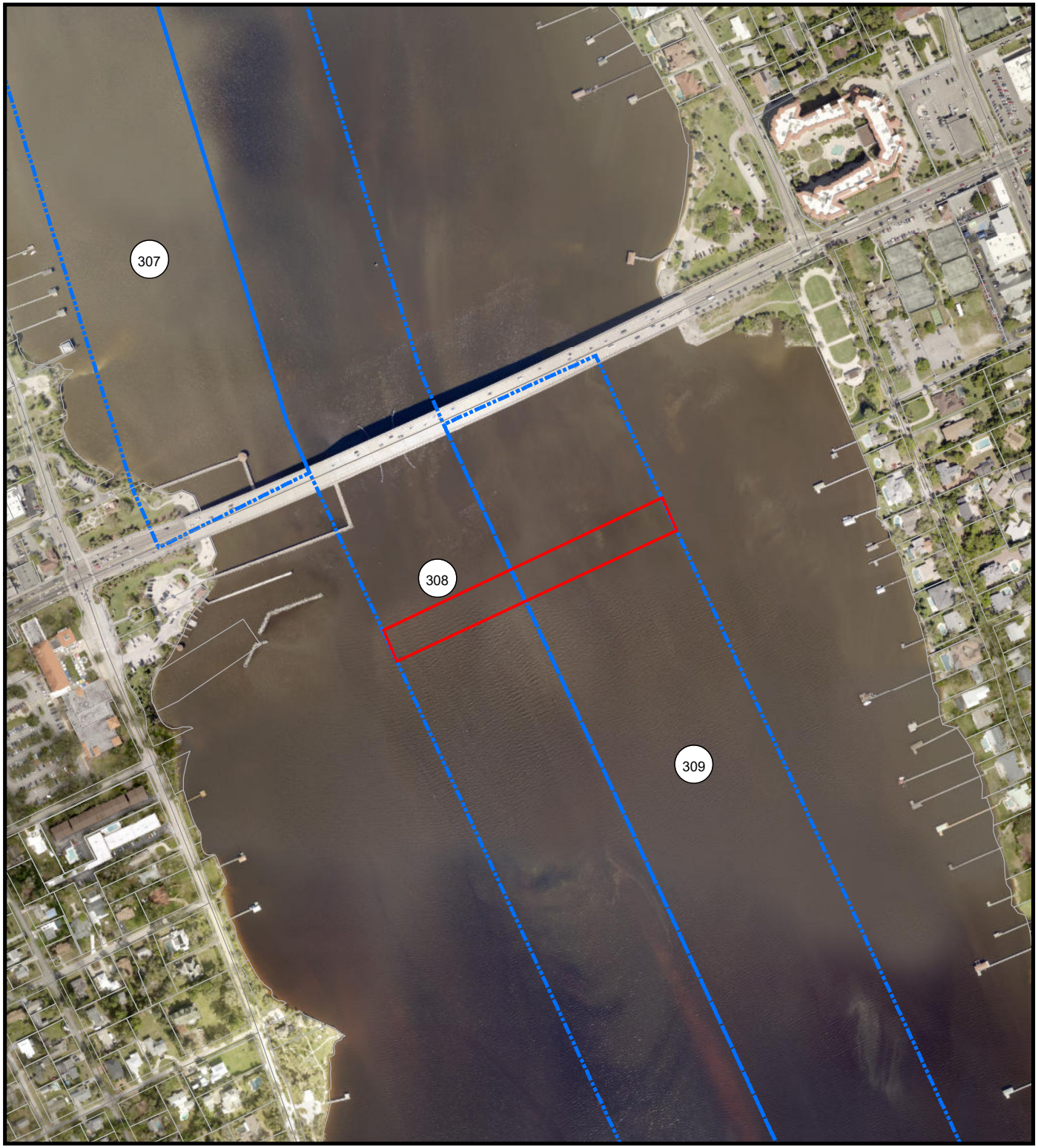


EXHIBIT A

Map for Consent to Easement
Consent No. DACW17-9-26-0032
Permit No. SAJ-2025-02671 (NWP-BAW)
Grantee: City of Ormond Beach
Subaqueous Utility Crossing Halifax River
South of Granada Boulevard Bridge
Ormond Beach, Volusia County, Florida
Section 15 - T 14 S - R 32 E
22 April 2026

Intracoastal Waterway Jacksonville to Miami
Affects Tract No. 308 & 309

Consent Area

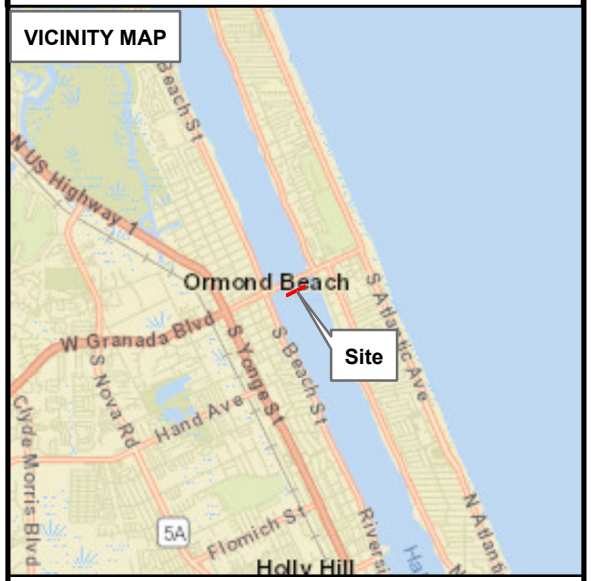
Perpetual R/W Easement

N

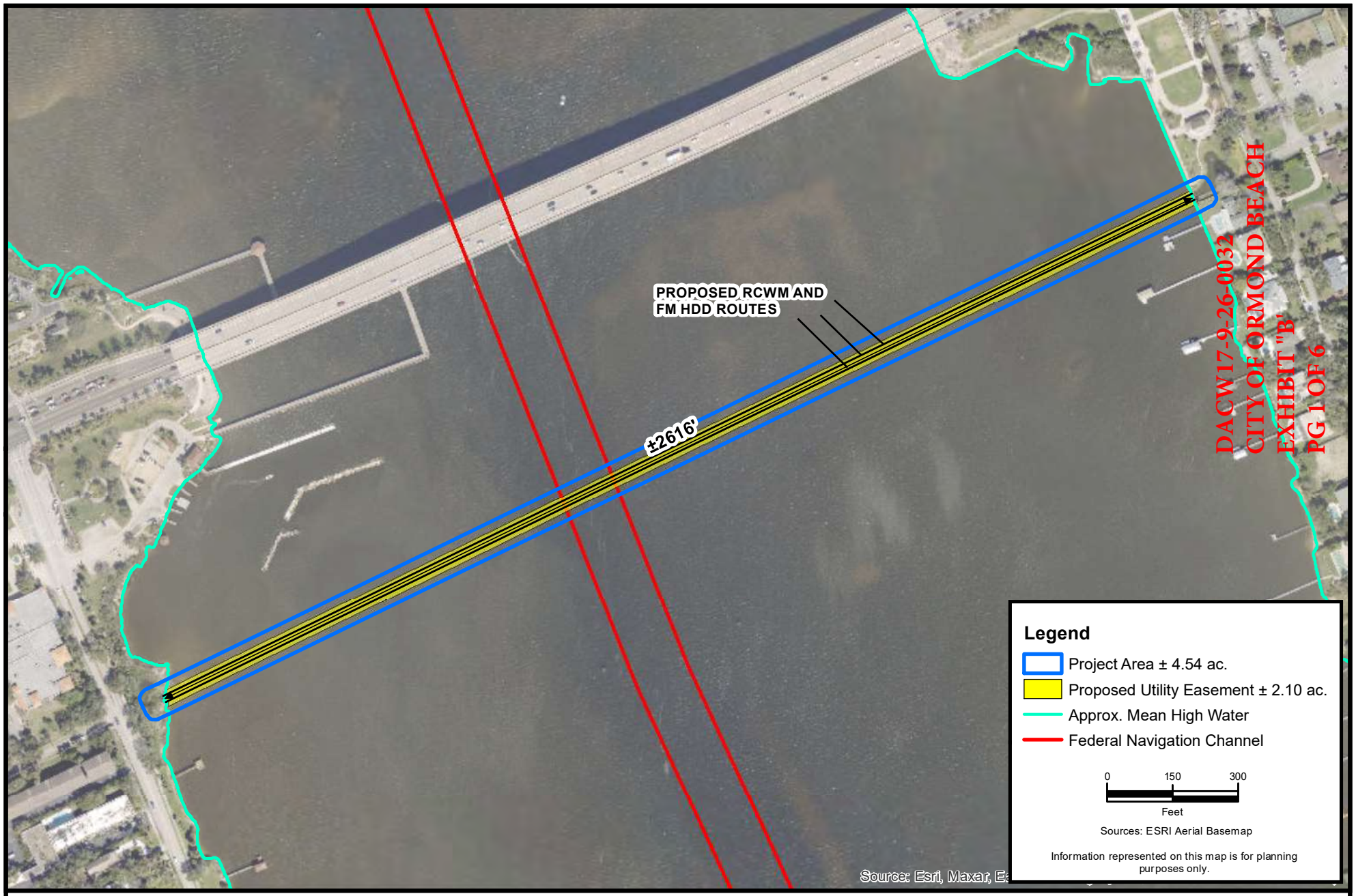
500 250 0 500

Feet

SCALE: 1 INCH = 500 FEET



Prepared by:
Department of the Army
Corps of Engineers
Jacksonville District
Real Estate Division
Technical Services Branch



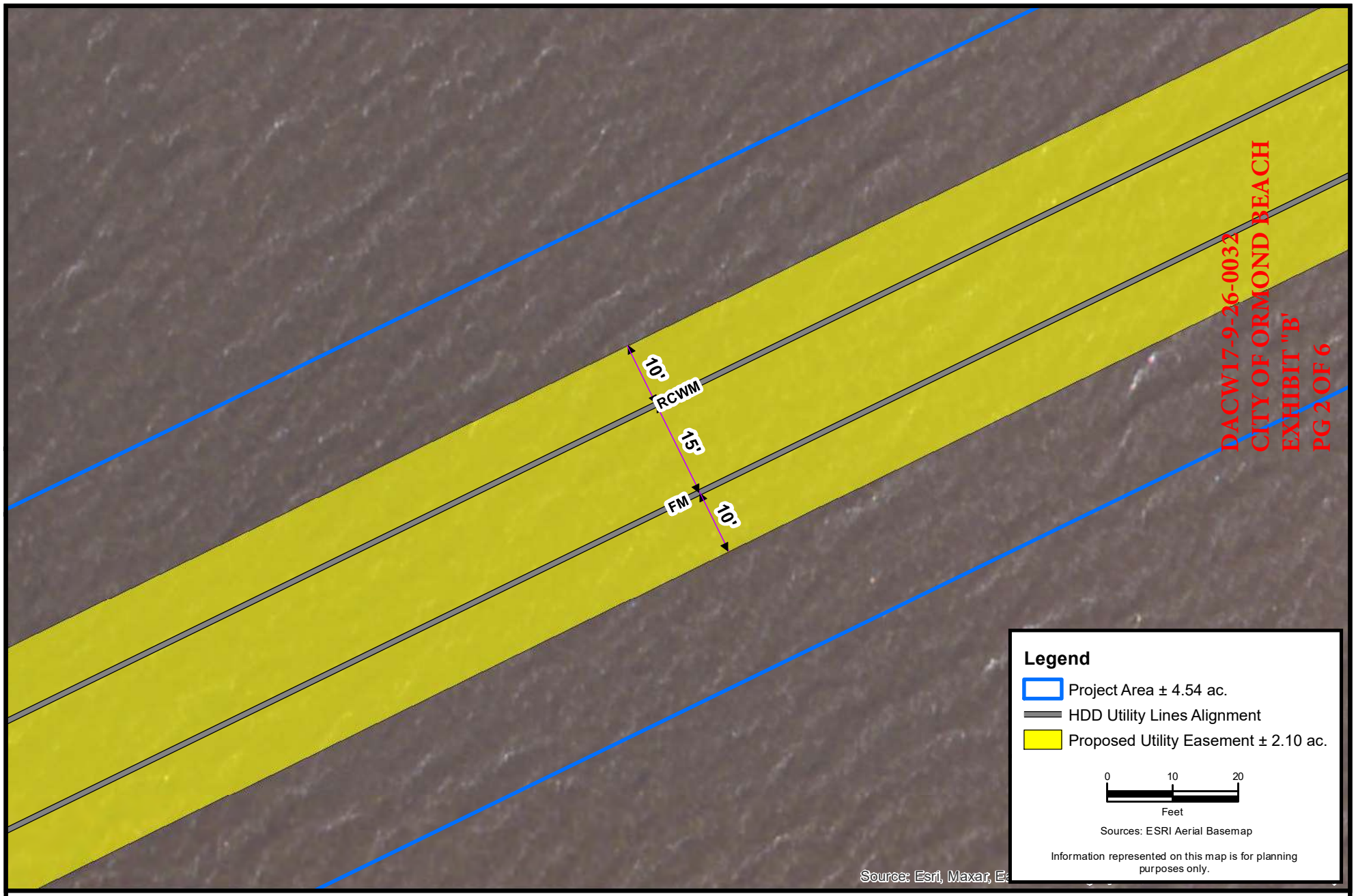
CARTER ENVIRONMENTAL SERVICES, INC.
CES
42 Masters Drive
St. Augustine, FL 32084
904-540-1786
www.carterenv.com

Proposed HDD Utility Crossing

Halifax River Force Main and Reclaimed Water Main

Project:	5.24504	Volusia County, FL	Date: Aug 11 2025

Figure: 3



CARTER ENVIRONMENTAL SERVICES, INC.
CES
42 Masters Drive
St. Augustine, FL 32084
904-540-1786
www.carterenv.com

Proposed HDD Utility Crossing - Detail

Halifax River Force Main and Reclaimed Water Main

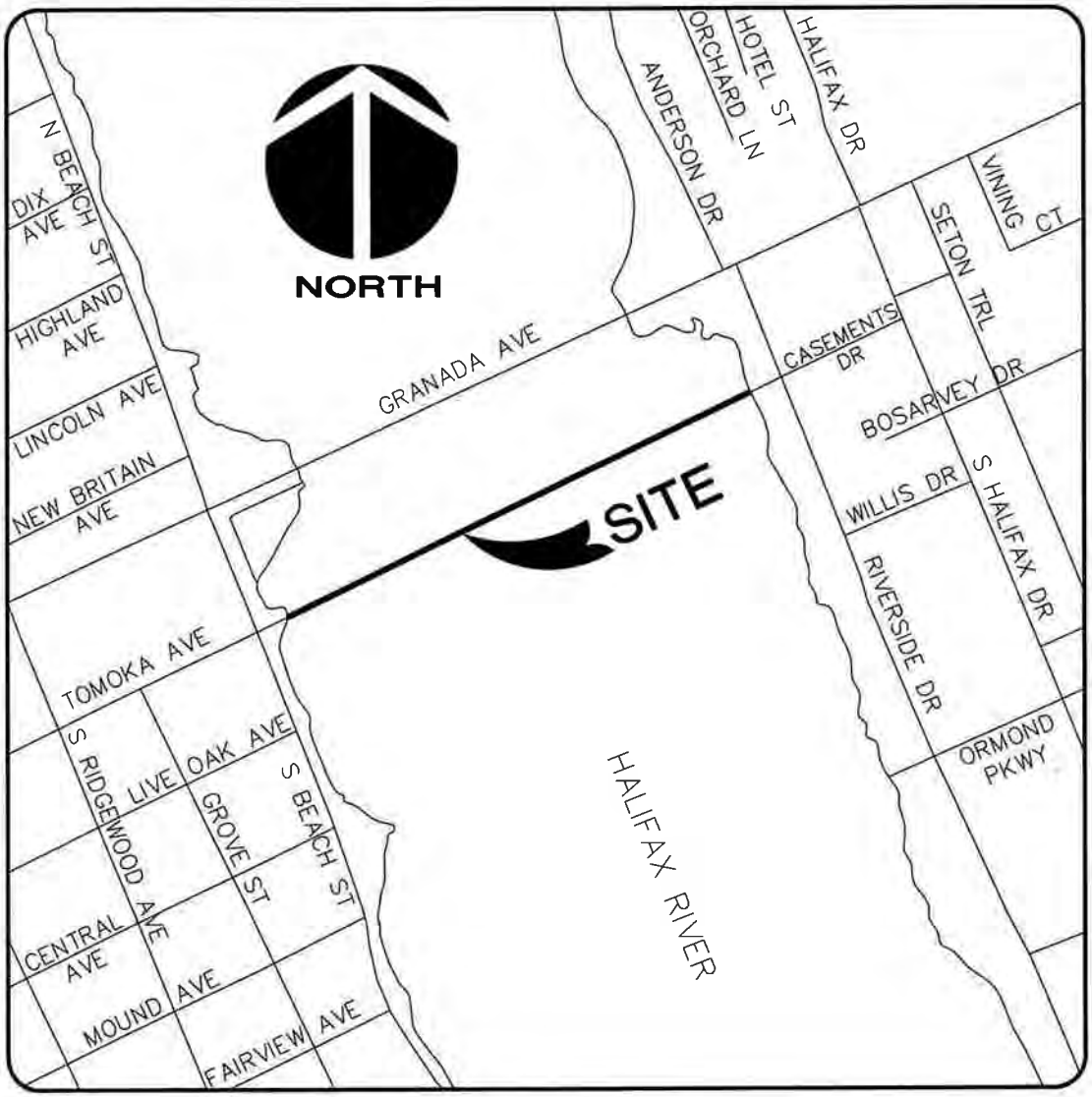
Project:	5.24504	Volusia County, FL	Date: Aug 11 2025

Figure: 4

SKETCH AND DESCRIPTION

(THIS IS A FIELD SURVEY - NOT A BOUNDARY SURVEY)
CITY OF ORMOND BEACH UTILITY CROSSING

DACW17-9-26-0032
CITY OF OR MOND BEACH
EXHIBIT "B'
PG 3 OF 6



VICINITY MAP
(NOT TO SCALE)

THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY. SEE SHEETS 2 THROUGH 4 OF 7 FOR SKETCHES, SEE SHEET 5 OF 7 FOR LINE AND CURVE TABLES, SEE SHEET 6 OF 7 FOR DESCRIPTION AND SHEET 7 OF 7 FOR SURVEYOR'S NOTES.

COPYRIGHT 2025

DATE:	01-30-2025
AD&S NO.	2024-MKC-018
DRAWN	JEX
CHECKED	JJW

SHEET 1 OF 7

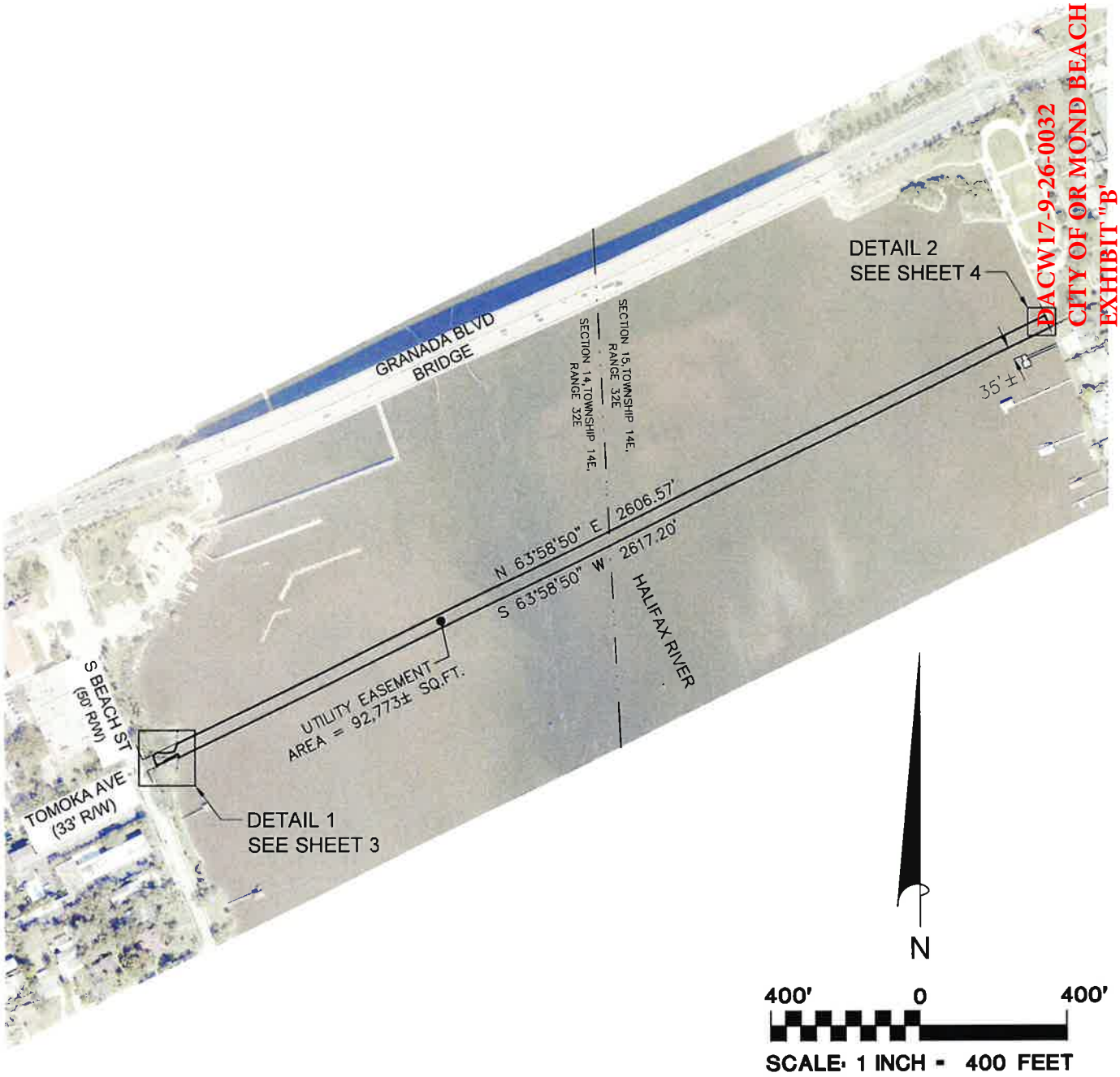
PREPARED FOR:
CITY OF ORMOND BEACH PUBLIC WORKS
501 N ORCHARD ST
ORMOND BEACH, FLORIDA 32174

ATLANTIC DRAFTING & SURVEYING, INC.
2550 N. STATE STREET, SUITE 5
BUNNELL, FLORIDA 32110
PHONE: 386-264-8490 - LB#8179

SKETCH AND DESCRIPTION

(THIS IS A FIELD SURVEY - NOT A BOUNDARY SURVEY)

CITY OF ORMOND BEACH UTILITY CROSSING



DACW17-9-26-0032
CITY OF OR MOND BEACH
EXHIBIT "B"
PG 4 OF 6

THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY. SEE SHEET 1 OF 7 FOR VICINITY MAP, SEE SHEETS 2 THROUGH 4 OF 7 FOR SKETCHES, SEE SHEET 5 OF 7 FOR LINE AND CURVE TABLES, SEE SHEET 6 OF 7 FOR DESCRIPTION AND SHEET 7 OF 7 FOR SURVEYOR'S NOTES.

COPYRIGHT 2025

DATE:	01-30-2025
AD&S NO.	2024-MKC-018
DRAWN	JEX
CHECKED	JJW

SHEET 2 OF 7

PREPARED FOR:

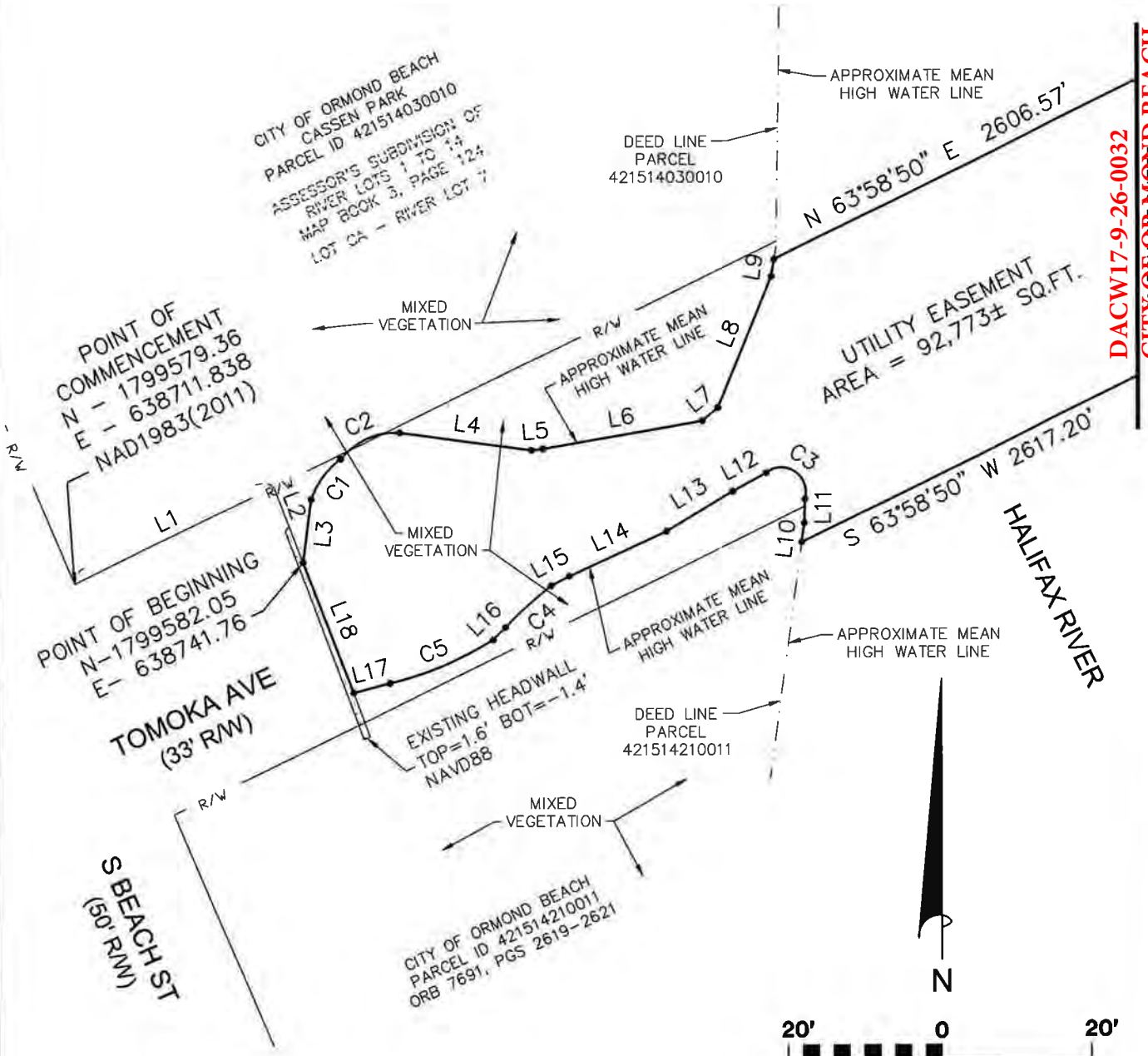
CITY OF ORMOND BEACH PUBLIC WORKS
501 N ORCHARD ST
ORMOND BEACH, FLORIDA 32174

ATLANTIC DRAFTING & SURVEYING, INC.
2550 N. STATE STREET, SUITE 5
BUNNELL, FLORIDA 32110
PHONE: 386-264-8490 - LB#8179

SKETCH AND DESCRIPTION

(THIS IS A FIELD SURVEY - NOT A BOUNDARY SURVEY)

CITY OF ORMOND BEACH UTILITY CROSSING



NOTE: THE APPROXIMATE MEAN HIGH WATER LINE SHOWN HEREON IS NOT INTENDED TO BE THE LEGAL BOUNDARY BETWEEN PRIVATE AND STATE OWNERSHIP.

THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY. SEE SHEET 1 OF 7 FOR VICINITY MAP, SEE SHEETS 2 THROUGH 4 OF 7 FOR SKETCHES, SEE SHEET 5 OF 7 FOR LINE AND CURVE TABLES, SEE SHEET 6 OF 7 FOR DESCRIPTION AND SHEET 7 OF 7 FOR SURVEYOR'S NOTES.

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DATE:	01-30-2025
AD&S NO.	2024-MKC-018
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SHEET 3 OF 7

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CITY OF ORMOND BEACH PUBLIC WORKS
501 N ORCHARD ST
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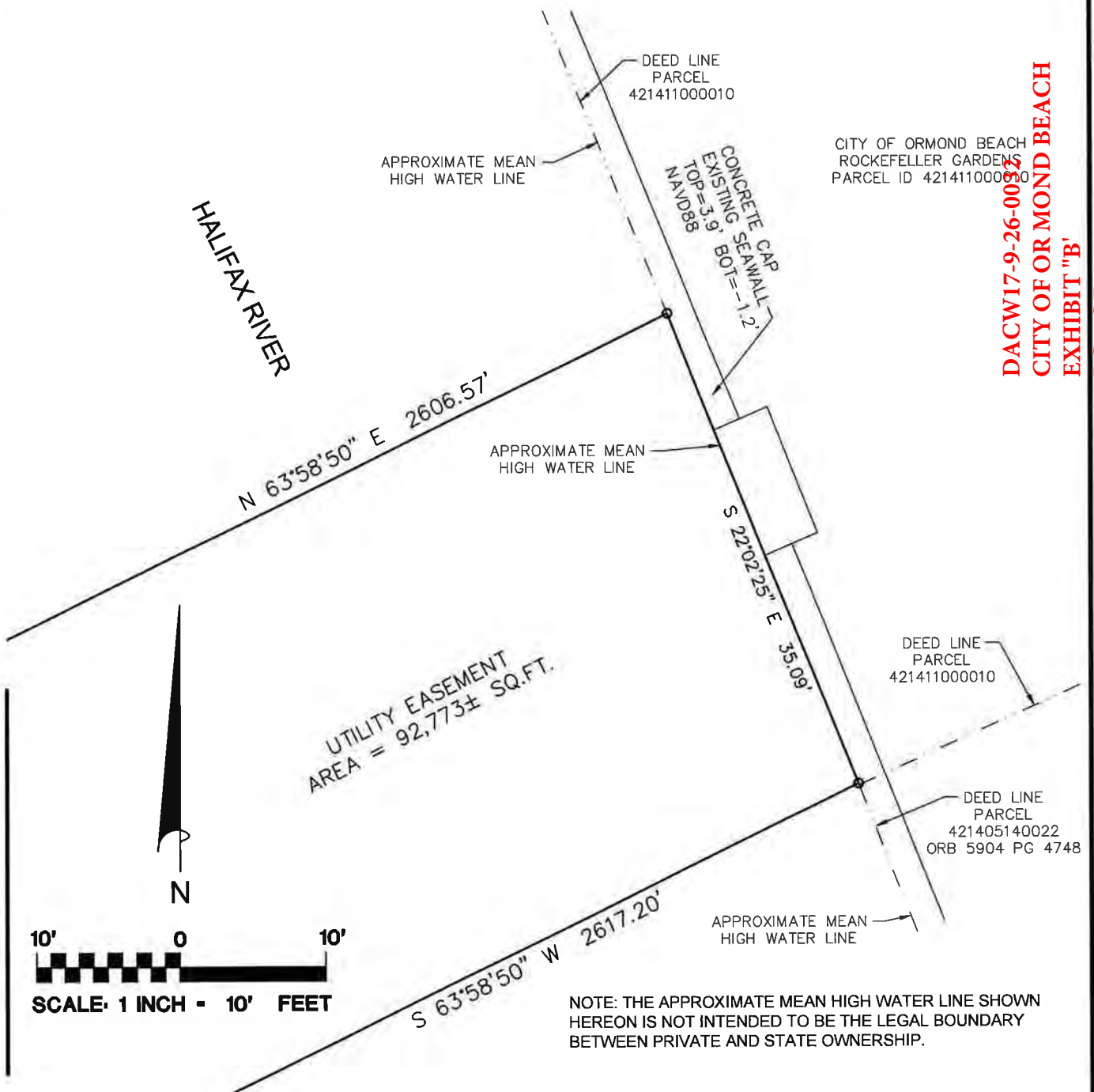
ATLANTIC DRAFTING & SURVEYING, INC.
2550 N. STATE STREET, SUITE 5
BUNNELL, FLORIDA 32110
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DACW17-9-26-0032
CITY OF ORMOND BEACH
EXHIBIT "B"
PG 5 OF 6

SKETCH AND DESCRIPTION

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AD&S NO.	2024-MKC-018
DRAWN	JEX
CHECKED	JJW

SHEET 4 OF 7

PREPARED FOR:

CITY OF ORMOND BEACH PUBLIC WORKS
501 N ORCHARD ST
ORMOND BEACH, FLORIDA 32174

ATLANTIC DRAFTING & SURVEYING, INC.
2550 N. STATE STREET, SUITE 5
BUNNELL, FLORIDA 32110
PHONE: 386-264-8490 - LB#8179

DACW17-9-26-0033
CITY OF ORMOND BEACH
EXHIBIT "B'
PG 6 OF 6

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.P.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	Gulf War Sculpture, Downtown Public Art		
Recommended Action	Unless otherwise directed, City staff will proceed with the procurement process for the installation of a permanent public art sculpture honoring Gulf War veteransto be located at the Ormond Memorial Art Museum & Gardens.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is a disposition item regarding staff's intent to proceed with the procurement process for the installation of a permanent public art sculpture honoring Gulf War veterans, specifically those who served during Operation Desert Shield and Operation Desert Storm at the Ormond Memorial Art Museum & Gardens, located at 78 East Granada Boulevard.

The sculpture was identified and planned for within the Downtown Public Master Art Plan, and funds were provided for within the Capital Improvement Plan for fiscal year 2025-26 in the amount of $40,000.

The Gulf War sculpture is intended to serve as public art for a place of reflection and a compelling visual landmark that educates and inspires visitors for generations to come. The vision for the sculpture emphasizes:

- A strong figurative or human-centered design to create emotional connection;
- Integration of patriotic elements, including the American flag;
- A sense of movement, strength, and forward momentum;
- Materials and construction suited for long-term durability in a coastal environment; and
- An overall aesthetic that is modern, respectful, and enduring.

Prior to starting a procurement process, city staff desired to confirm that the public art is a project that the City Commission is interested in pursuing. The intent is to provide an additional disposition item once a design has been selected prior to the commencement of the public art approval process.

All public art is required to be submitted to the Planning Department, reviewed by the Ormond Beach Arts District Board for a recommendation and presented to the City Commission as a Resolution for final action.

Financial Impact

The fiscal year 2025-26 Capital Improvement Plan includes funds for public art within the Downtown Community Redevelopment Area and there are adequate funds in Fund 104 to pay for the Gulf War sculpture in the amount of $40,000.

Citizen Impact

The Downtown Master Arts Plan was designed to provide a roadmap for investment in public art, including sculptures. Public art positively impacts the Downtown area and assists in creating a unique sense of place. Examples have included sculptures, murals on private property, the Seward Johnson sculpture tour, cabinet wraps, and the Ormond Memorial Art Museum & Gardens Butterfly wall.

Attachments

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.Q.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	Intent to Bid — 2026 Sidewalk Repair and Replacement		
Recommended Action	The City intends to publicly advertise this project for bids, unless otherwise directed.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

The purpose of this item is to provide public notice of the City's intent to advertise the 2026 Annual Sidewalk Repair and Replacement project (Bid No. 2026-25).

Damage to sidewalks along public streets and parks is an ongoing maintenance challenge. The City budgets for sidewalk repair/replacement in the Capital Improvement Program (CIP).

The current project consists of replacing approximately 1,700 square yards of existing 8-feet-wide concrete sidewalk along West Granada Blvd with a new 8-foot-wide ADA-compliant concrete sidewalk and ADA ramps.

Financial Impact

$125,000 is included in Fiscal Years 2025-26 through 2029-30 annual budgets. There are sufficient funds for this item, Fund 308 - Transportation.

Citizen Impact

The project will enhance the walkability and aesthetics of City streets and parks. There will be temporary impacts on pedestrians who use the sidewalks due to closures of sidewalk sections.

Attachments

1. 2026 Sidewalk Repair and Replacement-PM
2. West Granada Sidewalk Repair 2026-PLANS

2026 Sidewalk Repair and Replacement

Bid No. 2026-25

City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS
22 South Beach Street
Ormond Beach, Florida 32174

2026 SIDEWALK REPAIR and REPLACEMENT
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 **2026 Sidewalk Repair and Replacement, Bid No. 2026-25** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **July 22, 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 replacement of approximately 1,700 linear feet of existing 8-feet wide concrete sidewalk with 8-feet wide ADA compliant concrete sidewalk and ADA ramps. 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 **July 7, 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 **July 16, 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:

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

00102. Copies of Bidding Documents

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

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

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

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

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 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 00300
BID

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION: **2026 SIDEWALK REPAIR AND REPLACEMENT**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2026-25

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

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

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

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

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

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

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

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

BID SCHEDULE

Item	Description	Quantity	Unit	Unit cost	Total
1	Sidewalk Demolition, 8-feet wide	1,700	LF		
2	Concrete Sidewalk, 8-feet wide	1,700	LF		
3	ADA Detectable Mats	1	EA		
4	Maintenance of Traffic (MOT)	1	LS		
5	Restoration	1	LS		

TOTAL BID $_____
(Figures)

_____
(Words)

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

BIDDER agrees that the Work will be substantially completed within **150** calendar days after the date when the Contract Time commences to run, and completed within **180** 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

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
00300-19

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 **2026 Sidewalk Repair and Replacement (Bid No. 2026-25)** 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 consists of: The replacement of approximately 1,700 linear feet of existing 8-feet wide concrete sidewalk with 8-feet wide ADA compliant concrete sidewalk and ADA ramps.

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

2026 SIDEWALK REPAIR AND REPLACEMENT
and **BID NUMBER 2026-25**

Article 2. ENGINEER

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

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **150** 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 **180** 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 unit price TOTAL BID of $_____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

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

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

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

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

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

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

Article 6. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

Article 7. CONTRACT DOCUMENTS

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

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

7.2 Exhibits to this Agreement (pages 1 to 1, inclusive).

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

7.4 Notice of Award.

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

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

7.7 Specifications bearing the title:

2026 SIDEWALK REPAIR AND REPLACEMENT

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

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

2026 SIDEWALK REPAIR AND REPLACEMENT

7.9 Addenda numbers __ to __, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 19, 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:

2026 SIDEWALK REPAIR AND REPLACEMENT
Bid No. 2026-25

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
(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:

2026 SIDEWALK REPAIR AND REPLACEMENT
Bid No. 2026-25

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

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda -Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid -The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.

1.26. OWNER - The City of Ormond Beach, Florida.

1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.

1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.

1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or

2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees and property. The CONTRACTOR shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures as are reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONTRACTOR acknowledges that such work stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable" , "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price of the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfiled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfiled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;

15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;

15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;

15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;

15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severely liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

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

Waiver of Right to Jury Trial:

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

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None.

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

a. Premises, Operations, Products and Completed Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation
d. Explosion, Collapse & Underground Conditions
e. Blanket Contractual Liability
f. Personal Injury Liability
g. Broad Form Property Damage Endorsement, including Completed Operations
h. Independent Contractors
i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
j. Pollution Liability (if applicable)
k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

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

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

Limits (not less than)

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

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

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

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

$1 Million	Combined Single Limit for Bodily Injury and Property Damage

(d) Excess Liability

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

(e) Builder's Risk

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

(f) Professional Liability, Malpractice and/or Errors and Omissions (N/A for construction contracts)

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

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

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

E. Policies of Insurance

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

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

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

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

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 20_____, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of $_____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 20_____.

_____ CONTRACTOR

By _____ DATE: _____

TITLE:_____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20_____.

_____
Notary Public in and for
said County and State

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **2026 SIDEWALK REPAIR AND REPLACEMENT**
Bid Number 2026-25

The work consists of: The replacement of approximately 1,700 linear feet of existing 8-feet wide concrete sidewalk with 8-feet wide ADA compliant concrete sidewalk and ADA ramps.

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:

None.

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

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 01025
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

Clearing and grubbing (including disposal of material).
Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
Dewatering and disposal of surplus water.
Structural fill, backfill, and grading.
Replacement of unpaved roadways, grass and shrubbery plots.
Cleanup.
Foundation and borrow materials, except as hereinafter specified.
Testing and placing system in operation.
Any material and equipment required to be installed and utilized for tests.
Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
Maintaining or detouring of the traffic.
Appurtenant work as required for a complete and operable system.
Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
Relocation and/or replacement of irrigation systems disturbed by construction.
Relocation and/or replacement of mail boxes disturbed by construction.
Furnishing adequate sanitary facilities for workers.
Adjustment of valve boxes.
Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week’s scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Item No. 1 – Sidewalk Demolition, 8-feet wide

Measurement. Demolition shall be measured by the actual linear feet (LF) of existing 8-feet wide sidewalk component satisfactorily removed and disposed of.

Payment. Payment will be made at the Contract unit price of sidewalk surface satisfactorily removed. Such price and payment shall be full compensation for all labor, materials, and equipment necessary to remove and dispose of existing concrete sidewalk.

Bid Item No. 2 –Concrete Sidewalk, 8-feet wide

Measurement. Constructed 8-feet wide ADA compliant concrete sidewalk shall be measured in actual linear feet (LF) of properly graded, formed and consolidated fiber reinforced concrete at a minimum thickness of six (6) inches. Sidewalk shall be rated at a minimum 4,000 PSI compressive strength in a maximum of 28 days after placement.

Payment. Payment for sidewalk shall be based upon the Contract unit price of 8-feet wide sidewalk placed and accepted, and shall be full compensation for excavation, grading, compaction, form work, concrete, and finishing.

Bid Item No. 3 - ADA Detectable Mats

Measurement. The quantity for payment shall be the number of mats satisfactorily installed.

Payment. Payment shall be made at the Contract unit price per each detectable mat in place and accepted and shall be full compensation for all labor, material and equipment necessary to perform the work.

Bid Item No. 4 – Maintenance of Traffic (MOT)

Measurement. Maintenance of Traffic shall be measured as Lump Sum for all areas required.

Payment. Payment shall be made at the applicable lump sum price shall be full compensation for all labor, materials and equipment necessary for Maintenance of Traffic performed. Work shall include all vehicular and pedestrian traffic maintenance within the project area including FDOT required MOT as shown on the plans and specs.

Bid Item No. 5 –Restoration

Measurement. Restoration shall be measured as Lump Sum for all areas required.

Payment. Payment shall be made at the applicable lump sum price shall be full compensation for all labor, materials and equipment necessary for completion of the restoration performed. Work shall include all sod and surface restoration within the project area including grading of disturbed areas within the right-of- way or within the area disturbed by construction, outside of the pavement; repair and replacement of residential sprinkler system piping and sprinkler heads disturbed by construction. Work shall also include removal and replacement of mail boxes and yard lights disturbed by construction as well as removal and replacement of any wooden, metal, or plastic fencing disturbed by construction.

END OF SECTION

SECTION 01040
COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

Progress Schedules and Reports
Product Data
Shop Drawings
Manufacturer's Data
Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

> Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.
>
> Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.
>
> Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-along plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

Electrical Power Service
Water Service (potable for certain uses)
Sanitary
Storm Sewer or Open Drainage/Run-off Control
Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities "on-site" for use by workers. Transporting workers to the nearest "public" sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor's applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City Ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be procured from one of the City's franchised construction and demolition debris providers. For a list of the City's current Franchised Providers, please call Public Works at 386-676-3220.

It will be the Contractor's responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor's applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the

ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.
After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01600
MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:

1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;

2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or

3. the material proposed for substitution is in every way equal to that of the listed supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the

Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.

B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.

C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:

1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.

2. The proposed coating system shall use coatings of the same generic type.

3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.

4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.

5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.
Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR’s Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

(Not Applicable)

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.
The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum

2. Additions and deductions resulting from:
   Previous Change Orders
   Deductions for uncorrected work
   Deductions for liquidated damages
   Deductions for reinspection payments
   Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710
FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740
WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

SECTION 02050
DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work includes, but is not limited to, demolition and removal of the top slabs for lift station valve vaults and wet wells, removal of concrete pavement, removal of pumps, piping, electrical controls, wiring and lighting within grassed and landscaped dedicated easements as shown on the drawings.

1.02 QUALITY ASSURANCE

A. Accomplish all demolition work so there is no injury to any persons and no damage to adjacent structures or property. All demolition methods shall be in full compliance with municipal, county, state, and federal ordinances. Demolition work shall comply with the requirements of the Occupational Safety and Health Administration (OSHA).

B. The Contractor shall comply with all municipal, county, state, and federal ordinances regarding the disposal of rubble, scrap metal, and refuse.

C. Demolition procedures shall provide for safe conduct of the work, protection of property which is to remain undisturbed, and coordination with other work in progress.

1.03 JOB CONDITIONS

A. General:

1. It shall be the responsibility of the Contractor to visit the site and inspect the nature and condition of the items to be removed and salvaged before submitting his bid.

B. Dust Control:

1. Control the amount of dust resulting from demolition to prevent the spread of dust to occupied portions of buildings and to avoid creation of a nuisance in the surrounding area. Do not use water when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

C. Protection of Existing Work:

1. Protect existing work. Work damaged by the Contractor shall be repaired to match existing work.

1.04 PERMITS AND NOTICES

A. Permits and Licenses: Contractor shall obtain all necessary permits and licenses for performing the work and shall furnish a copy of same to the Engineer prior to commencing the work. The contractor shall comply with the requirements of the permits.

B. Notices: Contractor shall issue written notices of planned demolition to Owner, Engineer and businesses or local residents located in the vicinity of the project site. Notices shall be received at least 48 hours in advance of the planned demolition activity.

C. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, sewer, water, electrical or telephone to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition.

1.05 TRAFFIC AND ACCESS

A. Conduct demolition and modification operation, and removal of piping and debris to ensure minimum interference with roads, streets and sidewalks both onsite and off site and to ensure minimum interference with occupied or used facilities.

B. Contractor shall at all times maintain safe and convenient access to the existing site.

C. Do not close or obstruct streets or walks without permission from the Owner and Engineer. Provide alternate traffic routes around closed or obstructed access ways.

1.06 UTILITIES

A. Existing utilities to remain in service and protected against damage during demolition operations. This may include the installation/construction of bypass piping where necessary.

B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the Owner and Engineer. Provide temporary services during interruption to existing utilities as required by the Owner.

C. The Contractor shall cooperate with the Owner to shut off utilities serving the existing facilities as required by demolition operations. If service must be cut off to existing customers, the Owner must have at least three (3) days notice to make necessary preparations.

D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under this jurisdiction of utility companies.

1.07 POLLUTION CONTROL

A. For pollution control, use water sprinkling, temporary enclosures and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions or work. Comply with the governing regulations.
B. Clean structures and improvements of all dust, dirt and debris caused by demolition operations as directed by the Engineer. Return areas to conditions existing prior to the start of work.

1.08 QUALITY CONTROL

A. Protect all existing materials and equipment to be salvaged or reused from damage.

B. Cap or plug all lines to be abandoned.

C. Leave all exposed ends of all pipe covered and safe.

PART 2 - PRODUCTS

NONE

PART 3 - EXECUTION

3.01 DISPOSAL

A. Equipment, piping, and materials which are designated to remain the property of the Owner shall be moved to a location designated by the Owner.

B. All removed materials not specifically designated to remain the property of the Owner shall become the property of the Contractor and shall be removed from the site and disposed of in a lawful manner.

C. Do not allow debris and rubbish to accumulate on the site. Remove debris and rubbish from the site.

3.02 CLEAN-UP

A. Clean-up in areas where other work is to be done following demolition shall be as specified in the applicable Sections.

B. Clean-up the job site in areas where no other work is to be done under this Contract following demolition. Remove all debris and rubbish, temporary facilities, and equipment. Level surface irregularities to eliminate depressions. Leave the work in a neat and presentable condition.

END OF SECTION

SECTION 02200
EARTHWORK

PART 1 - GENERAL

1. 01 DESCRIPTION OF WORK

A. The extent of earthwork is shown on the drawings.

B. Related Work Specified Elsewhere:

Section 02222 - Trenching, Backfilling and Compacting.

1. 02 QUALITY ASSURANCE

A. Codes and Standards:

1. Perform earthwork in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service:

1. The Owner will engage a testing and inspection service, to include testing soil materials proposed for use in the work and field facilities for quality control testing during earthwork operations.

2. Soil survey for satisfactory soil materials and samples of soil materials shall be furnished to the testing service by the Contractor.

3. All test reports must be signed by a licensed engineer.

1. 03 JOB CONDITIONS

A. Existing Utilities:

1. Locate existing underground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.

2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the Owner and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Engineer and then only after acceptable temporary utility services have been provided.

4. Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.

B. Use of Explosives:

1. The use of explosives is not permitted.

C. Temporary Protection:

1. Barricade open excavations made as a part of earthwork operations and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2. 01 SOIL MATERIALS

A. Backfill and Fill Materials:

1. Soil materials for use as backfill and fill shall be free of rock or gravel larger than 2-inches in any dimension, debris, waste, vegetable, and other deleterious matter.

2. Use excavated or borrows material that has been sampled, tested and certified as satisfactory soil material.

B. Subbase Material:

1. Properly graded mixture of natural and crushed gravel, crushed stone, crushed slag, natural or processed sand that will readily compact to the required density.

2. Use material complying with AASHTO M147, Grade A, unless otherwise indicated or acceptable to the Engineer.

PART 3 - EXECUTION

3. 01 INSPECTION

A. Examine the areas and conditions under which earthwork is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3. 02 EXCAVATION

A. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

1. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Excavation Classifications:

1. The following classifications of excavation will be made when unanticipated rock excavation is encountered in the work. Do not perform such work until material to be excavated has been cross-sectioned and classified by the Engineer. Such excavation will be paid for under the appropriate bid item in the Bid Proposal.

a. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.

b. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling and blasting, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation. Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.

c. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of the material encountered will be classified as earth excavation.

C. Rock shall be removed to the following limits:

1. Two feet outside of concrete work for which forms are required, except footings. One foot outside the perimeters of footings.

2. In pipe trenches, a minimum of 4-inches below invert elevation of pipe and 2-feet wider than the inside diameter of pipe, but not less than 3-foot minimum trench width.

3. Neat outside dimensions of concrete work where no forms are required.

4. Under slabs on grade, 6-inches below bottoms of concrete slab.

D. Unauthorized excavation consists of removal of materials beyond indicated elevations without the specific direction of the Engineer. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

E. Additional Excavation:

1. When excavation has reached required subgrade elevations, notify the Engineer who will make an inspection of conditions.

2. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer.

3. Removal of unsuitable material and its replacement as directed will be paid for under the appropriate bid item in the Bid Proposal.

F. Dewatering:

1. Prevent surface water and subsurface or groundwater from flowing into excavations, and flooding the project site and surrounding area.

2. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.

3. Convey water removed from excavations and rainwater to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.

4. Contractor shall be required to obtain any demolition permits as may be required due to dewatering volume requirements set by local and state agencies.

G. Material Storage:

1. Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage.

2. Dispose of excess unsatisfactory soil material, trash and debris, as specified.

3. 03 BACKFILL AND FILL

A. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

2. When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

B. Placement and Compaction:

1. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches loose depth for material compacted by hand-operated equipment.

2. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material. Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

a. Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

3. 04 COMPACTION

A. General:

1. Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.

2. Percentage of Maximum Density Requirement:

a. Lawn Areas: Compact each layer of backfill or fill material at 85% maximum density (optimum moisture).

b. Walkways: Compact top 6-inches of subgrade and each layer of backfill or fill material at 95% maximum density (optimum moisture).

B. Moisture Control:

1. Where the subgrade or layer of soil materials must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing, until the moisture content is reduced to a satisfactory value.

3. 05 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon.

2. Secure representative samples of the fill material and determine the Standard Density and required moisture content to be maintained by the Moisture-Density Relation Test ASTM D-1557.

3. Make in-place soil density tests during compaction operations in accordance with ASTM D-1556.

4. If, in the opinion of the Engineer, based on reports of the testing service and inspection, the subgrade or fills which have been placed are below the specified density, additional compaction and testing will be required until satisfactory results are obtained.

a. The results of density tests of soil-in-place will be considered satisfactory if the average of any four consecutive density tests which may be selected are in each instance equal to or greater than the specified density, and if not more than one density test out of five has a value more than 2% below the required density.

3. 06 MAINTENANCE

A. Reconditioning Compacted Areas:

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, re-shape, and compact to the required density prior to further construction.

3. 07 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal from Owner's Property:

1. Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it off the Owner's property in a lawful manner.

END OF SECTION

SECTION 02210
SITE GRADING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Uniformly grade areas within the limits of site grading under this section, including adjacent transition areas. Smooth finished within specified tolerances, compact with uniform levels or slope between points where elevations area shown, or between such points and existing grades.

B. The degree of finish required for general site grading will be that ordinarily obtainable from either blade-grader or scraper operations.

C. Fine grading of finished areas around structures shall be graded smooth and hand raked to meet the elevations and contours shown on the drawings. Lumber, earth, clods, rocks and other undesirable materials shall be removed from the site.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION

3.01 DITCHES (Not Applicable)

A. Finish ditches and swales to ensure proper flow and drainage. Conduct final rolling operations to produce a hard, uniform and smooth cross-section.

3.02 LAWN OR UNPAVED AREAS

A. Finish areas to receive topsoil to within not more than 0.10 feet above or below the required sub-grade elevations, compacted as specified, and free from irregular surface changes.

3.03 WALKS

A. Shape the surface of areas under walks to line, grade and cross-section, with the finish surface not more than 0.00-feet above or 0.10-feet below the required sub-grade elevation, compacted as specified, and graded to prevent ponding of water after rains.

3.04 PROTECTION OF GRADED AREAS

A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

B. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.

END OF SECTION

SECTION 02222
TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of trenching, backfilling and compacting is shown on the drawings.

B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 CLEARING OF THE SITE

A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

A. General:

1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the ENGINEER. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the ENGINEER. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Rock:

1. Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth

specified or shown on the drawings, the ENGINEER shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the ENGINEER in writing.

a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.

b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.

c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the OWNER.

2. The ENGINEER shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The ENGINEER reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.

2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the CONTRACTOR's responsibility to provide, at no additional cost to the OWNER, such additional bedding or select backfill materials as the ENGINEER may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.

3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the CONTRACTOR will not be allowed extra compensation for additional excavation involved.

4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the ENGINEER shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the OWNER.

E. Structural: (For inlets, manholes, and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the ENGINEER may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the CONTRACTOR.

2. After excavation for a structure is completed, the CONTRACTOR shall notify the ENGINEER to that effect. No concrete or reinforcing steel shall be placed until the ENGINEER has approved the depth of the excavation and the character of the foundation material.

F. Sheeting and Shoring:

1. The CONTRACTOR shall provide all trench and structural bracing, sheeting or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheeting shall be removed or cut off by the CONTRACTOR during backfilling operations as directed by the ENGINEER. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.03 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The CONTRACTOR will not be allowed to discharge water into the OWNER's storm drainage system without the written approval of the ENGINEER. Approval will be subject to the condition that the storm sewer be returned to its original condition.

B. The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The CONTRACTOR shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.04 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock or other material approved by the ENGINEER shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the

possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.

2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the ENGINEER and the density requirements are met.

3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the CONTRACTOR to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9-inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.05 RESTORATION OF SURFACE IMPROVEMENTS

A. Roadways, including shoulders, alleys and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the ENGINEER. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.06 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.07 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the CONTRACTOR. The CONTRACTOR shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the OWNER.

3.08 TESTS

A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the OWNER and at such locations as may be recommended by the ENGINEER. The CONTRACTOR shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

SECTION 02801
RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.02 QUALITY ASSURANCE

Standards. Florida Grades and Standards for Nursery Plants, Part 1:

Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 SOD

Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod shall be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod shall have well matted roots.

The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.02 PLANTS

Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.

Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.

Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants shall conform to the sizes indicated by the Owner.

2.03 MULCH

Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.04 WATER

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

2.05 PLANTING MIXTURE

The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

Fertilizer shall be granular 8-8-8, or equivalent.

Commercial fertilizers shall comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.07 ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications shall be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.08 PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in “Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer.
Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.

In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.

Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

The sod shall be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT REPLACEMENT

Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

Prior to replacing concrete or asphalt pavement replacement, a limerock base shall be laid. The base for concrete pavement shall be six (6) inches of compacted thickness, and that for asphalt pavement shall be twelve (12) inches of compacted thickness for City roadways. The base course for each shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer/Architect. Where asphalt or built-up asphalt pavement is replaced by concrete,

the concrete shall have a minimum of six (6) inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer/Architect. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal.

3.04 TESTS

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION

SECTION 02822
SODDING (RESTORATION ONLY)

PART I - GENERAL

1.01 SCOPE OF WORK:

A. Provide all labor, materials, equipment and incidentals required to prepare lawn bed and install sodding in accordance with the drawings and as specified.

1.02 WORK SPECIFIED ELSEWHERE:

A. Section 02441 - Landscape Irrigation System
B. Section 02800 - Landscape Planting

1.03 SUBMITTALS:

A. Submit representative sod samples for approval by Landscape Architect.
B. Submit certifications for sod supplier.

1.04 QUALITY ASSURANCE:

A. Sod shall be grown by a certified Florida State Plant Board approved SOD FARM.

PART II - PRODUCTS

2.01 SOD:

A. Sod shall be St. Augustine 'Floratam', with compacted growth and good root development. Provide for areas as shown on plans.

B. Sod shall be certified to meet Florida State Plant Board specifications, absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects and disease of any kind.

C. Before being cut and lifted the sod shall have been mowed (3) times with final mowing not more than a week before cutting into uniform dimensions.

2.02 SOIL CONDITIONERS:

A. Fertilizer:
   1. Fertilizer shall be complete fertilizer, the elements of which are derived from organic sources. Fertilizer shall be a standard product complying with State and Federal fertilizer laws.

2. Percentages of nitrogen, phosphorus and potash shall be based on laboratory tests on soils outlined in Paragraph 1.03(I) of Section 02800 Landscaping Planting and approved by the Landscape Architect. For purpose of bidding, assume 8% nitrogen, 8% phosphorus and 8% potash by weight. At least 50% of the total nitrogen shall contain no less than 3% water-insoluble nitrogen.

3. Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Containers shall bear the manufacturer's guaranteed statement of analysis, or a manufacturers certificate of compliance covering analysis shall be furnished to the Landscape Architect. Store fertilizer in a waterproof place and in such a manner that it will be kept dry and its effectiveness will not be impaired.

B. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than 20% available phosphoric acid.

PART III - EXECUTION

3.01 LAWN BED PREPARATION:

A. Areas to be sodded shall be cleared of all rough grass, weeds, and debris and the ground brought to an even grade as approved.

B. The soil shall then be thoroughly tilled to a minimum 8 inch depth.

C. Superphosphate at a rate for bidding purposes of 5 pounds per 1000 square foot and complete fertilizer at a rate for bidding purposes of 16 pounds per 1000 square foot shall be evenly distributed over entire area and cross-disked in to a depth of 4-6 inches.

D. The areas shall then be brought to proper grade, free of sticks, stones, or other foreign matter over 1-inch in diameter or dimension. The surface shall conform to finish grade, less the thickness of sod, free of water retaining depressions, the soil friable and of uniformly firm texture.

3.02 SOD HANDLING AND INSTALLATION

A. During delivery, prior to planting, and during the planting of the lawn areas, the sod panels shall at all times be protected from excessive drying and unnecessary exposure of the roots to the sun. All sod shall be stacked during construction and planting so as not to be damaged by sweating or excessive heat and moisture. No sod shall remain stacked for periods longer than five days of original field

preparation. Any sod left stacked for longer than five days shall be rejected, removed from site and replaced by the Contractor at no additional expense to the Owner.

B. Alter completion of soil conditioning as specified above, sod panels shall be laid tightly together so as to make a solid sodded lawn area. On mounds and other slopes the sod panels shall be staggered to prevent water channelization, with the short dimension of the sod laid perpendicular to the slope. Immediately following sod laying the lawn areas shall be rolled with a lawn roller customarily used for such purposes, and then thoroughly watered.

C. Bring the sod edge in a neat, clean manner even with the edge of all paving and shrub areas. Top dressing with approved, clean, weed free, sand may be required at no additional cost to the Owner if deemed necessary by the Landscape Architect.

3.03 MAINTENANCE:

A. The Contractor shall produce a dense, well established lawn. The Contractor shall be responsible for the repair and re-sodding of all eroded or bare spots until project acceptance. Repair sodding shall be accomplished as in the original work except that fertilizing may be omitted.

B. Sufficient watering shall be done by the Contractor until final acceptance to maintain adequate moisture for optimum development of the lawn areas. Sodded areas shall receive no less than 1.5 inches of water per week or as directed by Landscape Architect.

C. Mow sodded lawn area as soon as sod is rooted sufficiently to permit mowing. Mowing shall be the Contractor's responsibility until final acceptance is given. All mowing shall be done in accordance with standard horticulture practices.

D. Do not permit new lawn areas to grow in excess of 4" high for Bahia and 4" high for St. Augustine during maintenance period.

E. After an established stand of grass has been accepted by the Owner or his representative, the Owner assumes all responsibility for maintenance; however, it is the contractor's responsibility to instruct the Owner in proper maintenance procedures.

3.04 REPAIRS TO LAWN AREAS DISTURBED BY CONTRACTOR OPERATIONS

A. Lawn areas planted under this Contract and lawn areas outside the designated areas damaged by Contractor's operations shall be repaired at once by proper sod

bed preparations, fertilizing and re-sodding, in accordance with these specifications.

3.05 ACCEPTANCE:

A. For the purpose of establishing an "Acceptance" standard, the following criteria is to be used: Sod shall be healthy, well-rooted, even colored, viable, free of weeds, open joints and bare spots.

3.06 GUARANTEE AND REPLACEMENT:

A. All sod shall be guaranteed for a period of three (3) months after the date of acceptance by the Owner. All sod areas shall be full, without bare spots, healthy, and even colored.

END OF SECTION

SECTION 03100
CAST IN-PLACE AND POURED CONCRETE

PART 1 GENERAL

1.01 WORK INCLUDED

A. The work included under this section consists of furnishing all materials, forms, transportation and equipment, and performing all necessary labor to do all the plain and reinforced concrete work shown on the Drawings, or incidental to the proper execution of the work, or as herein specified.

B. Composition: Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this section suitable to the specific conditions of placement.

1.02 SUBMITTALS

A. All materials specified shall be certified by the producer or manufacturer that the furnished material meets the specific requirements of the specifications. Concrete mix designs shall be submitted for approval prior to placement.

PART 2 MATERIALS AND EQUIPMENT

2.01 PORTLAND CEMENT

Shall comply with the standard specifications for Portland Cement, A.S.T.M. designation C-150, Type II, or Type III (high-early), where indicated on drawings.

2.02 CONCRETE AGGREGATE

Shall conform to standard specifications for concrete aggregate, A.S.T.M. Designation C-33. Maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between reinforcing bars.

A. Fine Aggregate. Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand known as Lake Wales, Interlachen, or approved equal. The source, composition, quality and gradation of the fine aggregate shall be subject aid the approval of the Engineer. Samples of the sand shall be furnished, together with certified copies of the gradation and analysis from the recognized testing laboratory.

1. The weight of extraneous or deleterious substances shall not exceed the following percentages.

Loss by Decantation	3%
Shale	1%
Clay Lumps	1%
Coal and Lignite	1%

2. The fine aggregate shall be reasonable well graded from coarse to fine and when tested by means of laboratory sieves shall meet the following requirements in percent of total weight:

Total Retained On	Percent Retained
No. 4 Sieve	0 - 5
No. 10 Sieve	3 - 30
No. 30 Sieve	30 - 70
No. 50 Sieve	65 - 95
No. 100 Sieve	95 - 100

Deficiencies in the percentages of the fine aggregates passing the No. 50 and No. 100 Sieves may be remedied by the addition of pozzolanic or cementitious materials excepting Portland cement. Such materials must meet the approval of the Engineer.

B. Coarse Aggregate

1. Coarse aggregate shall consist of hard, tough, durable components, free from adherent coatings and vegetable matter, and shall not contain soft, friable, thin or elongated particles in quantities considered deleterious by the Engineer. Coarse aggregate shall be properly graded form fine to coarse to produce concrete of desired strength, density, and workability. The source, composition, quality and gradation of the coarse aggregate shall be subject to the approval of the Engineers. Samples of the coarse aggregate shall be furnished together with certified copies of the gradation and analysis from a recognized testing laboratory.

2. All coarse aggregate shall be washed and shall be free from disintegrated pieces, salt, alkali, vegetable matter and adherent coatings. The total percentage of all deleterious substances shall not exceed 5 percent by weight. The substances designated shall not be presented in excess of the following amounts.

Loss by Decantation	1%
Clay Lumps or Other Soluble Materials	1/4%
Soft Fragments	5%

3. Where the cover over reinforcing is 2 inches or more, the maximum size of aggregate shall be 1 1/2 inches. Where the cover over reinforcing is less than 2 inches, the maximum size of aggregate shall be 3/4 inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars. The grading of the coarse aggregate in the concrete shall be within the following limits.

Percent Passing

Maximum Size Square Mesh Screen	97 - 100%
1/2 Maximum Size Square Mesh Screen	40 - 70%
No. 4 Sieve	0 - 6%

2.03 WATER

Water shall be clean and free from oil, acids, alkalis, organic materials or other injurious substances.

2.04 REINFORCEMENT

A. Reinforcing Bars: ASTM A615, Grade 60, deformed bars of USA manufacture.

B. Welded Wire Fabric: ASTM A185, gauges, spacing and dimensions as indicated.

C. Metal Bar Supports: CRSI MSP-1, Chapter 3, Class 2, Type B, Stainless Steel Protected Bar Supports, or otherwise approved by the Engineer. Use concrete supports for reinforcement in concrete placed on grade.

D. Tie Wire: 16 gauge minimum, black, soft annealed.

E. Coupler Splice Devices: Cadweld tensions couplers, capable of developing the ultimate strength of the bar as manufactured by Erico Products, Incorporated, Solon, Ohio, or equal.

2.05 FORM WORK

A. Lumber: Douglas Fir or Larch, No. 2 grade, seasoned and surfaced on four sides.

B. Plywood: Plyform, Class 1, BB-Exterior type, mill oiled and edge sealed, with thickness not less than 3/4 inch.

C. Medium Density Overlay (MDO) Plywood Forms: PS-1, B-B High Density Concrete Form Overlay, Class I, unoiled.

1. Butt form panels, make contact surface fully flush and seal butting holes with sponge form tape. Chamfer edges of beams and ceilings.

2. Where MDO plywood is used to form beams, do not use MDO plywood that has been patched or damaged.

D. Drip Forms: Varnished ponderosa pine or equally rigid non-staining plastic, 1/2 inch wide on each leg.

2.06 ADMIXTURES:

A. Air Entraining Admixture: ASTM C260.

B. Water Reducing and Retarding Admixture:

1. Concrete Without Superplasticizer:

a. Water Reducing Admixtures: ASTM C494, Type A, equal to Eucon WR-75 by the Euclid Company, Pozzolith 200 N by Master Builders, Plastocrete 161 by Sika Chemical Corporation, and containing no calcium chloride.

b. Water Reducing and Retarding Admixtures: ASTM C494, Type D, equal to Eucon Retarder-75 by the Euclid Company, Pozzolith 100 XR by Master Builders, Plastiment by Sika Chemical Corporation, and containing no calcium chloride.

c. Accelerating Admixtures: ASTM C494, Type C or E, equal to Accelguard 80 by the Euclid Company, Darex Set Accelerator by W.R. Grace, and containing no calcium chloride.

PART 3 EXECUTION

3.01 PROPORTIONING

A. The proportions of aggregate to cement shall be such as to produce a thoroughly plastic mixture which will work readily into the corners and angles of the forms and around the reinforcement but without permitting the materials to segregate or excess free water to collect on the surface. The percentage of sand shall not be less than thirty (30) no more than fifty (50) percent of the total weight of the aggregate.

B. The total content, including the surface water contained in the aggregate, shall not exceed 5.7 gallons per sack of cement. The slump shall not exceed four (4)

inches. Air-entraining admixture shall be Darex AEA as manufactured by the Dewey and Almy Chemical Company.

C. The amount of air entrained in the freshly mixed concrete shall not be less than three (3) percent nor more than six (6) percent. The minimum cement content in sacks per cubic yard of concrete shall not be less than six (6) sacks per cubic yard for Class "A" concrete.

D. Concrete materials shall be accurately measured by weight. Measurement of materials for ready-mixed concrete shall conform to the "Standard Specifications for Ready-Mixed Concrete", (A.S.T.M designation C-94).

1. Class "A" concrete for all structures shall have minimum compressive Strength of 4000 psi at 28 days.

2. Class "B" concrete for sidewalks shall have minimum compressive strength of 3000 psi at 28 days.

3. All concrete shall be Class "A" unless otherwise shown on the drawings.

3.02 MIXING AND PLACING

A. Concrete shall be mixed conveyed and deposited in accordance with the "A.C.I. Building Code" (A.C.I.318).

B. Prior to placing any concrete, the Contractor shall submit for the Engineer's approval a design mix, calculated by a recognized testing laboratory, and using the approved aggregates to produce a workable mix of the desired strength, together with certified copies of 7 days and 28 day tests of cylinders taken from concrete made according to the design mix. The mixes shall be designed to secure concrete having a minimum compressive strength at age 28 days.

C. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following.

1.	Date and time leaving plant	Additives (if any)
2.	Type of cement and weight	Site arrival time
3.	Quantity of Water and time added	Site leaving time

D. Concrete

1. Ready-mixed concrete shall be used. All mixing requirements specified herein shall be enforced, and the Owner's laboratory representative and the Engineer shall have free access to the mixing plant at all times.

2. Except for materials and/or procedures otherwise specified herein, ready-mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C94.

3. No water shall be added to the concrete after it leaves the plant except where part of the design water was purposely omitted at the plant, and then only as approved by the Engineer.

E. Mixer Speed

1. Neither the speed of any mixer nor the quantity of material loaded into any mixer shall exceed the recommendations of the manufacturer.

2. Excessive over-mixing, required addition of water to preserve the required consistency, shall be cause of rejection of the batch.

3. Concrete shall not remain in a transit mixer or agitator truck more than 90 minutes after the water has been introduced, and not for more than 45 minutes if any approved retarding agent is not used.

4. Minimum mixing time shall be 50 revolutions of drum at rated speed.

F. Measurement

1. Equipment necessary to determine and control the actual amounts of all materials entering the concrete shall be provided by the concrete manufacturer.

2. All materials shall be measured by weight, except that water may be measured by volume calculated at 8-1/3 pounds per gallon. One bag of cement will be considered as 94 pounds in weight.

G. Mixes

1. Mix Design: Conform to ACI 318, Section 4.3. Submit data on consecutive tests and standard deviation.

2. Maximum Water-Cement Ratio:

.37 (lbs/lb) - Concrete with superplasticizer
.45 (lbs/lb) - Class A concrete without superplasticizer
.55 (lbs/lb) - Class B concrete without superplasticizer
.65 (lbs/lb) - Class C concrete without superplasticizer

3. Air Content: 5 percent plus or minus 1.5 percent (Class A and B).

4. Slump: 4 inches plus or minus 1 inch for Class A and B without superplasticizer. 7 inches plus or minus 1 inch for Class A and B with superplasticizer. 8 inches plus or minus 1 inch for tremie concrete or as specified by details.

H. Placing Concrete

1. All concrete shall be placed in clean, damp forms that are not hot to the touch.

2. To prevent segregation, concrete shall be deposited as nearly as practicable in final position and not allowed to drop freely more than necessary and in no case more than five feet, except in an approved funnel or tremie. All concrete shall be placed during daylight unless otherwise authorized at least four hours in advance. Where the reinforcing steel above the top of the concrete being placed becomes coated with laitance or partially set-up concrete, all such concrete shall be removed from the reinforcing steel prior to placing concrete around the bars.

3. Concrete shall be packed carefully and tightly around pipe and other items to secure maximum adhesion.

4. Concrete shall be placed in layers not over 12 inches deep before compacting. Concrete shall be compacted by internal vibrating equipment supplemented by spading and hand-rodding between reinforcing steel and form to eliminate air bubbles and honeycomb. Vibrators shall not be used to more the concrete laterally inside the forms. Duration of vibration shall be limited to the time necessary to provide satisfactory consolidation without causing segregation, not less than five and more than 15 seconds per square foot of exposed top surface. The vibrator shall be constantly relocated and shall be placed in each specific spot only once for each layer. The Contractor shall take steps to assure that sufficient personnel are available to devote full time to operating vibrator, spading and rodding.

5. Wall concrete shall be placed in layers as indicated above, with the first lift preceded by a 1-inch minimum layer of 1:2-1/2 cement-sand grout, with a 6-inch to 8-inch slump, placed on existing concrete not more than 20 minutes before concrete placement. The surface of previously placed hardened concrete shall be clean and wet before grouting, or shall be treated with a bonding agent as required. Puddles of water in horizontal recessed keys shall be avoided by the use of drain recesses to outside edge of concrete. Concrete in walls and deep beams shall be placed in lifts not to exceed three layers at 12 inches each for the full length of the pour before proceeding higher. The placing of concrete shall not be delayed more than 20 minutes between layers or lifts.

3.03 CURING AND PROTECTION

A. Curing:

1. Immediately after surface defects have been repaired, apply a spray coat of curing compound to all exposed surfaces, including slabs, walls, beams and columns in accordance with the manufacturer's recommendations. Protect exposed steel keyways and other embedded items from the curing compound. Water cure, as specified in paragraph B hereunder, all concrete surfaces that are to be exposed to wastewater, surfaces that are to coated with a coal tar epoxy system, and concrete floors requiring a bond for special finishes.

2. Do not apply compound during periods of rainfall. Should the film become damaged from any cause within the required curing period, immediately repair the damaged portions with additional compound. Upon removal of forms, immediately coat the newly exposed surfaces to provide a curing treatment equal to that provided for the surface.

3. Curing and Sealing Compound: Use clear compound conforming to Federal Specification TT-C-800A, 30% solids content minimum, having test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft per gallon, and equal to Super Floor Coat or Super Pliocure by The Euclid Chemical Company or Masterseal 66 by Master Builders. Furnish manufacturer's certification as required.

4. Apply specified clear curing and sealing compound to all horizontal areas so noted on the Drawings or in the Specifications. Apply immediately after final finishing. Apply this compound to non-structural construction joints of slabs on grade to act as a bond breaker prior to placement of adjacent concrete.

B. Water Curing Method: Cure all concrete that is to be water cured by either the wet burlap method, by continuous fogging or by covering the waterproof sheet.

1. Wet Burlap Method: Cover concrete surface with a double thickness of burlap, cotton mats, or other approved materials, kept thoroughly saturated with water. Keep the forms wet until removed and upon removal, start the curing specified herein immediately. Cure the concrete for a period of 7 days for normal Portland cement or 4 days for high early strength cement. Do not submerge concrete poured in the dry until it has attained sufficient strength to adequately sustain the stress involved and do not subject it to flowing water across its surface until it has cured 4 days.

2. Continuous Fogging: Perform continuous fogging by fogging with a nozzle which so atomizes the flow of water that a mist, and not a spray, is formed. Fog the concrete surface regularly without allowing any part of the surface to become dry. Take all necessary precautions to prevent erosion of the concrete surface by water.

3. Covering the Waterproof Sheets: Keep the entire area to be cured continuously wet by fogging, as specified in the fogging paragraph above, for at least 18 hours and then immediately cover the waterproof curing sheet conforming to ASTM C171, waterproof paper and polyethylene film, free of holes or tears. Keep sheet fully fat, without wrinkles or air bubbles, held down tautly at all edges. Do not use this method on slabs which will be exposed to view.

3.04 PLACING REINFORCEMENT

A. All reinforcement shall be detailed, fabricated and erected in accordance with the A.C.I. "Manual of Standard Practice for Detailing Reinforced Concrete Structure", (A.C.I. 315), including bar supports and spacers. At splices all reinforcing bars shall be lapped a minimum of twenty-four (24) bar diameters but not less than twelve (12) inches.

B. The reinforcing shall be fabricated to the shapes and dimensions shown and shall be placed where indicated on the drawing. Before placing, all reinforced steel shall be thoroughly cleaned of rust, mill scale or coatings, which would reduce or destroy the bond. Reinforcing bars shall conform to the requirements of the latest editions of the A.C.I. Code and the CRSI Manuals.

C. Wire mesh, unless otherwise shown on the drawings or specified, shall be 6" x 6" No. 10 woven or electrically welded wire fabric conforming to the requirements of ASTM Designation A185, latest revision.

D. Space chairs and bolsters in accordance with ACI 315 and 318 using height to furnish cover over reinforcing required. Chairs with plastic feet or stainless steel shall be used in all beams and elevated slabs. Chairs for other concrete adjacent to or on the ground may be pieces of concrete block or concrete brick compressed into subgrade with the rebars bearing directly on the pointed edge of the masonry supports, or chairs set on precast concrete pads compressed into the subgrade.

E. When placed in the forms, reinforcement shall be clean and free of all loose rust, scale, dust, dirt, paint, oil or other foreign material, and shall be accurately and securely positioned both laterally and vertically before placing concrete.

F. The rebars shall be fastened together at every intersection or at intervals not greater than 24 bar diameters by wire ties or by some alternate method

acceptable to the Engineer. In areas where large bars are closer together, the wire ties may be spaced not more than 30 bar diameter apart, rather than as specified above.

3.05 FORMS

A. Installation and erection shall be in accordance with ACI 347 and specified hereinafter.

B. Forms shall conform to shape, lines and dimensions of numbers indicated, and shall be sufficiently tight to prevent leakage of mortar. They shall not deflect under dead load weight of construction as a liquid or of construction load. Forms shall be properly braced or tied together so as to maintain position and shape within specified tolerances. Construct forms so that they can be removed steadily without hammering or prying against the concrete. Forms for exposed concrete shall be carefully made and accurately placed to obtain correct shape and line.

C. Forms shall be of wood, metal, or other approved materials. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate. Sectional forms shall produce a uniform surface and shall be assembled in a modular pattern. Pours will not be scheduled until all erection and bracing is complete. Walers, ties and braces shall be required for all forms. Chamfer strips made from nominal dimensional 1" x 1" lumber cut on the diagonal shall be installed at the top of the forms on all exposed edges of walls, slabs, beams and other structures above grade.

D. Drip edge shall be made from wood quarter round and installed where shown. Extruded plastic fillets shall be used where detailed. Circular structures shall be formed with special care, and attention to the appearance of the finished structure. Random location of fillers, non-modular sections, and excessive deviations from true circular segments shall be cause for rejection of the forms.

E. The Contractor shall be fully responsible for the adequacy of form work in its entirety. Forms shall support required loads and shall maintain their dimensional and surface correctness to produce members required drawings.

F. Slots, chases, recesses or other openings as shown on the drawings or as needed for the work of any other trades shall be boxed out.

G. Box out for all temporary openings and build forms to seal them up when and as required.

H. After sealing and immediately before the placing of reinforcing, faces of all forms in contact with the concrete shall receive a thorough coating of the liquid form releasing agent, applied in compliance with the Manufacturer's instructions.

I. Reused forms shall be thoroughly cleaned out of dirt, debris, concrete and foreign matter. Forms shall not be reused if they have developed defects which would affect their tightness and strength or desired surface finish. Used forms shall not be used for architectural concrete.

J. Forms shall be removed in a manner that will prevent injury to concrete. Supporting forms or shoring shall not be removed until the members have acquired sufficient strength to support their weight and any load thereon.

K. Removal shall be in sequence as approved by the Engineer. Unless test cylinders warrant another procedure, the forms shall not be removed from members prior to the time listed in the schedule hereinafter unless otherwise directed.

L. Bonding To Existing Surfaces: Clean existing concrete surfaces that are to have new concrete bonded thereto of all grease, oil, dust, dirt and loose particles and coat with an epoxy bonding agent just prior to placing of the new concrete. Apply the bonding agent as recommended by the manufacturer and allow the agent to become tacky before the new concrete is placed. Do not allow the bonding agent to overlap or be spilled on the surfaces to be exposed after the work is completed.

3.06 FORM REMOVAL

A. Maintain formwork in place for the following structural conditions until the concrete has attained the minimum percentage of indicated design compressive strength or for the period of time specified in the following table.

Note: Time periods in the table include all days except those in which the temperature falls below 40 degrees F.

3.07 CONCRETE FINISHINGS

A. Repair of Surface Defects:

1. General: Repair surface defects, including tie holes immediately after form removal. Dampen the area to be patched and an area at least 6 inches wide surrounding it to prevent absorption of water from the patching mortar. Notify the Engineer prior to commencing operations.

2. Removal of Defective Concrete: Remove all honeycombed and other defective concrete down to sound concrete. Cut edges perpendicular to the surface or slightly under cut. Sand blast surfaces to receive repair.

3. Bonding Grout: Thoroughly dampen surfaces to be patched and apply a coat of bonding grout consisting of one part cement to one part fine sand passing a No. 30 sieve and having the consistency of thick cream.

4. Placing Patching Mortar: After the bonding grout begins to lose its water sheen, apply a premixed patching mortar, thoroughly consolidating it into place and striking it off so as to leave the patch slightly higher than the surrounding surface. Leave mortar undisturbed for one hour to permit initial shrinkage and then finally finish.

5. Tie Holes: After being cleaned and thoroughly dampened, fill the tie holes solid with patching mortar.

B. Floated Finish: After concrete has been placed, consolidated, struck off and leveled, do not work the surface further until water sheen has disappeared and the surface has hardened sufficiently to permit floating. During the first floating, check the planeness of the slab with a 10 foot straightedge applied at no less than two angles. Cut down all high spots and fill all low spots to produce a surface having the required tolerance. Then refloat the slab to a uniform sandy texture.

C. Light Broomed Finish: After floating, power trowel slabs to receive a light broomed finish to produce a smooth surface, relatively free of defects. Before the surface sets, pass a soft broom drag over the surface to produce a surface uniform in texture and appearance.

D. Troweled Finish: After floating, power trowel slabs to receive a troweled finish to produce a smooth surface, relatively free of defects. Hand trowel after the surface has hardened sufficiently. When a ringing sound is produced as the trowel is moved over the surfaces, perform final troweling by hand to produce a surface which is thoroughly consolidated, free from trowel marks, uniform in texture and appearance and plane to a tolerance of 1/8 inch of 10 feet as determined by a 10 foot straightedge placed anywhere on the slab in any direction.

E. Hardener Finish: Where indicated to receive a troweled hardener finish, water cure slabs without application of curing and sealing agent. When slab is at least 20 days old and thoroughly dry, apply the hardener in accordance with the manufacturer's recommendations. Where dry-shake hardener or slip resistant finish is required, apply the hardener or slip-resistant product prior to complete curing and finishing, in accordance with the requirements and recommendations of the product manufacturer.

F. Saw Cut Joints: Cut joints that are to be saw cut not sooner than 2 hours after the concrete is poured and not later than 8 hours after the pour.

3.07 TESTS

A. Compressive strength tests shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the American Society for Testing Materials Methods C-31 and C-39, latest revision. Four specimen test cylinders shall be taken from each pour of five (5) cubic yards or more. One additional test shall be taken from each thirty (30) cubic yards or fraction thereof in each pour in excess of thirty (30) cubic yards.

B. Test specimens shall be taken from manhole bottom pours of less than five (5) cubic yards as directed by the Engineer. Test specimens shall be taken in the presence of the Engineer. One cylinder from each pour shall be broken at seven (7) days, the remainder at twenty-eight (28) days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.

C. Slump test shall be made in accordance with ASTM C143, latest revision, and shall be made with each load and at time of cylinders.

D. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimen, and shall provide clean, moist sand or burlap for curing. Cylinder shall not be shipped to the testing laboratory until the third day following preparation, and shall be protected from accidental damage at all times.

E. The test cylinders shall be tested in a recognized commercial testing laboratory at the expense of the Contractor.

3.08 EXPANSION JOINTS, CONSTRUCTION JOINTS AND WATER SPOTS

A. Expansion Joins shall be places as indicated on the drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D175, Preformed Joint Filler, non-extruding and resilient (bituminous type), thickness as shown on the drawings. Joint materials for isolation joints, slab-on-grade joints and wall joints not exposed to water and sewage shall conform to ASTM D994, preformed expansion joint filler for concrete (bituminous type), thickness as shown on the drawings.

B. Construction Joins shall be located in accordance with a schedule of pours which shall be prepared and submitted by the Contractor. Vertical construction joints shall be held to the minimum number consistent with good standard practice.

C. Water Stops. Material for water stops shall be 9-inch PVC multi-rib center-bulb type for expansion joints, and 1/4" x 4" and 1/8" x 4" structural steel sheets for construction joints. PVC joint material shall be as manufactured by The Burke Company, or approved equal.

END OF SECTION

SECTION 03200
FIBER-REINFORCED CONCRETE

SECTION 1 - SCOPE

1.01 This specification covers all forms of fiber-reinforced concrete that are delivered to a purchaser with the ingredients uniformly mixed, and that can be sampled and tested at the point of delivery. It does not cover the placement, consolidation, curing, or protection of the fiber-reinforced concrete after delivery to the purchaser.

1.02 Certain sections of this specification are also applicable to fiber-reinforced concrete intended for shotcreting by the dry-mix process when sampling and testing of concrete is possible only at the point of placement. In this case, the sections dealing with batching plant, mixing equipment, mixing and delivery, and measurement of workability and air content, are not applicable.

1.03 This specification does not cover thin-section glass fiber-reinforced concrete manufactured by the spray-up process that is under the jurisdiction of ASTM Subcommittee C27.40.

1.04 The values stated in either SI units or inch-pound units are to be regarded separately as standard. The values stated in each system may not be exact equivalents; therefore, each system shall be used independently of the other. Combining values from the two systems may result in non-conformance with the standard.

1.05 The following precautionary statement pertains only to the test method portion, Sections 15 and 18, of this specification: This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.

SECTION 2 – REFERENCED DOCUMENTS

2.01 ASTM Standards

A820/A820M Specification for Steel Fibers for Fiber-Reinforced Concrete.

C31/C31M Practice for Making and Curing Concrete Test Specimens in the Field.

C39/C39M Test Method for Compressive Strength of Cylindrical Concrete Specimens.

C42/C42M Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

C94/C94M Specification for Ready-Mixed Concrete.

C125 Terminology Relating to Concrete and Concrete Aggregates.

C138/C138M Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete.

C143/C143M Test Method for Slump of Hydraulic-Cement Concrete.

C150 Specification for Portland Cement.

C172 Practice for Sampling Freshly Mixed Concrete.

C173/C173M Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.

C192/C192M Practice for Making and Curing Concrete Test Specimens in the Laboratory C231 Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

C387 Specification for Packaged, Dry, Combined Materials for Mortar and Concrete.

C567 Test Method for Determining Density of Structural Lightweight Concrete.

C666/C666M Test Method for Resistance of Concrete to Rapid Freezing and Thawing.

C684 Test Method for Making, Accelerated Curing, and Testing Concrete Compression Test Specimens.

C685/C685M Specification for Concrete Made by Volumetric Batching and Continuous Mixing.

C1077 Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

C1140 Practice for Preparing and Testing Specimens from Shotcrete Test Panels.

C1385/C1385M Practice for Sampling Materials for Shotcrete.

C1399 Test Method for Obtaining Average Residual-Strength of Fiber-Reinforced Concrete.

C1436 Specification for Materials for Shotcrete C1480 Specification for Packaged, Pre-Blended, Dry, Combined Materials for Use in Wet or Dry Shotcrete Application.

C1550 Test Method for Flexural Toughness of Fiber Reinforced Concrete (Using Centrally Loaded Round Panel).

C1602/C1602M Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete.

C1604/C1604M Test Method for Obtaining and Testing Drilled Cores of Shotcrete.

C1609/C1609M Test Method for Flexural Performance of Fiber-Reinforced Concrete (Using Beam With Third-Point Loading).

C1666/C1666M Specification for Alkali Resistant (AR) Glass Fiber for GFRC and Fiber-Reinforced Concrete and Cement.

D6942 Test Method for Stability of Cellulose Fibers in Alkaline Environments.

D7357 Specification for Cellulose Fibers for Fiber-Reinforced Concrete.

2.02 ACI STANDARDS AND REPORTS

211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.

211.2 Standard Practice for Selecting Proportions for Structural Lightweight Concrete.

506.2 Specifications for Materials, Proportioning and Application of Shotcrete

SECTION 3 - TERMINOLOGY

3.01 Definitions

3.1.1 For definitions of terms used in this specification, refer to Terminology C125.specification, refer to Terminology C125.

3.2 Definitions of Terms Specific to This Standard:

3.2.1 manufacturer, n-the producer who furnishes.

3.2.2 purchaser, n-the owner, or representative thereof, who buys the fiber-reinforced concrete.

SECTION 4 - CLASSIFICATION

4.1 This specification classifies fiber-reinforced concrete by the material type of the fiber incorporated.

NOTE 1—The performance of fiber-reinforced concrete depends upon the susceptibility of the fibers to physical damage during mixing or shotcreting and to chemical damage on exposure to the cement paste solution, which is highly alkaline and may also contain carbon dioxide, chlorides, sulfates or oxygen. Improper methods of fiber addition to a concrete mix can lead to balling of some types of fiber; consult manufacturer for advice as to correct method before use. The magnitude of improvements in the mechanical properties of the concrete or shotcrete imparted by fibers can also reflect the material characteristics, geometry, and design of the fiber type.

4.1.1 Type I Steel Fiber-Reinforced Concrete - Contains stainless steel, alloy steel, or carbon steel fibers conforming to Specification A820/A820M..

4.1.2 Type II Glass Fiber-Reinforced Concrete - Contains alkali-resistant (AR) glass fibers conforming to Specification C1666/C1666M.

4.1.3 Type III Synthetic Fiber-Reinforced Concrete - Contains synthetic fibers for which documentary evidence can be produced confirming their resistance to deterioration when in contact with the moisture and alkalis present in cement paste and the substances present in admixtures throughout the anticipated useful life of the structure (see Note 2 and 4.2).

NOTE 2—Fibers such as polyolefins (polypropylene and polyethylene), nylon, and carbon have been shown to be durable in concrete.

4.1.4 Type IV Natural Fiber-Reinforced Concrete - Contains natural fibers for which documentary evidence can be produced confirming their resistance to deterioration when in contact with the moisture and alkalis present in cement paste and the substances present in admixtures throughout the anticipated useful life of the structure. When Type IV fiber-reinforced concrete contains cellulose fibers they shall conform to Specification D7357.

NOTE 3—The classification, natural fibers, refers to a population of fibers that are manufactured from natural fibrous resources and are used for the first time in concrete. Depending on the initial raw material and the manufacturing process employed to produce the fiber, the final physical and chemical fiber properties in this general classification can vary greatly. Some natural fibers are susceptible to deterioration from exposure to alkalis; Test Method D6942 may be used to determine the susceptibility of these fibers to deterioration as a result of exposure to alkalis in concrete. Conversely, many other natural fiber types are highly resistant to alkalis and can remain in concrete with no degradation for the complete product life cycle.

4.2 When the purchaser chooses to permit the use of fibers other than those complying with the classifications in 4.1, the manufacturer or supplier shall show evidence satisfactory to the purchaser that the type of fiber proposed for use shows resistance to deterioration when in contact with the moisture and alkalis present in cement paste and the substances present in admixtures throughout the anticipated useful life of the structure.

SECTION 5 – BASIS OF PURCHASE

5.1 The basis of purchase for fiber-reinforced concrete shall be in accordance with the Basis of Purchase Sections of Specification C94/C94M or Specification C685/C685M.

SECTION 6 – ORDERING INFORMATION

6.1 In the absence of designated applicable general specifications, the purchaser shall specify the following:

6.1.1 Type of fiber-reinforced concrete required. See Section 4.

6.1.2 Type of cement at the purchaser's option, otherwise the cement shall be Type 1 meeting the requirements of Specification C150;

6.1.3 Designated size, or sizes, of coarse aggregates;

6.1.4 Slump required at the point of delivery, or when appropriate the point of placement, subject to the tolerances hereinafter specified;

6.1.5 Air content when air-entrainment is required, based on the air content of samples taken at the point of discharge, or when appropriate the point of placement, subject to the tolerances hereinafter specified;

NOTE 4—In selecting the specified air content, the purchaser should consider the exposure conditions to which the concrete will be subjected. Air contents less than shown in Table 1 may not produce adequate durability. Air contents higher than the levels shown may reduce strength without contributing further to freeze-thaw resistance.

6.1.6 When structural lightweight concrete is specified, the purchaser shall specify the density as freshly mixed density, equilibrium density, or oven-dry density.

NOTE 5—The freshly mixed density of lightweight concrete, that is the only density determinable at the time of delivery, is always higher than the equilibrium density or oven-dry density. Definitions of, and methods for determining or calculating freshly mixed, equilibrium, and oven-dry densities of lightweight concrete are covered in Test Methods C138/C138M and C567.

6.1.7 If desired, any of the optional requirements of Table 2 of Specification C1602/C1602M.

6.1.8 One of the following Options A, B, or C, shall be used as the basis for determining the proportions of the fiber-reinforced concrete of the quality required.

6.2 Option A:

6.2.1 When the purchaser assumes responsibility for mixture proportioning, the following parameters shall also be specified by the purchaser:

6.2.1.1 The cement content in kilograms per cubic meter [pounds per cubic yard],

6.2.1.2 If supplementary cementitious materials are re-quired, the type, and amounts to be used in kilograms per cubic meter [pounds per cubic yard], or in percentages by mass of cement,

6.2.1.3 The maximum allowable amount of mixing water in liters per cubic meter [gallons per cubic yard], including surface moisture on the aggregates, but excluding water absorbed by the aggregate,

6.2.1.4 If air-entraining admixtures are required, the type, name, and dosage range to be used to achieve the specified air content, (see 6.1.4),

6.2.1.5 If chemical admixtures are required, the type, name, and dosage range to be used, and:

6.2.1.6 The type of fibers to be used and the amount in kilograms per cubic meter [pounds per cubic yard], (see Classification Section 4).

NOTE 6—The dosage of air-entraining, water-reducing (including high-range), accelerating, and retarding admixtures needed to satisfy the material performance requirements varies. Therefore, dosage ranges should be specified to ensure that the material performance requirements can be met.

NOTE 7—The purchaser, in selecting requirements for which he assumes responsibility should give consideration to requirements for workability, placeability, durability, surface texture, and density. The purchaser is referred to ACI Practices 211.1 and 211.2 for selecting proportions that will result in concrete suitable for various types of structures and conditions of exposure, and to ACI Report 544.3R4 for selecting concrete and fiber parameters suitable for fiber-reinforced concrete. For guidance on selecting proportions for fiber-reinforced shotcrete, the purchaser is referred to ACI Reports 506.1R5 and 506.R6 and ACI Specification 506.2.

6.2.2 At the request of the purchaser, the manufacturer shall, prior to the actual delivery of concrete, furnish a statement to the purchaser giving the sources, relative densities, sieve analyses, and saturated surface-dry masses of fine and coarse aggregates, and the amount of mixing water per cubic meter [per cubic yard] that will be used in the manufacture of each class of concrete ordered by the purchaser.

6.3 Option B:

6.3.1 When the purchaser requires the manufacturer to assume full responsibility for mixture proportioning (see Note 7), the purchaser shall also specify the following:

6.3.1.1 Requirements for flexural performance determined in accordance with one of the following: Test Method C1399, C1550 or C1609/C1609M, using samples obtained at the point of discharge, or when appropriate at the point of placement. At the option of the purchaser, compressive strength (Test Method C39/C39M) shall be specified when the flexural requirements are considered inadequate for ensuring the quality of the matrix of the fiber-reinforced concrete. Unless accelerated curing and testing in accordance with the warm water or boiling water procedures of Test Method C684 is specified, tests shall be performed after standard moist curing in accordance with Practices C31/C31M at 28 days, or such other ages as are specified by the purchaser.

NOTE 8—While flexural strength at first peak is affected by the type and amount of fibers, it is more dependent on the characteristics of the mortar or concrete matrix, so it is recommended that the purchaser, when specifying flexural strength at first peak, consider factors known to

influence the strength of normal concrete such as, water-cement ratio, aggregate maximum size, and the presence of chemical or supplementary cementitious materials.

6.3.2 At the request of the purchaser, the manufacturer shall, prior to the actual delivery of concrete, furnish a statement to the purchaser giving the sources, relative densities, sieve analyses, and saturated surface-dry masses of fine and coarse aggregates, the dry masses of cement and supplementary cementitious materials, the type, dimensions, and weight of fibers, the quantities, types and names of chemical and air-entraining admixtures (if any), and the amount of mixing water per cubic meter [per cubic yard] that will be used in the manufacture of each class of concrete ordered by the purchaser. The manufacturer shall also furnish evidence satisfactory to the purchaser that the materials to be used and the proportions selected will produce fiber-reinforced concrete of the quality specified.

6.4 Option C:

6.4.1 When the purchaser requires the manufacturer to assume responsibility for mixture proportioning with the minimum allowable cement content specified (see Note 7), the purchaser shall also specify the following:

6.4.1.1 Requirements for flexural performance determined in accordance with one of the following: Test Method C1399, C1550, or C1609/C1609M, using samples obtained at the point of discharge, or when appropriate the point of placement. At the option of the purchaser, compressive strength (Test Method C39/C39M) shall be specified when the flexural requirements are considered inadequate for ensuring the quality of the matrix of the fiber-reinforced concrete. Unless accelerated curing and testing in accordance with the warm water or boiling water procedures of Test Method C684 is specified, tests shall be performed after standard moist curing in accordance with Practices C31/C31M at 28 days, or such other ages as are specified by the purchaser (see Note 8).

6.4.1.2 Minimum cement content in kilograms per cubic meter [pounds per cubic yard].

6.4.1.3 If admixtures are required, the type, name, and dosage to be used. The cement content shall not be reduced when admixtures are used.

NOTE 9—Option C can be distinctive and useful only if the designated minimum cement content is at about the same level that would ordinarily be required for the mechanical properties, aggregate size, and workability specified. It must be an amount that will be sufficient to ensure durability under expected service conditions, as well as satisfactory surface texture and density. For additional information refer to ACI Practices 211.1 and 211.2.

6.4.2 At the request of the purchaser, the manufacturer shall, prior to the actual delivery of the concrete, furnish a statement to the purchaser giving the sources, relative densities, sieve analyses and saturated surface-dry masses of fine and coarse aggregates, the dry masses of cement and supplementary cementitious materials, the type, dimensions, and weight of fibers, the quantities, types and names of chemical and air-entraining admixtures (if any), and the amount of mixing water per cubic meter [per cubic yard] that will be used in the manufacture of each class

of concrete ordered by the purchaser. The manufacturer shall also furnish evidence satisfactory to the purchaser that the materials to be used and the proportions selected will produce fiber-reinforced concrete of the quality specified.

6.5 The proportions arrived at by Options A, B, or C for each class of fiber-reinforced concrete approved for use in a project shall be assigned a designation to facilitate identification of each mixture delivered to the project. A certified copy of the proportions of all mixtures as established in Options A, B, or C shall be kept on file by the manufacturer.

6.6 The purchaser shall ensure that the manufacturer is provided copies of all reports of tests performed on concrete samples taken to determine compliance with specification requirements. Reports shall be provided on a timely basis.

SECTION 7 – MATERIALS AND MANUFACTURE

7.1 In the absence of designated applicable specifications covering requirements for quality of materials, the following specifications shall govern:

7.1.1 Except for fibers, materials for the manufacture of fiber-reinforced concrete shall conform to Specification C94/C94M and materials for the manufacturer of fiber-reinforced concrete intended for shotcreting shall conform to Specification C1436.

7.1.2 Fibers—Fibers shall be capable of producing fiber-reinforced concrete meeting the requirements of this specification. Steel fibers shall conform to Specification A820/A820M, alkali-resistant (AR) glass fibers shall conform to Specification C1666/C1666M, and cellulose fibers shall con-form to Specification D7357.

SECTION 8 – MEASURING MATERIALS

8.1 Except as otherwise specifically permitted by the purchaser, cement, supplementary cementitious materials, fine and coarse aggregates, mixing water, and admixtures shall be measured in accordance with the applicable requirements of Specification C94/C94M or Specification C685/C685M.

8.2 Fibers shall be batched by mass or volume with an accuracy of –3 % and +5 % of the amount required per batch.

8.3 Fibers shall be measured by mass when fiber-reinforced concrete is produced in accordance with Specification C94/C94M, and by volume when the fiber-reinforced concrete is produced in accordance with Specification C685/C685M. When the fibers are to be measured by mass, bags, boxes, or like containers are acceptable provided that such like containers are sealed by the fiber manufacturer and have the mass contained therein clearly marked. No fraction of a container delivered unsealed, or left over from previous work, shall be used unless weighed.

8.4 Prepackaged, dry, combined materials, including fibers, shall comply with the packaging and marking requirements of Specification C387 or C1480 and shall be accepted for use provided

that after addition of water, the resulting fiber-reinforced concrete meets the performance requirements of this specification.

SECTION 9 – BATCHING PLANT

9.1 Batching plant used for the preparation of batch-mixed fiber-reinforced concrete shall comply with the applicable requirements of Specification C94/94M

NOTE 10—A vibrating screen or other device for separating fibers may be required to avoid clumping of some types of fibers prior to mixing with concrete.

9.2 Batching plant used for the preparation of continuously-mixed fiber-reinforced concrete shall comply with the applicable requirements of Specification C685/C685M.

SECTION 10 – MIXING EQUIPMENT

10.1 Mixers or agitators for batch-mixed fiber-reinforced concrete shall comply with the applicable requirements of Specification C94/C94M.

10.2 Mixers for continuously mixed fiber-reinforced concrete shall comply with the applicable provisions of Specification C685/C685M.

SECTION 11 – MIXING AND DELIVERY

11.1 Batch-mixed fiber-reinforced concrete, whether prepared on site or at a location remote from the site, shall be mixed and delivered to the point designated by the purchaser in accordance with the applicable requirements of Specification C94/C94M including the requirements for uniformity in the Annex.

11.2 Continuously mixed fiber-reinforced concrete, whether prepared on site or at a location remote from the site, shall be mixed and delivered to the point designated by the purchaser in accordance with the applicable requirements of Specification C685/C685M including the requirements for uniformity in the Annex.

11.3 Fiber-reinforced concrete shall be free of fiber balls when delivered mixed and delivered to the point designated by the purchaser in accordance with the applicable requirements of Specification C685/C685M including the requirements for uniformity in the Annex.

TABLE 1 Recommended Total Air Content for Air-Entrained Concrete [A,B]

Exposure Condition[C]	Total Air Content, %						
	Nominal Maximum Sizes of Aggregate, mm [in.]						
	9.5 [3⁄8]	12.5 [1⁄2]	19.0 [3⁄4]	25.0 [1]	37.5 [1 1⁄2]	50.0 [2]	75.0 [3]
Mild	4.5	4.0	3.5	3.0	2.5	2.0	1.5
Moderate	6.0	5.5	5.0	4.5	4.5	4.0	3.5
Severe	7.5	7.0	6.0	6.0	5.5	5.0	4.5

A For air-entrained concrete, when specified.
B Unless exposure conditions dictate otherwise, air contents recommended above may be reduced by up to 1 % for concretes with specified compressive strength, fc, of 34.5 MPa [5000 psi] or above.
C For description of exposure conditions, refer to ACI 211.1, Table number 5.3.3 with attention to accompanying footnotes.

SECTION 12 – BATCH TICKET INFORMATION

12.1 The manufacturer of the fiber-reinforced concrete shall furnish to the purchaser a delivery ticket or statement of particulars on which is printed, stamped, or written, information in one of the following two alternative formats:

12.1.1 Batch-Mixing Format—The details identified in the applicable requirements of Specification C94/C94M, and details of the type, brand, and amount of fibers used.

12.1.2 Continuous Mixing Format—The details identified in the applicable requirements of Specification C685/C685M, and details of the type, brand, and amount of fibers used.

SECTION 13 – INSPECITON OF MATERIALS, PRODUCTION, AND DELIVERY

13.1 The manufacturer shall afford the inspector all reasonable access, without charge, for making necessary checks of the production facilities and for securing necessary samples to determine if the materials used in the fiber-reinforced concrete comply with the requirements of this specification. Inspection, sampling, and testing shall not interfere unnecessarily with the manufacturing and delivery operations.

SECTION 14 – SAMPLING

14.1 The contractor shall afford the inspector all reasonable access, without charge, for the procurement of samples of freshly mixed fiber-reinforced concrete at the time of placement to determine compliance with the requirements of this specification.

14.2 Samples of batch-mixed fiber-reinforced concrete shall be obtained in accordance with Practice C172 or C1385/C1385M as appropriate, except that wet-sieving shall not be permitted. Sampling for uniformity tests shall be in accordance with Specification C94/C94M.

14.3 Samples of continuously mixed fiber-reinforced concrete shall be obtained in accordance with the applicable requirements of Specification C685/C685M, except that wet-sieving shall not be permitted. Sampling for uniformity tests shall be in accordance with Specification C685/C685M.

SECTION 15 – SLUMP AND AIR CONTENT TESTS

15.1 Make tests for slump in accordance with Test Method C143/C143M and air content in accordance with Test Method C173/C173M or Test Method C231 at the time of placement, at

the option of the inspector, as often as necessary for control checks, and acceptance purposes, and always when specimens for tests on hardened concrete are made. When water is added in accordance with the requirements of this specification (see Tolerances in Slump Section 16), repeat all tests, and use the results of the second set of tests to establish whether or not the requirements of this specification are met.

15.2 If the measured slump or air content falls outside the limits permitted by this specification, make a check test immediately on another portion of the same sample. If the results again fall outside the permitted limits, the material represented by the sample fails to meet the requirements of this specification.

SECTION 16 – TOLERANCES IN SLUMP

16.1 Unless other tolerances are included in the project specifications, the following shall apply to all forms of fiber-reinforced concrete except dry-mix shotcrete.

16.1.1 When the project specifications for slump are written as a “maximum” or “not to exceed” requirement:

	Specified Slump	
	If 75 mm [3 in.] or less	If more than 75 mm [3 in.]
Plus Tolerance	0	0
Minus Tolerance	40 mm [1 1⁄2 in.]	65 mm [2 1⁄2 in.]

These tolerances apply only if one addition of water is permitted on the job provided such addition does not increase the water-cement ratio above the maximum permitted by the project specifications.

NOTE 11—The slump of a fiber-reinforced concrete is less than the slump of an otherwise identical concrete without fibers. The magnitude of the difference depends strongly on the amount and type of fibers, so it is recommended that trial mixtures representing the amount and type of fibers to be used in the work be prepared and tested to ensure that the specified slump requirements are met.

16.1.2 When the project specifications for slump are not written as a “maximum” or “not to exceed” requirement:

Tolerances for Nominal Slumps	
For Specified Slump of	Tolerance
50 mm [2 in.] and less	+/-15 mm [1⁄2 in.]
50 to 100 mm [2 to 4 in.]	+/-25 mm [1 in.]
more than 100 mm [4 in.]	+/-40 mm [1 1⁄2 in.]

16.2 Fiber-reinforced concrete shall be available within the permissible range of slump for a period of 30 min starting either on arrival at the job site or after the permitted slump adjustment, whichever is later. The first and last 1⁄4 m3 [1⁄4 yd3] discharged are exempt from this

requirement. If the user is unprepared for discharge of the material at the job site, the manufacturer shall not be responsible for failure to meet slump requirements after 30 min have elapsed beyond either the actual arrival time at the job site or the requested delivery time, whichever is later.

SECTION 17 – TOLERANCE IN AIR CONTENT

17.1 When air-entrainment is specified, the total air content measured shall be within a tolerance of +/-1.5 of the specified value in percent.

SECTION 18 – ACCEPTANCE TESTING OF HARDENED FIBER-REINFORCED CONCRETE

18.1 Obtain material for the preparation of test specimens in accordance with the sampling section of this specification.

18.2 When post-crack flexural performance is used as the basis for acceptance of fiber-reinforced concrete, make, condition, and test sets of test specimens in accordance with Test Method C1399, C1550 or C1609/C1609M as specified.

18.3 When flexural strength is used as the basis for acceptance, make and test sets of at least three test specimens in accordance with the requirements for sampling and conditioning given in Test Method C1609/C1609M. Test specimens representing thin sections, as defined in Test Method C1609/C1609M, or specimens representing fiber-reinforced shotcrete of any thickness, shall be tested as cast or placed without being turned on their sides before placement on the support system. Acceptance shall not be based on flexural strength alone when post-crack performance is important.

NOTE 12—Test Method C1609/C1609M provides for the determination of first peak flexural strength when required by the purchaser. For many type-amount fiber combinations, the first peak flexural strength is not significantly greater than the peak strength in flexure.

18.4 When compressive strength is used as part of the basis for acceptance of fiber-reinforced concrete, make sets of at least two test specimens in accordance with the applicable requirements of Practices C31/C31M and C192/C192M, or Test Methods C42/C42M or C1604/C1604M and condition and test in accordance with Test Methods C39/C39M, C42/C42M, or C1604/C1604M. Acceptance shall not be based on compressive strength alone.

18.5 The testing laboratory performing acceptance tests shall comply with the requirements of Practice C1077.

SECTION 19 – FREQUENCY OF TESTS

19.1 The frequency of tests on hardened fiber-reinforced concrete shall be in accordance with the following requirements:

19.1.1 Batch-Mixing—Tests shall be made with a frequency of not less than one test for each 115 m^3 [150 yd^3]. Each test shall be made from a separate batch. On each day fiber-reinforced concrete is mixed, at least one test shall be made for each class of material.

19.1.2 Continuous Mixing—Tests shall be made for each 19 m^3 [25 yd^3] or fraction thereof, or whenever significant changes have been made in the proportioning controls. On each day fiber-reinforced concrete is mixed, at least one test shall be made for each class of material.

19.1.3 *Shotcrete*—Tests shall be made for each 38 m^3 [50 yd^3] placed using specimens sawed or cored from the structure or from corresponding test panels prepared in accordance with Practice C1140. On each day fiber-reinforced shotcrete is prepared, at least one test shall be made for each class of material.

19.2 The representative of the purchaser shall ascertain and record the delivery-ticket number or equivalent information and the exact location in the work at which the material represented by each test is deposited.

SECTION 20 – CALCULATION OF TEST RESULTS

20.1 A test result shall be based on the mean of the property values for a set of hardened concrete test specimens constituting a test unit as defined herein or in the applicable test method.

20.2 Any individual test specimen in a set constituting a test unit, as defined herein or in the applicable test method, shall be deemed defective and discarded if it shows definite evidence of improper sampling, molding, handling, curing, or testing, and the mean of the property values for the remaining test specimens shall be considered the test result. If more than one specimen in the set is deemed defective on this basis, the test result shall be rejected.

SECTION 21 – PERFORMANCE REQUIREMENTS

21.1 Unless specifically excluded by the purchaser when ordering material in accordance with Option B or C, fiber-reinforced concrete prepared in accordance with this specification shall meet the following requirements:

21.2 For post-crack flexural performance determined in accordance with Test Method C1399, C1550, or C1609/C1609M, the test results shall equal or exceed the specified values at the applicable test age.

NOTE 13—A post-crack performance requirement should not be specified when fibers are used only to control plastic shrinkage cracking.

21.3 When first-peak and peak flexural strength, in accordance with Test Method C1609/C1609M, or compressive strength, in accordance with Test Method C39/C39M, are performance requirements, the test results shall equal or exceed the specified values at the applicable test age.

21.4 When the fiber-reinforced concrete is to be exposed to cycles of freezing and thawing, and the purchaser requires evidence of satisfactory durability, such evidence shall be provided by the manufacturer. A proven record of satisfactory freeze-thaw durability for concrete with or without fibers, made using the same air content, aggregates, and mixture proportions as the fiber-reinforced concrete specified for the work, shall be considered acceptable evidence when the concrete has been in place for at least two winters. In the absence of such a record, satisfactory durability shall be demonstrated for the fiber-reinforced concrete proposed for the work by the attainment of an average durability factor of at least 80 % for a set of three specimens tested according to Procedure A of Test Method C666/C666M.

SECTION 22 – FAILURE TO MEET REQUIREMENTS

22.1 When fiber-reinforced concrete fails to meet the requirements of this specification, the manufacturer and the purchaser shall confer to determine whether agreement can be reached as to what adjustment, if any shall be made. If agreement on a mutually satisfactory adjustment cannot be reached by the manufacturer and the purchaser, a decision shall be made by a panel of three qualified engineers, one of whom shall be designated by the purchaser, one by the manufacturer, and the third chosen by these two members of the panel. The question of responsibility for the cost of such arbitration shall be determined by the panel. Its decision shall be binding, except as modified by a court decision.

SECTION 23 – KEYWORDS

23.1 accuracy; average residual-strength; certification; fibers; fiber-reinforced concrete; flexural parameters; materials for; scales; testing; toughness.

END OF SECTION

SECTION 03300
CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Work consists of the forming, mixing, placing and curing concrete for use in small structures, sidewalk, and curb replacement.

1.02 QUALITY ASSURANCE

A. Concrete may be standard design and product of commercial ready-mix or transit-mix supplier conforming to the following requirements:

Class	Cement Content per cubic yard	Minimum 28-day Strength (lb. per sq. in.)
Structural	6.25 bags or 600 pounds	4000

B. Job mixes of small quantities shall conform to the same requirements.

1.03 SUBMITTALS

A. Compressive strength tests, when required by the Engineer, shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the ASTM C31 and C39. Three specimen test cylinders shall be taken from each concrete pour of three cubic yards. One additional test cylinder shall be taken for quantities up to one truck load. Test specimens shall be taken in the presence of the Engineer. One cylinder from each pour shall be broken at seven days, the remainder at twenty-eight days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.

B. Slump test shall be made in accordance with ASTM C143, and shall be made whenever directed by the Engineer.

C. Responsibility for Tests and Reports:

1. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimens, and shall provide clean, moist sand or burlap for curing. Cylinders shall be shipped to the testing laboratory until the third day following preparation, and shall be protected from accidental damage at all times.

2. The test cylinders shall be tested in a recognized commercial testing laboratory.

1.04 DELIVERY AND STORAGE

A. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following:

Date and time leaving plant
Type of cement and weight
Quantity of water and time added
Additive (if any).

B. Bulk or bagged cement or bagged concrete mix shall be stored off the ground in a sheltered area.

PART 2 - PRODUCTS

2.01 CEMENT

A. Portland cement shall conform to the latest revision of Federal and/or ASTM Specifications enumerated below:

1. For general concrete construction, ASTM C150, Type I.

2. Type II (meeting ASTM C150) cement shall be used in all areas where the concrete will be subjected to a hydrogen sulfide environment (i.e., direct contact with groundwater).

2.02 AGGREGATES

A. Fine Aggregate:

1. Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand.

2. The fine aggregate shall be reasonably well graded from coarse to fine.

B. Coarse Aggregate:

1. Coarse aggregate shall be washed and consist of hard, tough, durable components, free from adherent coatings, salt, alkali, vegetable matter, and shall no contain an excessive number of soft, friable, thin or elongated particles. Coarse aggregate shall be properly grades from fine to coarse to produce concrete of the desired strength, density, and workability.

2. Where the cover over reinforcing is two inches or more, the maximum size of aggregate shall be 1-1/2 inches. Where the cover over reinforcing is less than two inches, the maximum size of aggregate shall be 3/4-inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars.

2.03 BAGGED CONCRETE MIX

A. For very small amounts of concrete a premixed sand, gravel and cement in 40 lb. (1/3 cu. ft.) or 80 lb. (2/3 cu. ft.) bags may be used. The Engineer must give approval for its use.

2.04 ADMIXTURES

A. The design mix may be based upon the use of such admixtures as the designer may select to improve the workability, plasticity or rate of curing of the concrete.

2.05 MIXING WATER

A. The water used in mixing concrete shall be fresh, clean and free from injurious amounts of oil, acid, alkali, or organic matter.

B. Water from any source other than a municipal water supply shall be shown by test to comply with Florida State Department of Transportation requirements for mixing water.

2.06 STEEL BAR AND WIRE FABRIC REINFORCEMENT

A. The reinforcing shall be fabricated to the proper shapes and dimensions. Before placing, all reinforcements shall be thoroughly cleaned of rust, mill scale and/or coatings.

B. Reinforcing bars shall conform to the requirements of ASTM A615, Grade 60 including hoops and stirrups.

C. Reinforcing steel shall be detailed, fabricated and placed according to the methods and standards recommended in the "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of the American Concrete Institute.

D. Splices in reinforcing mats shall be staggered. Horizontal mats shall be supported on metal chairs with all sills or pads below subgrade. Spacers shall be provided for wall and column steel and shall be removed as the concrete is placed.

E. Wire fabric, unless otherwise shown or specified, shall be 6-inches by 6-inches by W1.4 x W1.4 woven or electrically welded wire fabric conforming to the requirements of ASTM A185.

PART 3 - EXECUTION

3.01 FORMS

A. Material:

1. Forms shall be of wood, metal, or other approved materials, shall be built true to line and grade, mortar-tight, adequately braced and supported, and sufficiently rigid to prevent displacement or sagging. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate.

2. Form work shall be constructed conforming to AC1 347 Chapter 2. Joints of sectional forms shall be located in a modular manner with as few fillers as possible. Voids in plywood and joints between form modules used for concrete exposed to view or hydraulic action shall be filled with silicone sealant and shall be tool smooth. Profile items such reglets and anchors shall be securely fastened with flush mechanical fasteners.

3. Pours shall not be scheduled until all erection and bracing of form work has been completed.

3.02 CONCRETE PLACING

A. Concrete shall not be placed until forms and reinforcing have been inspected.

B. Concrete shall be placed with the aid of mechanical vibrating equipment supplemented by hand forking or spading. Vibration shall be transmitted directly to the concrete and not through the forms. The duration of vibration at any location in the forms shall be held to the minimum necessary to produce through consolidation.

C. Concrete shall be compacted and worked in an approved manner into all corners and angles of the forms and around reinforcement and embedded fixtures in such a manner as to prevent segregation of the coarse aggregate.

D. Before depositing new concrete on or against concrete which has set, the existing surfaces shall be cleaned of all laitance, foreign matter and loose particles, and slushed with a neat cement grout. Grout for horizontal construction joints shall be of cement and fine aggregate in the same proportions as in the concrete to be placed, and shall be from 1/2- to 1-inch thickness.

E. The concrete shall be placed by suitable equipment as nearly as possible to its final location and without any segregation of the aggregate. Free vertical drop shall not exceed three feet.

3.03 CONCRETE CURING

A. Water for curing shall be clear and entirely free from any elements which might cause staining or discoloration.

B. Concrete shall be kept wet by covering with water, water saturated covering, or by alternate methods which will keep all surfaces continuously wet, for a period of seven days.

C. Where wood forms are left in place during curing, they shall be kept wet at all times.

3.04 WEATHER PROTECTION

A. No concrete shall be mixed or placed when the air temperature in the shade and away from artificial heat is as low as 40 degrees F., and falling. Concrete may be mixed and placed when the air temperature in the shade and away from artificial heat is 35 degrees Fahrenheit, and rising.

B. Fresh concrete shall be protected from rain, flowing water and mechanical injury.

3.05 CONCRETE FINISHING

A. Slabs, Walks and Pavements shall be brought to a true and even finish by power or hand-floating. The surface shall be floated to a true, smooth finish. Troweling shall be the minimum to obtain a smooth, dense surface and shall not be done until the mortar has hardened sufficiently to prevent excess fine material from being worked to the surface. All walk and pavement surfaces, shall, immediately after troweling, be lightly broomed. The brooming shall be sufficient to mark the surface without appreciably disturbing the troweled finish.

END OF SECTION

Appendix A

4,000 PSI Crack Resistant Concrete Mix Data Sheet (Fiber-Reinforced)

CRACK RESISTANT CONCRETE MIX

PRODUCT NO. 1006-50, -67, -80

DIVISION **3**

03 31 00 Structural Concrete

PRODUCT DESCRIPTION

QUIKRETE® Crack Resistant Concrete Mix is a typical 4000 PSI (27.5 MPa) construction-grade concrete that is uniformly blended and properly proportioned mixture of aggregates, portland cement, air-entraining admixtures, special synthetic reinforcing fibers, and may contain other concrete approved ingredients.



PRODUCT USE

QUIKRETE® Crack Resistant Concrete Mix can be used for any application requiring concrete at a minimum of 2 inches (50 mm). QUIKRETE® Crack Resistant Concrete Mix has a unique formulation, offering benefits and uses such as:

- Significantly reduced cracking from drying shrinkage
- Enhanced impact resistance
- Superior workability
- Air entrained for improved freeze-thaw durability
- Reduces the need for rebar and wire mesh in typical slab-on-grade concrete applications (check your local building codes)
- Exceeds the compressive strength requirements of ASTM C387

SIZES

QUIKRETE® Crack Resistant Concrete Mix is available in:

- 50 lb (22.6 kg) bags
- 60 lb (27.2 kg) bags
- 80 lb (36.2 kg) bags

YIELD

- A 50 lb (22.6 kg) bag yields approximately 0.375 ft^3 (10.6 L)
- A 60 lb (27.2 kg) bag yields approximately 0.45 ft^3 (12.7 L)
- An 80 lb (36.2 kg) bag yields approximately 0.60 ft^3 (17 L)

TECHNICAL DATA

APPLICABLE STANDARDS

- ASTM C39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
- ASTM C138 Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
- ASTM C143 Standard Test Method for Slump of Hydraulic-Cement Concrete
- ASTM C231 Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
- ASTM C387 Standard Specification for Packaged, Dry, Combined Materials for Concrete and High Strength Mortar

PHYSICAL/CHEMICAL

Typical results obtained for QUIKRETE® Crack Resistant Concrete Mix, when tested in accordance with the referenced ASTM test methods, are shown in Table 1.

TABLE 1 TYPICAL PHYSICAL PROPERTIES

Slump, ASTM C143	
	2 in to 3 in (50 mm to 75 mm)
Unit Weight, ASTM C138	
	Approximately 140 lb/ft^3 (2242.5 kg/m^3)
Air Content, ASTM C231	
	4% to 8%
Compressive Strength, ASTM C39	
Age	*PSI (MPa)*
7 days	2500 (17.2)
28 days	4000 (27.5)

INSTALLATION

SURFACE PREPARATION

Stake out the planned area and remove sod or soil to the desired depth. Nail and stake forms securely in place. Tamp and compact the sub-base until firm.

MIXING

QUIKRETE® Crack Resistant Concrete Mix can be mechanically mixed in a barrel type concrete mixer or a mortar mixer. Choose the mixer size most appropriate for the size of the job to be done. Allow at least 1 ft^3 (28.3 L) of mixer capacity for each 80 lb (36.2 kg) bag of QUIKRETE® Crack Resistant Concrete Mix to be mixed at one time. For each 80 lb (36.2 kg) bag of QUIKRETE® Crack Resistant Concrete Mix to be mixed, add approximately 6 pt (2.8 L) of potable water to the mixer. Turn on the mixer and begin adding the concrete to the mixer. If the material becomes too difficult to mix, add additional water until a workable mix is obtained. If a slump cone is available, adjust water to achieve a 2 in to 3 in (50 mm to 75 mm) slump.

QUIKRETE® Crack Resistant Concrete Mix may also be mixed by hand. Empty concrete bags into a suitable mixing container. For each 80 lb (36.2 kg) bag of mix, add approximately 6 pt (2.8 L) of potable water. Work the mix with a shovel, rake or hoe and add water as needed until

a stiff, moldable consistency is achieved. Be sure there are no dry pockets of material. Do not leave standing puddles of water.

Final water content should be approximately 6 pt to 10 pt (2.8 L to 4.7 L) of water per 80 lb (36.2 kg) bag of concrete. For other bag sizes, use Table 2 to determine water content.

TABLE 2 MIXING WATER FOR QUIKRETE® CRACK RESISTANT CONCRETE MIX

Package Size lb (kg)	Starting Water Content pt (L)	Maximum Expected Water Content pt (L)
50 (22.6)	3-3/4 (1.77)	6-1/4 (2.95)
60 (27.2)	4-1/2 (2.1)	7-1/2 (3.5)
80 (36.2)	6 (2.8)	10 (4.7)

APPLICATION

For pouring a slab, start by dampening the sub-grade before concrete is placed. Do not leave standing puddles of water. Shovel or place concrete into the form; fill to the full depth of the form. Fill the repair area completely working continuously from one end to the other. Avoid partial depth fills which could lead to cold joints. After concrete has been compacted and spread to completely fill the forms without air pockets, strike off and float immediately. To strike off, use a straight board (screed), moving the edge back and forth with a saw-like motion to smooth the surface. Use a darby or bull float to float the surface; this will level any ridges and fills voids left by the straight edge. Cut the concrete away from the forms by running an edging tool or trowel along the forms to compact the slab edges. Cut 1 in (25 mm) deep control joints into the slab every 6 ft to 8 ft (1.8 m to 2.4 m) using a grooving tool. Allow concrete to stiffen slightly, waiting until all water has evaporated from the surface before troweling or applying a broom finish.
Note - For best results, do not overwork the material.

CURING

General

Curing is one of the most important steps in concrete construction. Proper curing increases the strength and durability of concrete, and a poor curing job can ruin an otherwise well-done project. Proper water content and temperature are essential for good curing. In near freezing temperatures the hydration process slows considerably. When the weather is too hot, dry, or windy, water is lost by evaporation from the concrete, which will hinder the hydration reaction, which may result in finishing difficulties and shrinkage cracking. The ideal circumstances for curing are ample moisture and moderate temperature and wind conditions. Curing should be started as soon as possible and should continue for a period of 5 days in warm weather at 70 ºF (21 ºC) or higher or 7 days in colder weather at 50 ºF to 70 ºF (10 ºC to 21 ºC).

Specific Curing Methods

QUIKRETE® Acrylic Concrete Cure & Seal – Satin Finish (No. 8730) provides the easiest and most convenient method of curing. Apply by spray, brush, or roller soon after the final finishing operation when the surface is hard. The surface may be damp, but not wet, when applying curing compound. Complete coverage is essential. Other methods of providing proper curing include covering the surface with wet burlap, plastic sheeting, or waterproof paper to prevent moisture loss; keeping the surface wet with a lawn sprinkler is also acceptable. If burlap is used, it should be free of chemicals that could weaken or discolor the concrete. New burlap should be washed before use. Place it when the concrete is hard enough to withstand surface damage and sprinkle it periodically to keep the concrete surface continuously moist. Water curing with lawn sprinklers, nozzles or soaking hoses must be continuous to prevent interruption of the curing process. Curing with plastic sheets is convenient. They must be laid flat, thoroughly sealed at joints, and anchored carefully along edges.

PRECAUTIONS

- Curing compounds should not be applied if rain or temperatures below 50 ℉ (10 ℃) are expected within 24 hours.
- Curing with plastic or burlap can cause patchy discoloration in colored concrete. For colored concrete, wet curing, or the use of QUIKRETE® Acrylic Concrete Cure & Seal – Satin Finish (No. 8730) is recommended.
- Do not use curing compounds during late fall on surfaces where de-icers will be used to melt ice and snow. Using curing compounds at that time may prevent proper air drying of the concrete, which is necessary to enhance its resistance to damage caused by de-icers.
- Protect concrete from freezing during the first 48 hours. Plastic sheeting and insulation blankets should be used if temperatures are expected to fall below 32 ℉ (0 ℃).

SAFETY

IMPORTANT: Read Safety Data Sheet carefully before using. **WEAR IMPERVIOUS GLOVES**, such as nitrile, mask, and eye protection.
DANGER: Causes severe skin burns and serious eye damage. Prolonged or repeated inhalation of dust may cause lung damage or cancer.
Keep out of reach of children

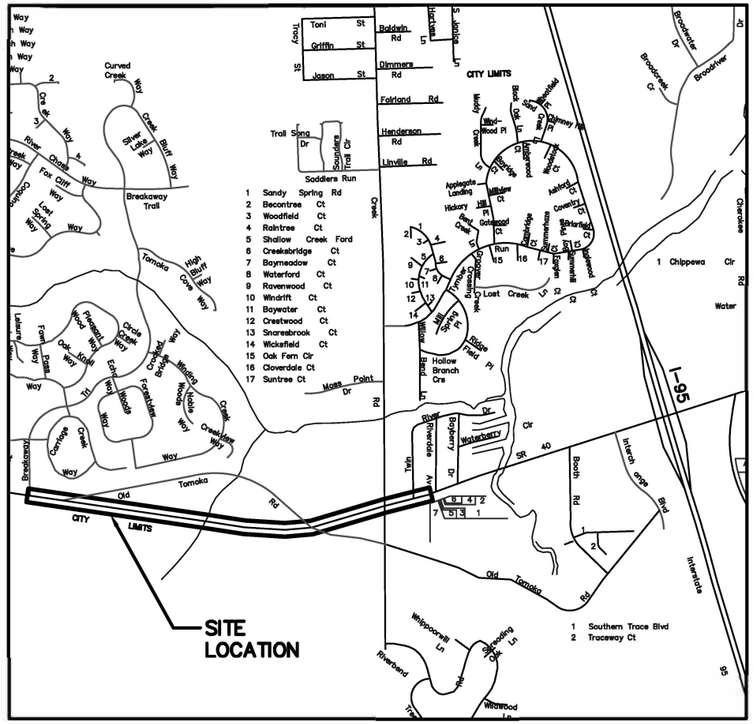
WARRANTY

NOTICE: Obtain the applicable **LIMITED WARRANTY** at www.quikrete.com/product-warranty or send a written request to The Quikrete Companies, LLC, Five Concourse Parkway, Atlanta, GA 30328, USA. Manufactured by or under the authority of The Quikrete Companies, LLC. © 2021 Quikrete International, Inc.

CITY OF ORMOND BEACH

WEST GRANADA BLVD
SIDEWALK REPAIRS
BID NO.: 2026-25

= SITE LOCATION



SITE LOCATION MAP

SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	KEY SHEET
3	QUANTITIES
4	SIDEWALK PLAN 0+00 – 12+00
5	SIDEWALK PLAN 12+00 – 24+00
6	SIDEWALK PLAN 24+00 – 36+00
7	SIDEWALK PLAN 36+00 – 48+00
8	SIDEWALK PLAN 48+00 – 58+00
9	CONSTRUCTION DETAILS & NOTES
10	FDOT 552–001 – CONCRETE SIDEWALK
11	FDOT 552–001 – CONCRETE SIDEWALK
12	FDOT 552–002 – DETECTABLE WARNING
13	FDOT 552–002 – DETECTABLE WARNING
14	FDOT 102–601 – MOT
15	FDOT 102–602 – MOT
16	FDOT 102–602 – MOT
17	FDOT 102–660 – MOT
18	FDOT 102–660 – MOT

MAYOR

JASON LESLIE

COMMISSIONERS

LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2
KRISTIN DEATON, ZONE 3
HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

PREPARED BY THE ENGINEERING DIVISION



DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

SHAWN FINLEY, P.E. CITY ENGINEER

WEST GRANADA BLVD SIDEWALK REPAIR

KEY SHEET

DATE: 5/4/26	PROJECT NO.: 00-
SCALE: NTS	FILE NAME:
DRAWN BY: MC	SHEET: 2 of 18

QUANTITIES

DEMOLITION	PLAN QTY.	BID QTY.
PAY ITEMS	QTY.	QTY.
DEMO 8' SIDEWALK	1547 LF	1700 LF
CONSTRUCTION	**PLAN QTY.**	**BID QTY.**
PAY ITEMS	QTY.	QTY.
INSTALL 8' SIDEWALK	1547 LF	1700 LF
INSTALL ADA DETECTABLE MATS	1	1

– BIDDER IS RESPONSIBLE TO VERIFY ALL TAKEOFFS AS THIS TABLE IS PROVIDED FOR CONVENIENCE. BID IN ACCORDANCE WITH THE PLANS, SCOPE AND SPECIFICATIONS.

– THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.

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	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

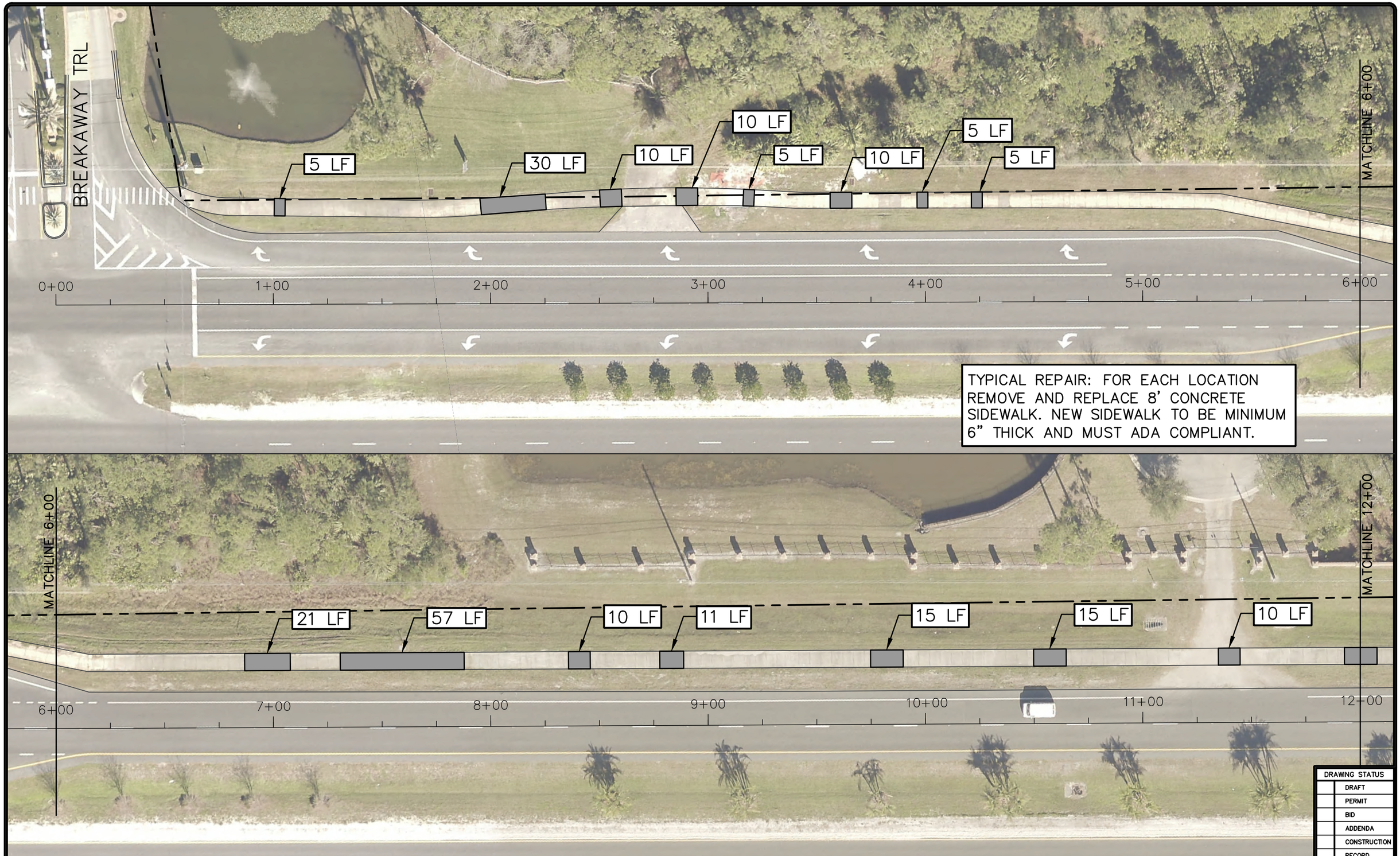
JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

SHAWN FINLEY, P.E. CITY ENGINEER

WEST GRANADA BLVD SIDEWALK REPAIR

QUANTITIES

DATE: 5/4/26	PROJECT NO.: 00–
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 3 of 18



DRAWING STATUS	
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	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

SHAWN FINLEY, P.E. CITY ENGINEER

WEST GRANADA BLVD
SIDEWALK REPAIR

SIDEWALK PLAN
0+00 – 12+00

DATE: 5/4/26	PROJECT NO.: 00–
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 4 of 18

MATCHLINE 12+00

15 LF

10 LF

10 LF

36 LF

20 LF

35 LF

68 LF

45 LF

25 LF

15 LF

12+00

13+00

14+00

15+00

16+00

17+00

18+00

MATCHLINE 18+00

TYPICAL REPAIR: FOR EACH LOCATION REMOVE AND REPLACE 8' CONCRETE SIDEWALK. NEW SIDEWALK TO BE MINIMUM 6" THICK AND MUST ADA COMPLIANT.

MATCHLINE 18+00

30 LF

MONTE SAVINO BLVD

7 LF

26 LF

5 LF

10 LF

MATCHLINE 24+00

18+00

19+00

20+00

21+00

22+00

23+00

24+00

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

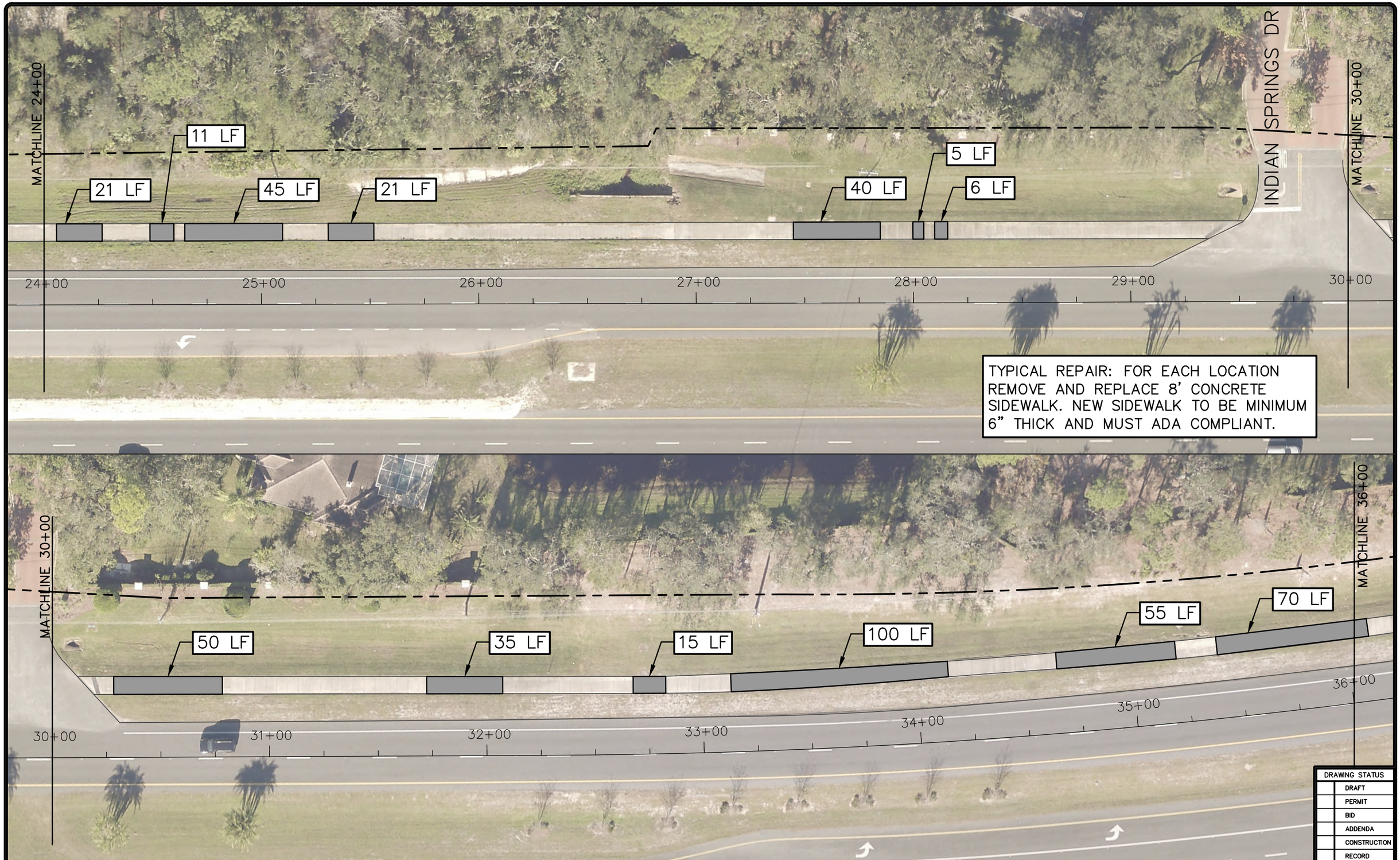
JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

SHAWN FINLEY, P.E. CITY ENGINEER

WEST GRANADA BLVD SIDEWALK REPAIR

SIDEWALK PLAN 12+00 – 24+00

DATE: 5/4/26	PROJECT NO.: 00–
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 5 of 18



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

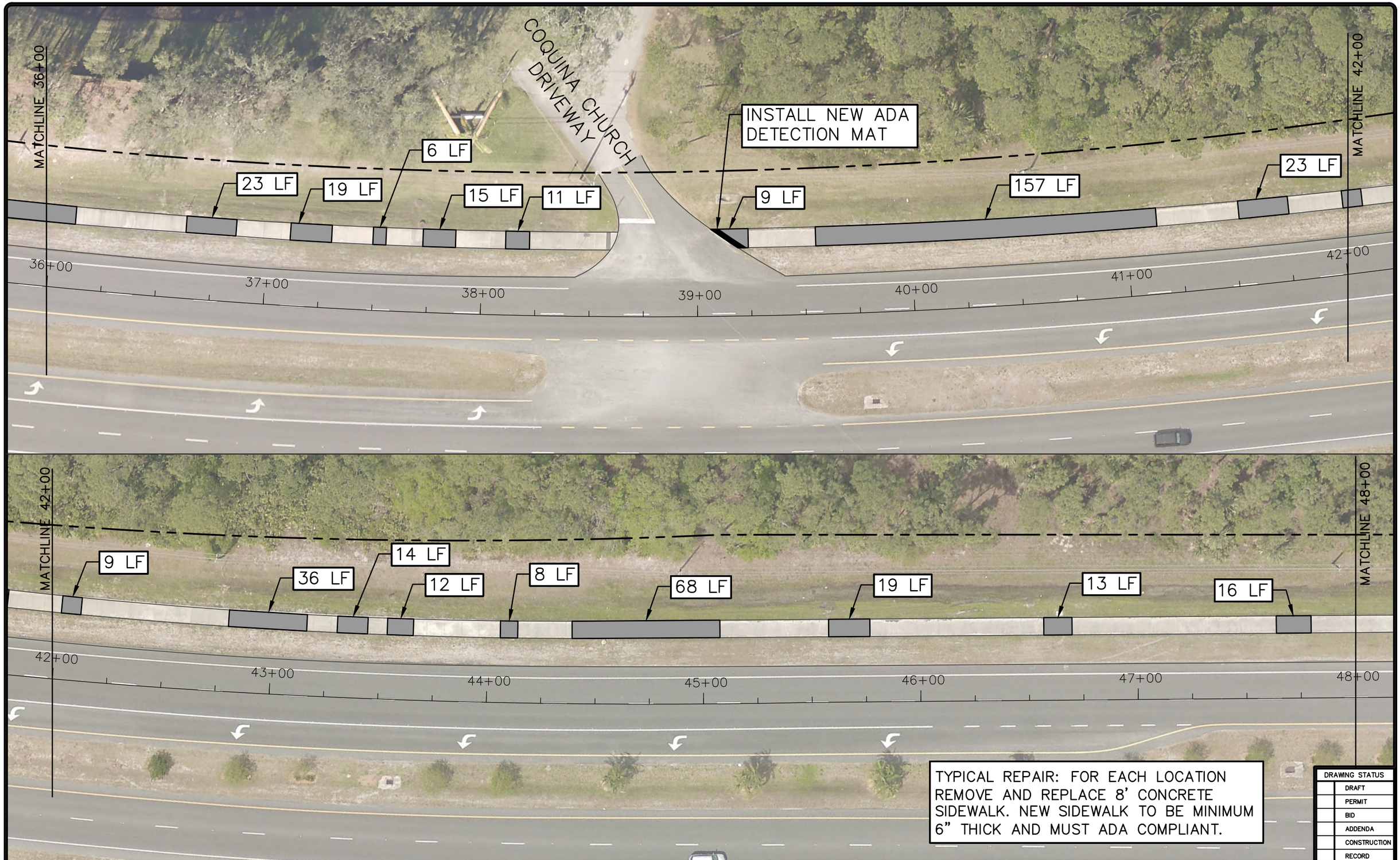
SHAWN FINLEY, P.E. CITY ENGINEER

WEST GRANADA BLVD
SIDEWALK REPAIR

SIDEWALK PLAN
24+00 – 36+00

DATE: 5/4/26	PROJECT NO.: 00–
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 6 of 18

DRAWING STATUS	
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	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD



TYPICAL REPAIR: FOR EACH LOCATION REMOVE AND REPLACE 8' CONCRETE SIDEWALK. NEW SIDEWALK TO BE MINIMUM 6" THICK AND MUST ADA COMPLIANT.

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
SHAWN FINLEY, P.E. CITY ENGINEER

WEST GRANADA BLVD SIDEWALK REPAIR

SIDEWALK PLAN 36+00 – 48+00

DATE: 5/4/26	PROJECT NO.: 00–
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 7 of 18

MATCHLINE 48+00

WALGREENS DRIVEWAY

10 LF

TYMBER CREEK RD

MATCHLINE 54+00

48+00 49+00 50+00 51+00 52+00 53+00 54+00

MATCHLINE 54+00

18 LF

12 LF

TWIN RIVER DR

TYPICAL REPAIR: FOR EACH LOCATION REMOVE AND REPLACE 8' CONCRETE SIDEWALK. NEW SIDEWALK TO BE MINIMUM 6" THICK AND MUST ADA COMPLIANT.

54+00 55+00 56+00 57+00 58+00

DRAWING STATUS	
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	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
SHAWN FINLEY, P.E. CITY ENGINEER

WEST GRANADA BLVD SIDEWALK REPAIR

SIDEWALK PLAN 48+00 – 58+00

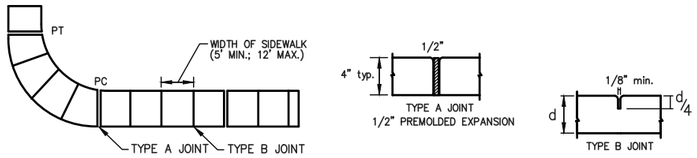
DATE: 5/4/26	PROJECT NO.: 00–
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 8 of 18

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.
3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.
5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.
6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION.
8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.
10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES
12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.

STANDARD CONSTRUCTION DETAIL
GENERAL CONSTRUCTION NOTES

INDEX
M-2
MAY 2020



1. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF FIBER REINFORCED CEMENT CONCRETE WITH A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 4000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 6 INCHES THICK. SIDEWALKS SHALL BE 5 FOOT WIDE UNLESS OTHERWISE SHOWN ON PLANS.
2. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE PAVEMENT REMAINS WITHIN THE RIGHT-OF-WAY, IS NOT DIMINISHED IN WIDTH, AND REMAINS AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT, UNLESS OTHERWISE APPROVED BY THE CITY.
3. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
4. ALL WALKS SHALL HAVE A CROSS SLOPE OF 1/4 INCH PER FOOT AND SHALL NOT EXCEED A LONGITUDINAL SLOPE OF 1:20, EXCEPT AT DESIGNATED RAMPS THAT SHALL NOT EXCEED 1:12. PROVIDE A TACTIBLE WARNING SURFACE AT ALL RAMPS PER A.D.A. THE CONTRACTOR SHALL INSURE THAT ALL PROVISIONS OF A.D.A AND FLORIDA ACCESSIBILITY CODE ARE MET.*
5. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE SPECIFIED IN FDOT STANDARDS AND SPECIFICATIONS AND SHALL BE RUBBER, PLASTIC OR OTHER APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD IS PROHIBITED.
6. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB, AT MINIMUM SPACING OF 5', MAX SPACING OF 12'.
7. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF THE EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
8. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS. THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT IF THE TOTAL FILLED SECTION IS MORE THAN 12 INCHES DEEP OR IF THE SUBSURFACE HAS BEEN DISTURBED MORE THAN 12 INCHES DEEP. WHERE SUCH TEST IS REQUIRED, THE RESULTS SHALL SHOW A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
9. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
11. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
12. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY **FLUSH WITH THE ADJACENT GRADE.**

SIDEWALK, RAMP, AND DRIVEWAY APRON CONSTRUCTION REQUIREMENTS
NTS

NOTE: FDOT STANDARD PLANS SUPERCEDE CITY STANDARD DETAILS

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

SHAWN FINLEY, P.E. CITY ENGINEER

WEST GRANADA BLVD SIDEWALK REPAIR

CONSTRUCTION DETAILS & NOTES

DATE: 5/4/26	PROJECT NO.: 00-
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 9 of 18

GENERAL NOTES:

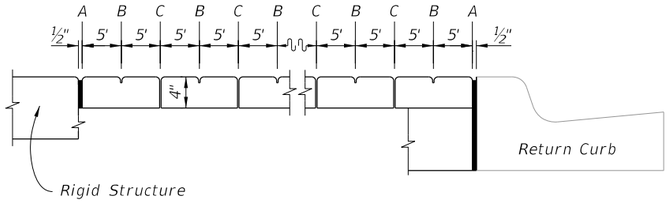
1. Construct sidewalks in accordance with Specification 522. Use 6" concrete for Sidewalks and Curb Ramps Located within Curb Returns (See Plan View). Install all other concrete with thickness as shown, unless otherwise detailed in the Plans.

2. Include detectable warnings on sidewalk curb ramps in accordance with Index 522-002.

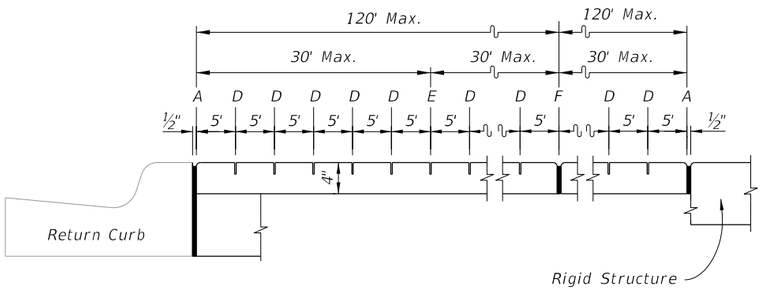
3. For Driveways see Index 522-003.

4. Bond breaker material can be any impermeable coated or sheet membrane or preformed material having a thickness of not less than 6 mils and not more than ½".

5. Construct sidewalks with Edge Beam through the limits of any surface mounted Pedestrian/Bicycle Railing or Pipe Guiderail shown in the plans. (See RAILING DETAIL)



OPEN JOINTS



SAWED JOINTS

LONGITUDINAL SECTION

LEGEND:

A- ½" Expansion Joints (Preformed Joint Filler) between the sidewalk and; driveways, sidewalk-intersections, and all other fixed objects (e.g. drainage inlets and utility poles).

B- ⅛" Dummy Joints, Tooled

C- ⅛" Formed Open Joints

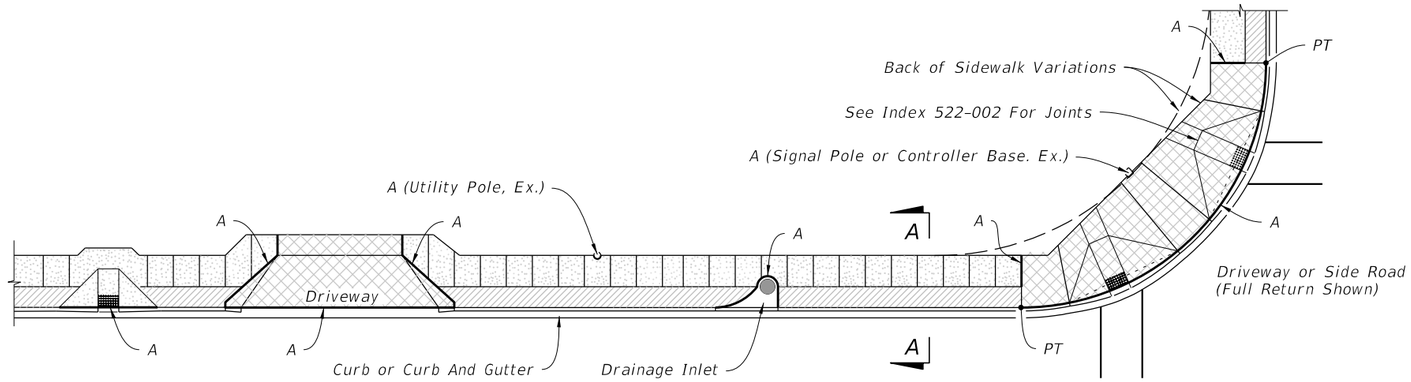
D- 3/16" Saw Cut Joints, 1½" Deep (within 96 hours) Max. 5' Centers

E- 3/16" Saw Cut Joints, 1½" Deep (within 12 hours) Max. 30' Centers Joint(s) Required When Length Exceeds 30'

F- ½" Expansion Joint When Run Of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or at locations as directed by the Engineer.

G- Cold Joint With Bond Breaker, Tooled

SIDEWALK JOINTS

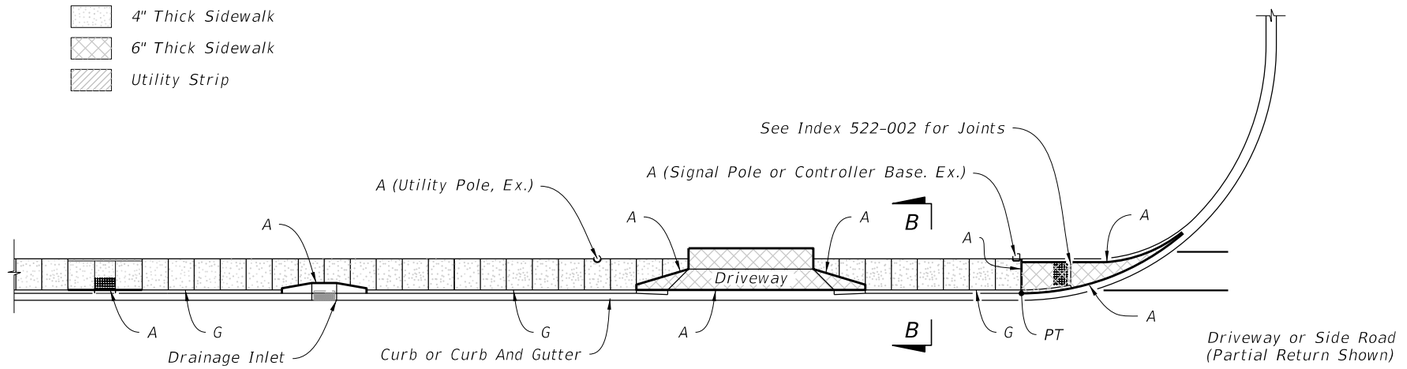


PLAN

SIDEWALK WITH UTILITY STRIP

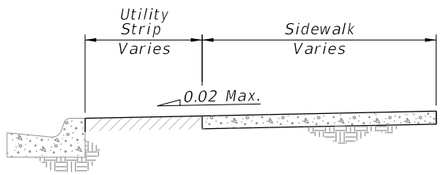
LEGEND:

- 4" Thick Sidewalk
- 6" Thick Sidewalk
- Utility Strip

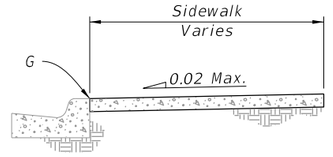


PLAN

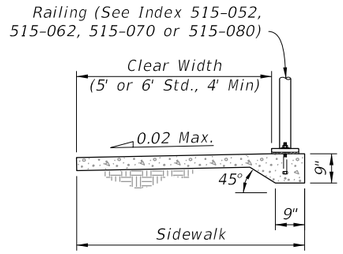
SIDEWALK WITHOUT UTILITY STRIP



SECTION A-A



SECTION B-B



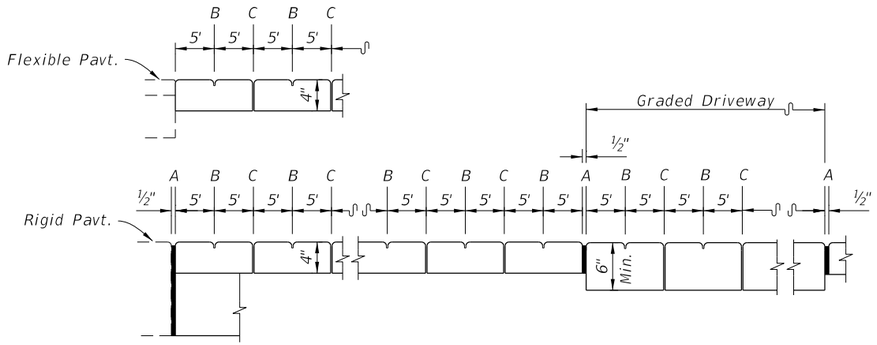
Varies Based on Railing Used

RAILING DETAIL

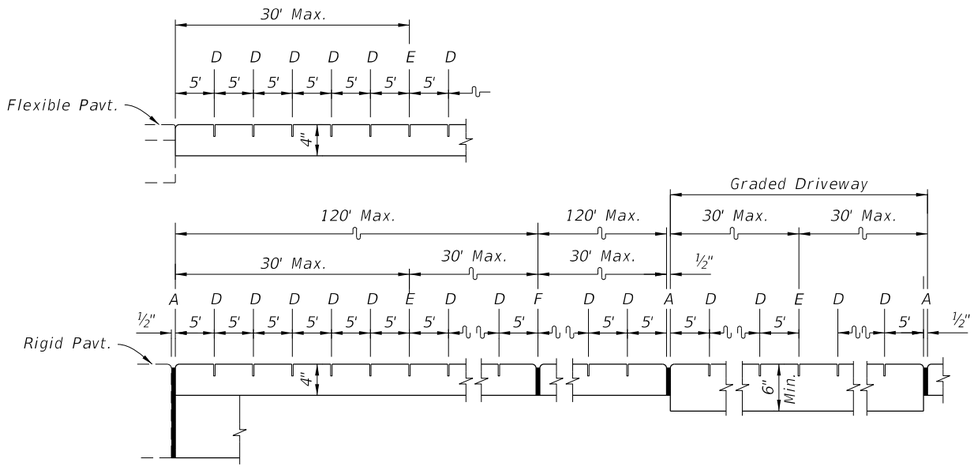
GENERAL NOTES AND CONCRETE SIDEWALK ON CURBED ROADWAYS

LAST REVISION	REVISION	DESCRIPTION:	FY 2026-27 STANDARD PLANS	CONCRETE SIDEWALK	INDEX	SHEET
11/01/18					522-001	1 of 2

9/26/2025 1:52:29 PM



OPEN JOINTS



SAWED JOINTS

LONGITUDINAL SECTION

LEGEND:

A- ½" Expansion Joints (Preformed Joint Filler) between the sidewalk and driveways, sidewalk-intersections, and all other fixed objects (e.g. drainage inlets and utility poles).

B- ⅛" Dummy Joints, Tooled

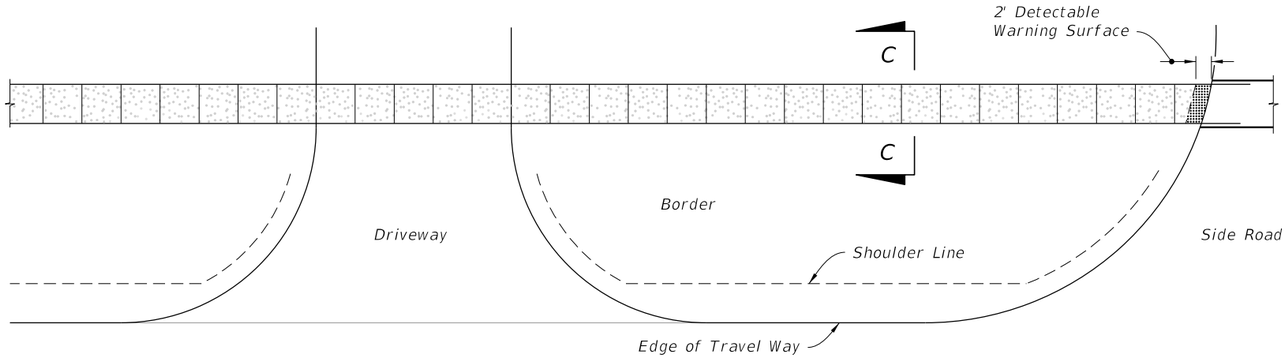
C- ⅛" Formed Open Joints

D- 3/16" Saw Cut Joints, 1½" Deep (within 96 hours) Max. 5' Centers

E- 3/16" Saw Cut Joints, 1½" Deep (within 12 hours) Max. 30' Centers Joint(s) Required When Length Exceeds 30'

F- ½" Expansion Joint When Run Of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or at locations as directed by the Engineer.

SIDEWALK JOINTS

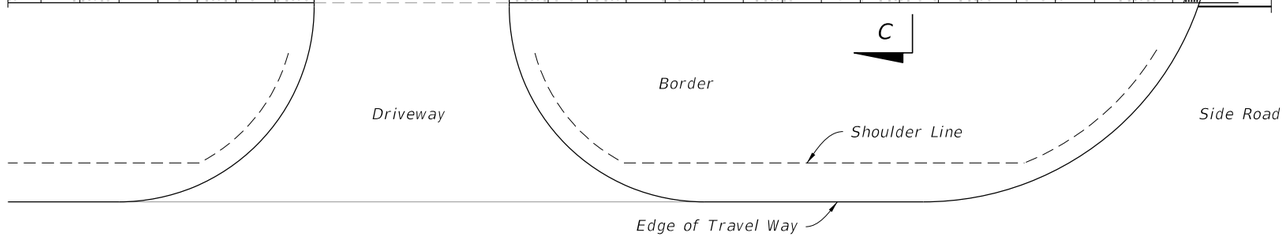


PLAN

CONTINUOUS SIDEWALK

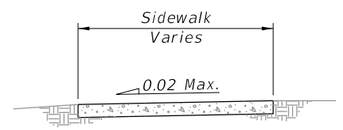
LEGEND:

4" Thick Sidewalk



PLAN

DISCONTINUOUS SIDEWALK



SECTION C-C

CONCRETE SIDEWALK ON FLUSH SHOULDER ROADWAYS

LAST REVISION	REVISION	DESCRIPTION:	FDOT FY 2026-27 STANDARD PLANS	CONCRETE SIDEWALK	INDEX	SHEET
11/01/18					522-001	2 of 2

9/26/2025 1:52:36 PM

GENERAL NOTES:

1. Cross Slopes and Grades:

   A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.

   B. Landings must have cross-slopes less than or equal to 0.02 in any direction.

   C. Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.

   D. Joints permitted at the location of Slope Breaks. Otherwise locate joints in accordance with Index 522-001. No joints are permitted within the ramp portion of the Curb Ramp.

2. Curb, Curb and Gutter and/or Sidewalk:

   A. Refer to Index 522-001 for concrete thickness and sidewalk details.

   B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.

   C. Width of Curb Ramp is 4'-0" minimum. Match sidewalk or Shared Use Path width as shown in the Plans.

3. Curb Ramp Alpha-Identification:

   A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.

   B. Alpha-identifications CR-I and CR-J are intentionally omitted.

4. Detectable Warnings:

   A. Install detectable warnings in accordance with Specification 527.

   B. Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.

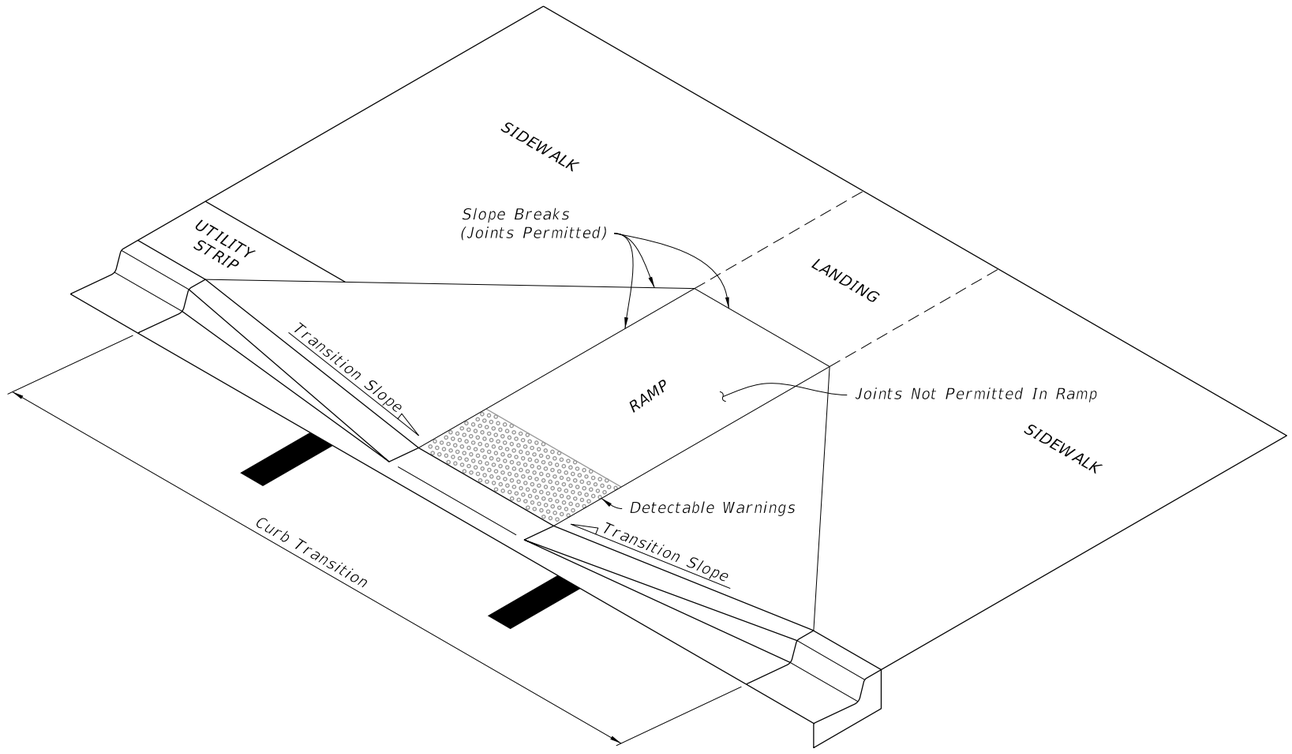
   C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.

   D. Where multiple ramps exist, a minimum 48" full-height curb separation is required between curb ramps.

5. Crosswalks

   A. Where crosswalk markings are used, ramps must fall within the crosswalk limits. A clear space of 48" minimum is required at the bottom of the ramp within a marked crosswalk. If crosswalk markings are not present, a clear space of 48" minimum is required at the bottom of the ramp outside of active travel lanes.

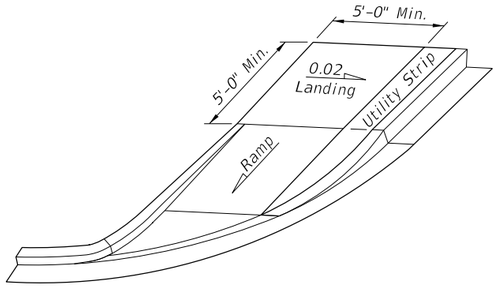
   B. Crosswalk widths and configurations vary; must conform to Index 711-001.

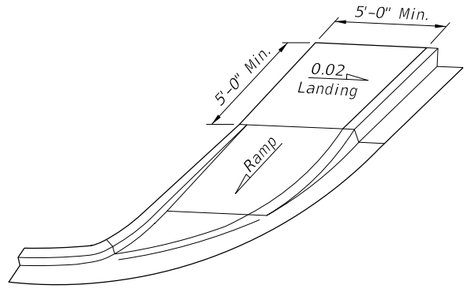


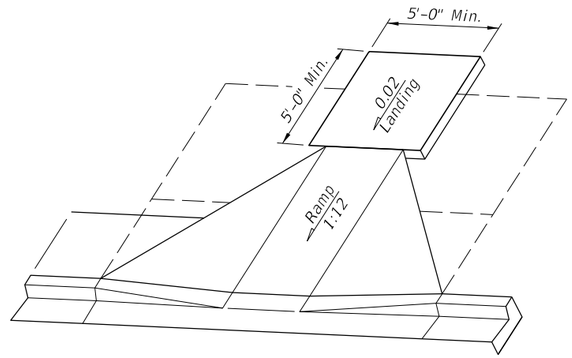
CURB RAMP NOMENCLATURE

10/15/2025 8:16:23 AM

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2026-27 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
11/01/25						522-002	1 of 7

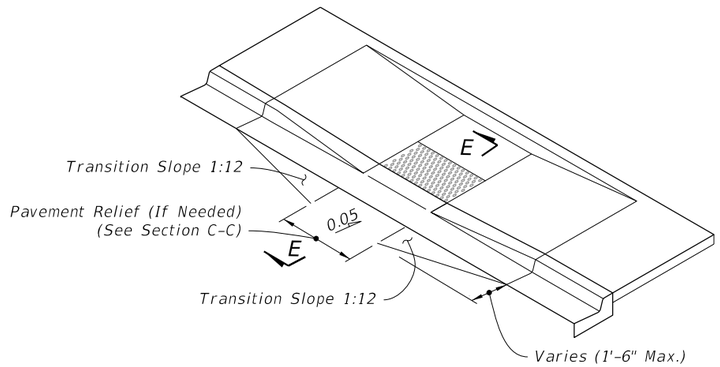






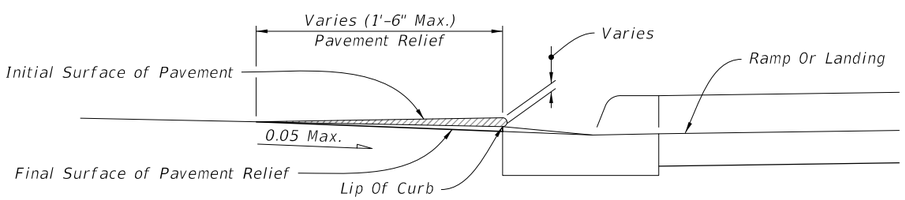
LANDINGS FOR CURB RAMPS WITHOUT SIDEWALKS

(See CR-F, CR-G & CR-K Respectively For Detectable Warning Details/Options)



ISOMETRIC VIEW

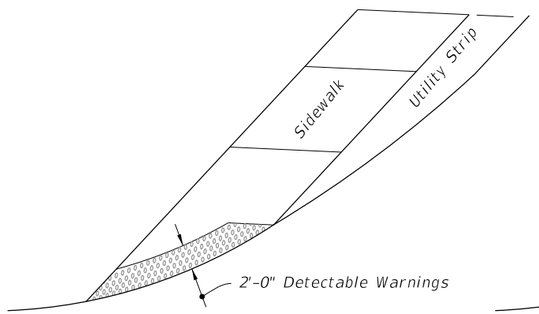
(CR-C Shown, Other Similar)



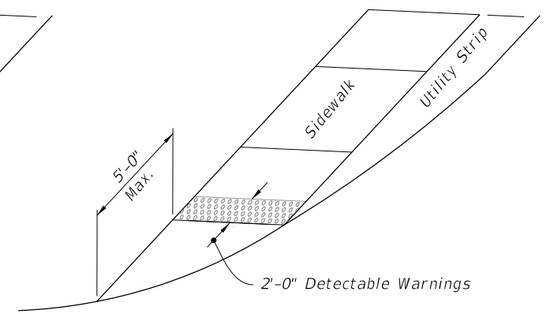
NOTE: Remove Elevated Pavement By Spading And Rolling, Smooth Milling, or Grinding.

SECTION E-E

PAVEMENT RELIEF DETAILS



OPTION A



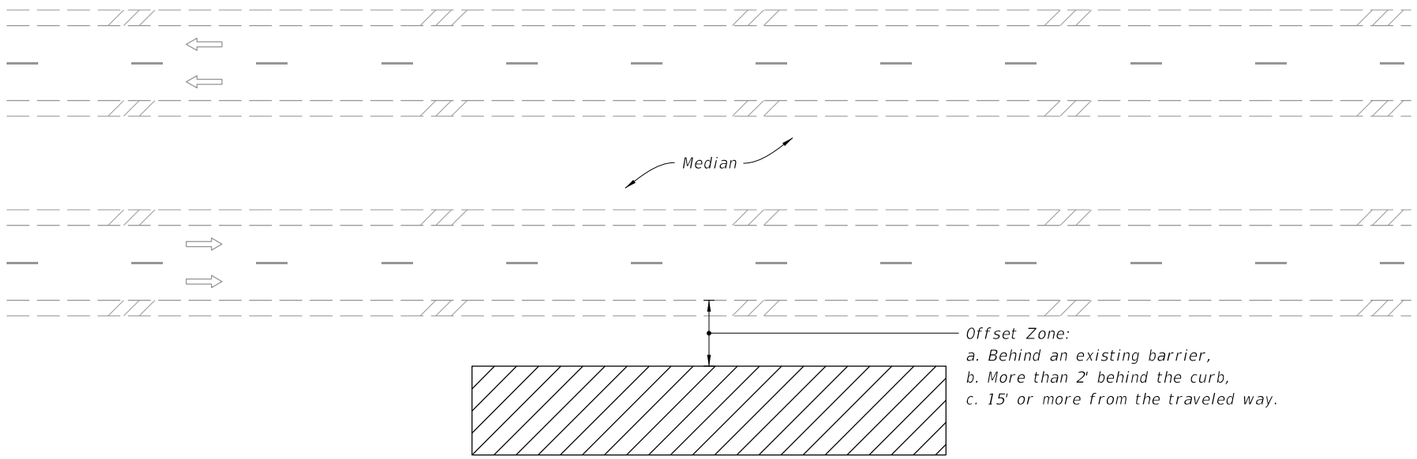
OPTION B

DETECTABLE WARNING ON FLUSH SHOULDER SIDEWALKS

9/26/2025 1:56:57 PM

CURB RAMPS WITHOUT SIDEWALKS AND FLUSH SHOULDER SIDEWALKS

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/20			FY 2026-27 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	522-002	6 of 7



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

9/26/2025 11:15:38 AM

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/20			FY 2026-27 STANDARD PLANS	TWO-LANE AND MULTILANE ROADWAY, WORK BEYOND THE SHOULDER	102-601	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 (TTC-011A-25) 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.

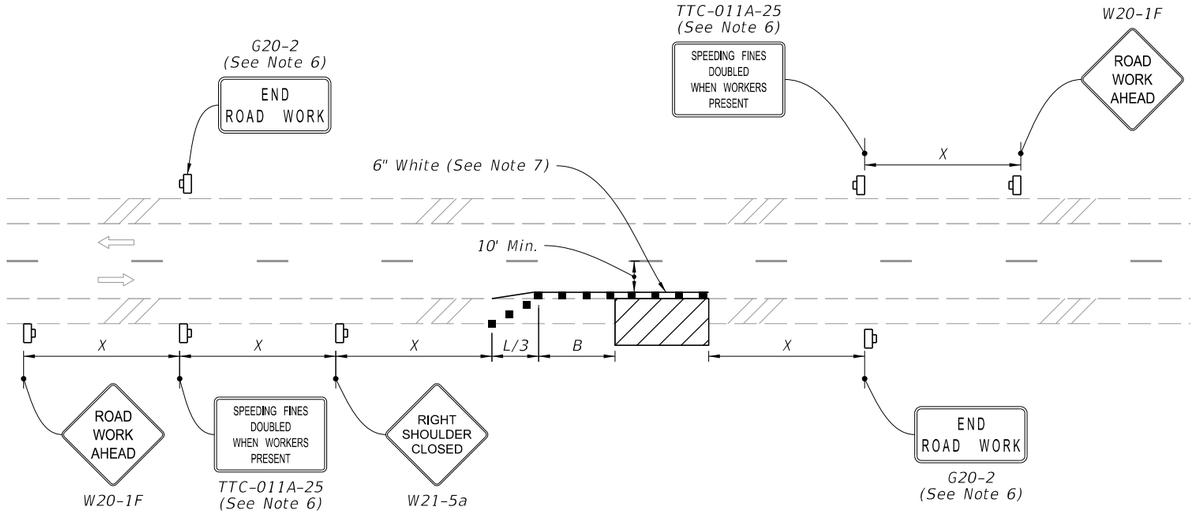
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.

8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.

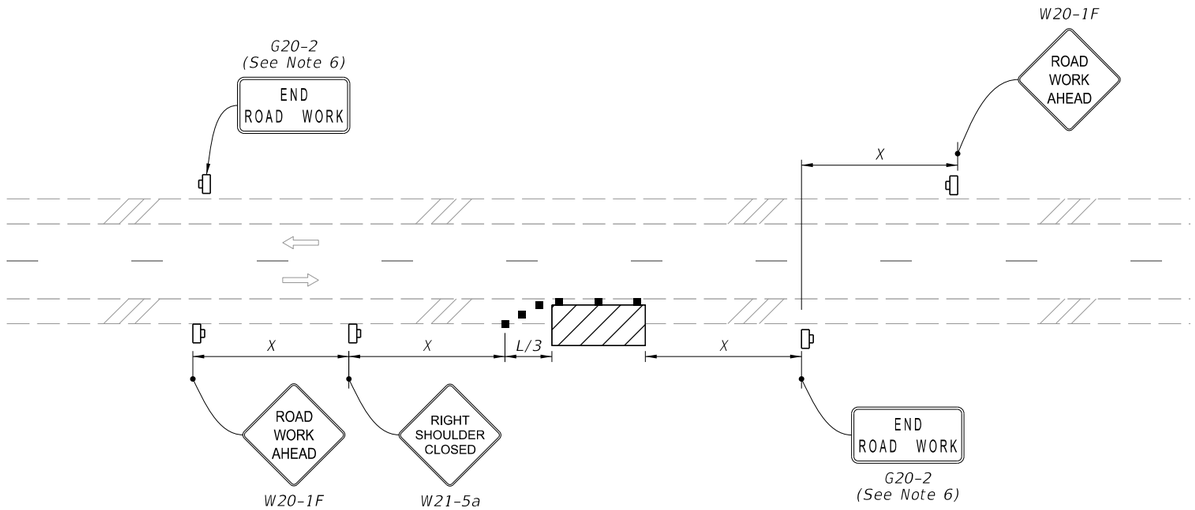
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic



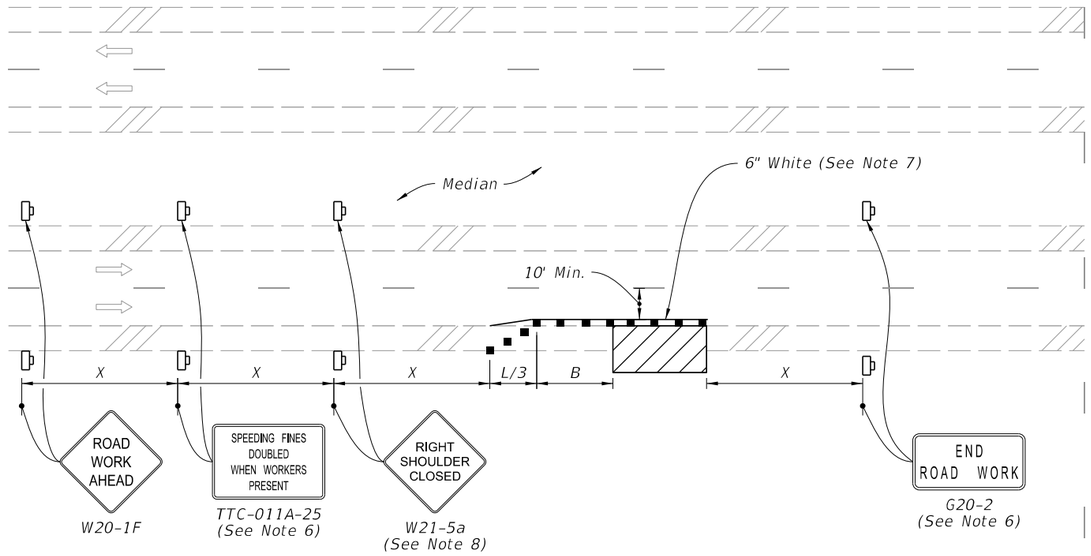
TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY WITH WORK ZONE SPEED OF 45 MPH OR LESS



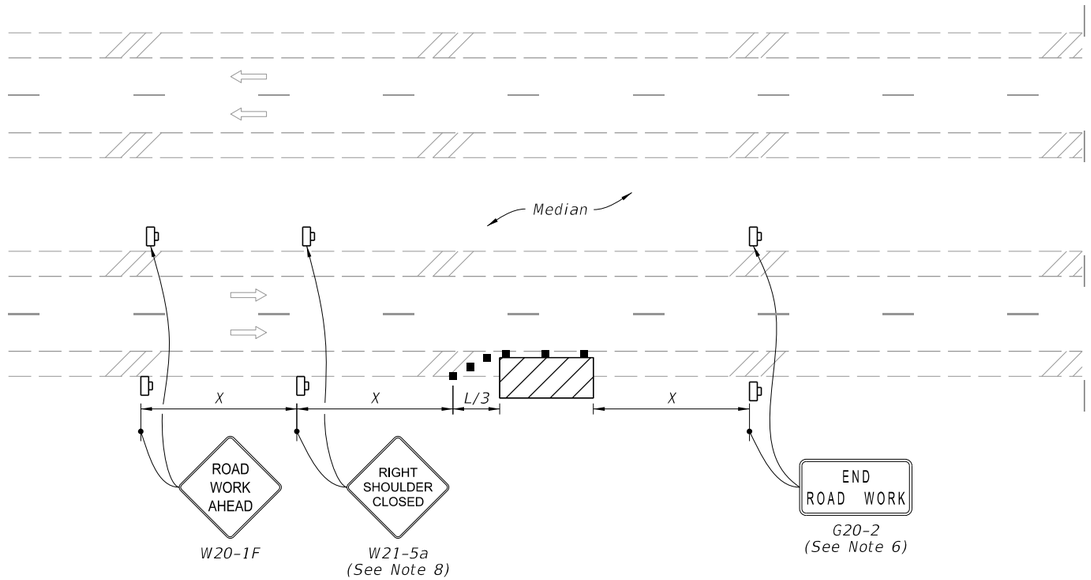
TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

10/14/2025 9:34:11 AM

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/25			FY 2026-27 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	102-600	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

10/14/2025 9:34:21 AM

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/25			FY 2026-27 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	102-602	2 of 2

NOTES:

1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.

2. Place pedestrian LCDs across the full width of the closed sidewalk.

3. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.

4. "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.

5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e,g,, transit stops, residences, or business entrances).

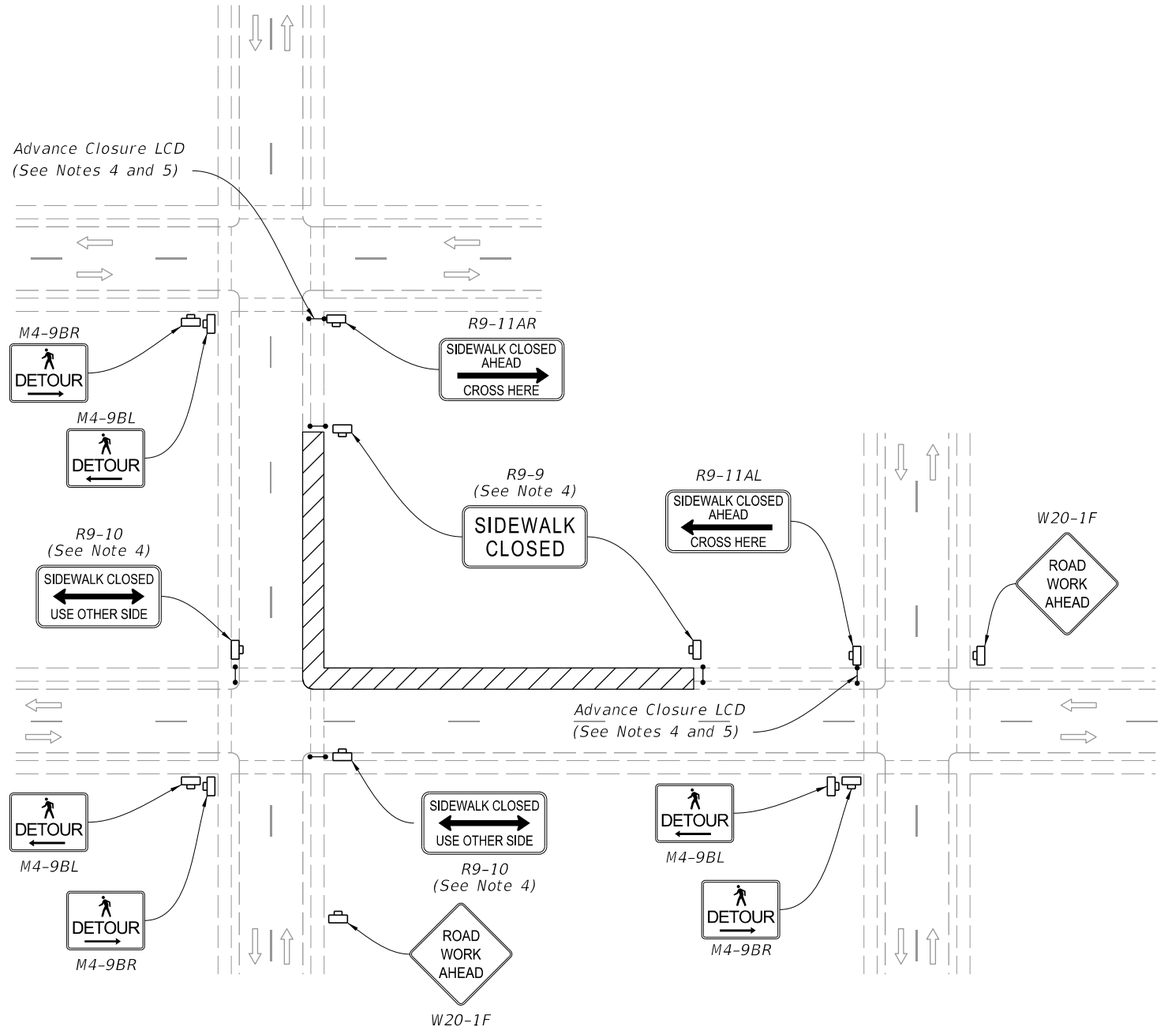
SYMBOLS:

Work Area

Work Zone Sign

Pedestrian Longitudinal Channelizing Device (LCD)

Lane Identification and Direction of Traffic



PEDESTRIAN DETOUR

10/14/2025 9:48:40 AM

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/20			FY 2026-27 STANDARD PLANS	SIDEWALK CLOSURE	102-660	1 of 2

NOTES:

1. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-600 for "L", "B", "X", channelizing device spacing values.

2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.

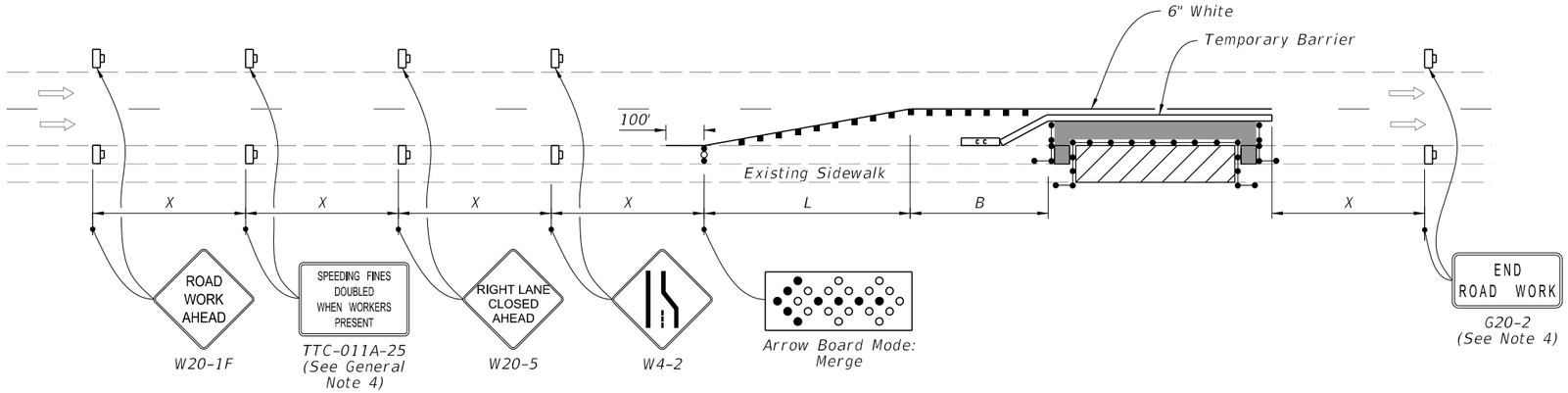
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.

4. The "Speeding Fines Doubled When Workers Present" signs (TTC-011A-25) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.

5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

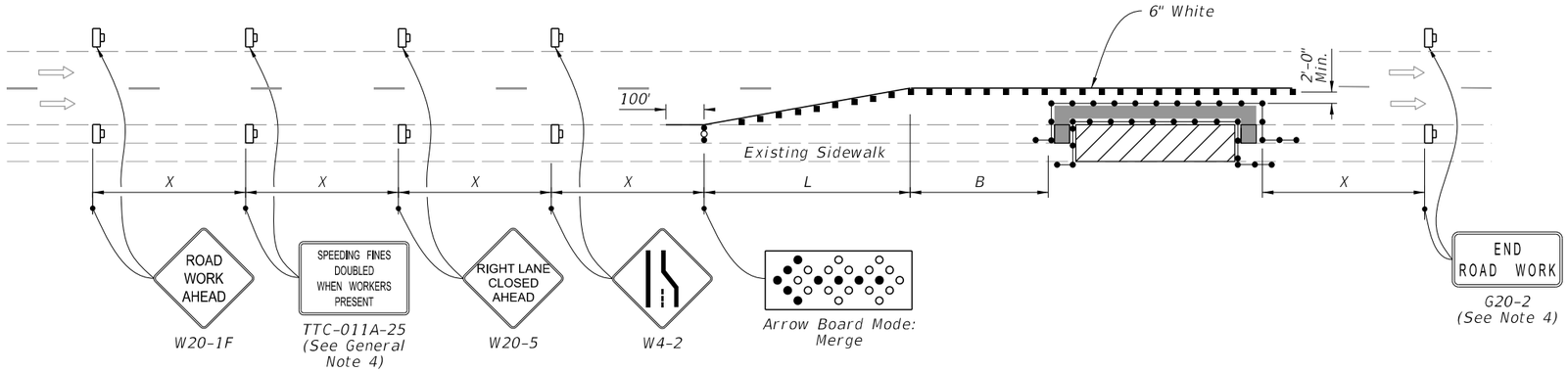
SYMBOLS:

- Work Area
- Temporary Pedestrian Way
- Channelizing Device (See Index 102-600)
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Arrow Board
- Crash Cushion
- Lane Identification and Direction of Traffic



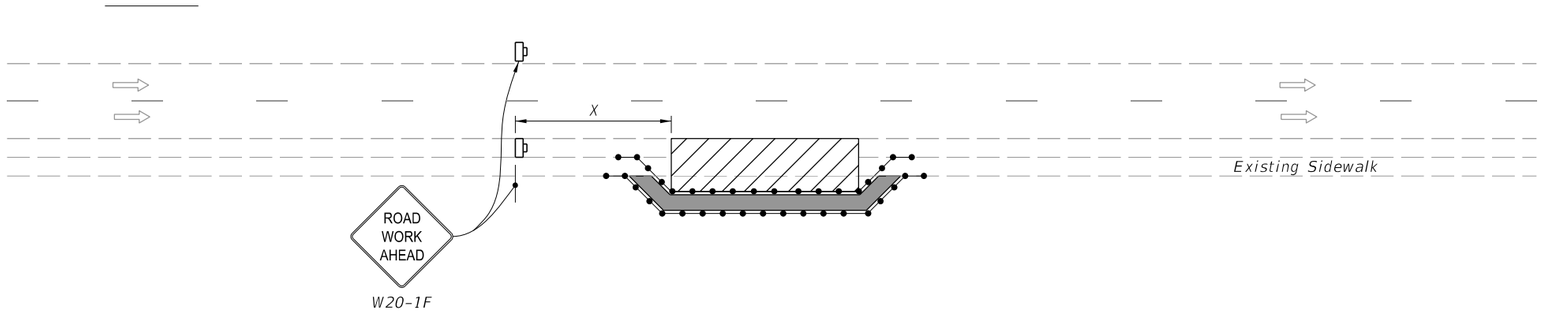
PEDESTRIAN DIVERSION - OPTION 1

(Temporary Barrier Shown, Low Profile Barrier Similar)



PEDESTRIAN DIVERSION - OPTION 2

(Work Zone Speed 45 mph or Less)



PEDESTRIAN SPECIAL DETOUR

10/14/2025 9:48:52 AM

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/25			FY 2026-27 STANDARD PLANS	SIDEWALK CLOSURE	102-660	2 of 2

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.R.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	RFP - Debris Removal, Reduction and Recovery		
Recommended Action	The City intends to publicly advertise this project for competitive solicitation, unless otherwise directed.		
Strategic Goal	Governance - Other		
Department Staff Contact	Public Works Shawn Finley, Assistant City Manager		

Summary

The purpose of this item is to provide public notice of staff's intention to advertise for Request for Proposals (RFP) for debris removal, reduction, and recovery services (RFP Number 2026-23). The current contractual agreement for debris removal, reduction and recovery contracts with DRC, Crowder Gulf, and Ceres are set to expire in September, 2026.

In the event of a declared storm, and depending on its magnitude, the Public Works Department may need assistance with post-storm debris removal activities. 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.

Staff intends to solicit competitive bids for the larger storm debris removal services. By pre-selecting debris haulers, the City can activate these haulers upon declaration of an emergency and begin the collection process quickly following a storm, minimizing inconvenience to residents and affects on public health and safety.

Charges to the City under the terms of these agreements occur in the event of a disaster and only upon authorization by the City to provide services.

Financial Impact

In FY 2025-26, 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. The City has historically

been successful and receiving reimbursement from FEMA and Florida Emergency Management to offset the cost of debris collection and disposal.

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.

Attachments

1. RFP 2026-23 Debris Removal Reduction and Recovery draft 2 SH
2. Exhibit B Updated
3. Exhibit C Updated
4. Exhibit D
5. Exhibit E Updated
6. Exhibit F
7. Exhibit G Updated
8. Exhibit H

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 610-0470

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Emergency Debris Removal, Reduction and Recovery

RFP NUMBER:2026-23

RFP OPENING DATE & TIME: July 14, 2026 @ 2:00 PM

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **None**

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: _____

EMAIL: _____
If returning as a "No Submittal", please state reason (s _____

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED)

_____
TITLE

_____
DATED

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator procurement@ormondbeach.org. 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.

PROCUREMENT COMMUNICATION PROTOCOL: To protect the integrity of the procurement process, respondents, suppliers, contractors, sub-contractors or person 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.

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

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

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

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

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

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

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

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

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

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

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

TERMINATION OF AGREEMENT:

A. The City Manager shall have the right to terminate the Agreement for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
B. The City Manager shall have the right to terminate this Agreement for the City's convenience if she determines in her sole discretion that it is in the best interests of the City. In that event,

the City shall only be obligated to Contractor to pay for any unpaid work already satisfactorily performed prior to the notice of termination.

C. This Agreement may not be terminated by the Contractor.

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)610-0400
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The 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 haulout 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 consists 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 an 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 ensure 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 workplace 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.

C. 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.

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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 386-610-0470, or by e-mail at: procurement@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.

CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL: If the Proposer considers any portion of the documents, data, or records submitted in response to this Proposal to be a confidential trade secret as defined in Section 688.002, Florida Statute, or otherwise not subject to disclosure under Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Proposer shall also simultaneously provide the City with a separate redacted copy of its response. The redacted copy shall contain the solicitation name, number and name of the Proposer on the cover, and shall clearly be titled "Redacted Copy". The Proposer must also include next to each redaction the statutory basis for the exemption. The Redacted Copy shall be provided to the City at the same time the Proposer submits its response to the Proposal and may only exclude those exact portions which are claimed confidential, proprietary, or trade secret. The Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, the Proposer shall protect, defend, and indemnify the City for any claims from or relating to the Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Proposer fails to submit a Redacted Copy with its response, the City is authorized to produce the entire documents, data, or records submitted by the Proposer in response to a public records request for these records.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., July 14, 2026.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until July 6, 2026 at 4:00 PM. 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:

Purchasing Coordinator
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 610-0470
procurement@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on a flash drive of the proposal no later than the date and time specified above. Submit proposals to: Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

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 members of the Public Works, Finance and/or other departments as deemed appropriate. The committee will evaluate proposals and select the Proposer that meets the best interests of the City and will make a recommendation(s) of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;

- Limit and/or determine the actual contract services to be included in a contract.

- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

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

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications 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 (2023)
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 – FEMA Contract Provisions

EXHIBIT A

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

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:
Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official at 386-610-0540 or btonline@ormondbeach.org You can apply online here: https://ormondbeachfl-energovweb.tylerhost.net/apps/selfservice#/home

State Certified/Registered Contractors

All registered State contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 contractorlicensing@volusia.org

https://connectlivepermits.org/citizenportal/app/landing

State certified contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official, to include copy of State license, certificate of insurance and copy of local business tax receipt. This information is provided with the permit application.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 610-0540 or btonline@ormondbeach.org

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within

five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

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

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

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

a. Premises, Operations, Products and Completed Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation
d. Explosion, Collapse & Underground Conditions
e. Blanket Contractual Liability
f. Personal Injury Liability
g. Broad Form Property Damage Endorsement, including Completed Operations
h. Independent Contractors
i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
j. Pollution Liability (if applicable)
k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

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

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

Limits (not less than)

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

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

(c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

$1 Million	Combined Single Limit for Bodily Injury and Property Damage

(d) Excess Liability

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

(e) Builder’s Risk

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

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

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended

beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

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

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

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

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

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide",

published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

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

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

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

City of Ormond Beach
Request for Proposals (RFP)
Emergency Debris Removal, Reduction and Recovery
RFP No. 2026-23

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME

_____
TITLE

_____
DATE

City of Ormond Beach
Request for Proposals (RFP)
Emergency Debris Removal, Reduction and Recovery
RFP No. 2026-23

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

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

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

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

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

_____

PHONE NO.: _____FAX NO.:_____

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

TITLE:_____

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

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

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

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

THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

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

2.

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

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

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

SIGNER'S NAME (PRINT OR TYPE)

_____

TITLE

_____

DATE

THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
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

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

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

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

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

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this_____ day of_____,20_____, by_____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of Florida at Large: (seal)

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

My commission expires: _____

This document must be completed and returned with your Submittal

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

Further Affiant sayeth not.

Date: _____, 20___

Signed: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN before me by means of [__] physical presence or [__] online notarization on the ____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

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

This document must be completed and returned with your Submittal

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 "convection" 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)

County of _____

STATE OF _____

Sworn and subscribed before me this _____ day of _____, 20__ by

_____ who is Personally known to me _____

Or who produced identification - _____
(Type of Identification)

_____
(Signature) Notary Public—State of Florida

_____
(Printed, typed or stamped commissioned name of notary public)

My commission expires _____ (SEAL)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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” in paragraph 1 of Section VI 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: (based on longstanding interpretation)

(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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
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.



Public Assistance

Debris Management Guide

FEMA-325 / July 2007

FEMA

Foreword

The Federal Emergency Management Agency (FEMA) encourages State and local governments, tribal authorities, and private non-profit organizations to take a proactive approach to coordinating and managing debris removal operations as part of their overall emergency management plan. Communities with a debris management plan are better prepared to restore public services and ensure the public health and safety in the aftermath of a disaster, and they are better positioned to receive the full level of assistance available to them from FEMA and other participating entities.

The core components of a comprehensive debris management plan incorporate best practices in debris removal, reflect FEMA eligibility criteria, and are tailored to the specific needs and unique circumstances of each applicant. FEMA developed this guide to provide applicants with a programmatic and operational framework for structuring their own debris management plan or ensuring that their existing plan is consistent with FEMA's eligibility criteria. This framework:

1. Identifies and explains the debris removal eligibility criteria that applicants must meet in order to receive assistance under the FEMA Public Assistance (PA) Program
2. Provides a blueprint for assembling an effective and responsive plan for the entire debris management cycle
3. Outlines the FEMA Public Assistance debris removal organizational structure and strategy

We encourage local officials to review their community's vulnerability to a disaster and to consider how to manage large-scale debris clearance, removal, and disposal operations should the need arise. Your State emergency management agency and the FEMA regional office may provide additional technical assistance in your area.

An electronic version of this guide is available on FEMA's website at fema.gov. **Because this document is not exhaustive and the provisions are subject to modification, consultation with the State and FEMA may be necessary.**

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PART I – PUBLIC ASSISTANCE ELIGIBILITY

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Part I – Public Assistance Eligibility

Introduction

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. § 5121, et seq. (hereinafter referred to as the Stafford Act), authorizes the FEMA Public Assistance Program to award Federal funding to State and local governments, Federally recognized tribes, and eligible private non-profit organizations in order to assist them in their disaster response and recovery activities. Specifically, the Program provides assistance for debris removal, implementation of emergency protective measures, and permanent restoration of eligible facilities and infrastructure.

A fundamental goal of the Public Assistance Program is to ensure that everyone shares a common understanding of the Public Assistance Program policies and procedures. To support this goal, FEMA has undertaken an effort to provide its State, tribal, and local partners with more and better information about the Public Assistance Program. Part I describes the Public Assistance Program's basic debris eligibility criteria and is intended to be a reference for planning and recovery purposes.

This document provides a summary of the eligibility criteria specifically for debris removal operations. For a more comprehensive understanding of the Public Assistance Program, additional information regarding FEMA Public Assistance policies, Fact Sheets, and guidance materials, including *FEMA 321 – Public Assistance Policy Digest, FEMA 322 – Public Assistance Guide, and FEMA 323 – Public Assistance Applicant Handbook, c*an be obtained online at fema.gov.

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Chapter 1 – Public Assistance Debris Removal Eligibility

Chapter Highlights

Public Assistance Grant Program
General Eligibility Criteria
- Definition of Eligibility
- Grantee/Subgrantee
- Facility
- Work
- Public Interest
- Reasonable Cost

Environmental and Historic Preservation Special Considerations
- National Environmental Policy Act
- Executive Orders

Duplication of Benefits
- Other Federal Agencies
- Insurance Settlements
- Salvage Value

Public Assistance Grant Program

The Federal government may provide grants through the Public Assistance Program to reimburse the response and recovery efforts of an applicant (State and local governments, and certain private non-profit organizations) for Presidentially declared disasters. To receive supplemental disaster assistance under the Public Assistance Program, applicants must meet FEMA eligibility criteria.

An applicant may conduct debris operations in any manner it deems appropriate. However, only costs associated with applicants, facilities, and work deemed eligible according to FEMA eligibility criteria and complying with special consideration requirements are reimbursed under the Public Assistance Program. Therefore, these eligibility criteria and special consideration requirements should be taken into consideration by the applicant when developing its debris management plan.

General Eligibility Criteria

Definition of Eligibility

Eligible means qualifying for and meeting the stipulated requirements of the Public Assistance grant. The term eligible can be applied to applicants, facilities, work, and costs.

Eligibility is based on a hierarchy of statute, regulations, policies, fact sheets, guidance documents, and disaster-specific documents:

- **Statute** is the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121 et seq. (Stafford Act), the authority governing the Public Assistance Program.
- **Regulations,** which are published in 44 Code of Federal Regulations (CFR), Parts 13 and 206, implement and interpret the statute.
- **Policies** are written to apply the statute and regulations to specific subjects and situations.
- **Fact Sheets, guidance documents, and disaster-specific documents** provide clarification and detailed explanations of issues and concerns.

The terms **ineligible** or **not eligible** are used to indicate the applicant, facility, work, or cost does not qualify for a Public Assistance grant.

Grantee/Subgrantee

Grantee means the government, usually the State, to which a grant is awarded by the Federal government and is accountable for the use of the funds provided.

Subgrantee (applicant) is the entity to which a subgrant is awarded and is accountable to the grantee for the use of the funds provided. Four types of subgrantees are eligible for Public Assistance grants:

1. State government agencies, such as:

    - State department of transportation
    - State environmental resources agency
    - State parks agency

2. Local governments, such as:

    - Towns, cities, counties, boroughs
    - Municipalities, townships
    - Local public authorities

3. Private Non-Profit (PNP) organizations or institutions that own or operate facilities that provide certain services otherwise performed by a government agency. Eligible facilities are limited to:

    - Educational
    - Emergency
    - Medical

- Utility
- Custodial care
- Irrigation
- Other essential governmental services, which are open to the general public and do not fall into one of the categories described above include community centers, rehabilitation facilities, homeless shelters, libraries, museums, senior citizen centers, shelter workshops, zoos, performing arts facilities, community arts centers, and health and safety services of a governmental nature.

4. Federally recognized Indian Tribes or authorized tribal organizations and Alaskan Native village organizations. This does not include Alaska Native Corporations, which are owned by private individuals. Indian Tribal Governments may serve as a grantee instead of a subgrantee.

Since this document speaks specifically to debris issues, it is assumed the city, county, township, or other governing body will take responsibility for planning and implementing the debris operations. The terms "jurisdiction" and "governing body" are used to indicate the eligible applicant planning or implementing the debris management operation.

Facility

A facility is any publicly or privately owned building, works, system, or equipment, built or manufactured, or an improved and maintained natural feature. Land used for agricultural purposes is not an eligible facility. The eligible facility must be located in the designated disaster area and must be the legal responsibility of an eligible applicant.

Work

FEMA characterizes work eligible for Public Assistance grants as either emergency or permanent work. These are classified into seven different categories identified by letters A through G. This document discusses only emergency work, Category A – Debris Removal and Category B – Emergency Protective Measures. To be eligible, an item of work must meet all of the following:

- Be required as a result of the disaster event;
- Be located within a designated disaster area, except that sheltering and evacuation activities may be located outside of the designated disaster area; and
- Be the legal responsibility of an eligible applicant.

Public Interest

Eligible debris work must be in the public interest, which is defined as work necessary to meet the following:

- Eliminate immediate threats to life, public health and safety;
- Eliminate immediate threats of significant damage to improved public or private property;
- Ensure economic recovery of the affected community to the benefit of the community-at-large; or
- Mitigate the risk to life and property by removing substantially damaged structures and associated appurtenances as needed to convert property acquired through a FEMA hazard mitigation program to uses compatible with open space, recreation, or wetlands management practices.

Reasonable Cost

A reasonable cost is defined by the Office of Management and Budget (OMB) Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments* and Circular A-122, *Cost Principles for Non-Profit Organizations*, as a cost which in its nature and amount does not exceed that which would be incurred by a prudent person under the circumstance prevailing at the time the decision was made to incur the cost. Considerations include evaluating historical costs for similar work, analyzing costs for similar work in the region, reviewing published unit cost data for the work, or comparing costs with the FEMA Schedule of Equipment Rates and Cost Codes. The source of costs may include: the applicant's force account labor, equipment, and materials; contracted services; and mutual aid agreements. Costs are discussed further in Chapter 2, *Costs*.

Environmental and Historic Preservation Special Considerations

State and local regulations, laws, and ordinances need to be addressed and followed for all environmental and historic preservation issues.

FEMA uses the term "special considerations" to describe issues other than basic program eligibility that affect the scope of work and funding for a project. Applicants have a critical role in identifying and resolving special considerations issues. The applicant should assist FEMA by identifying the issues as early as possible and providing the information necessary for review. A brief description of environmental and historic preservation special considerations that relate to debris operations are set forth below.

National Environmental Policy Act

The National Environmental Policy Act (NEPA) requires every Federal agency to follow a specific planning process to ensure that agency decision-makers and applicants have considered and the general public is fully informed about, with the opportunity to comment on, the environmental consequences of a Federally funded action. This review and consultation process is used to evaluate the impact a project and its alternatives may have on the environment. The review process required by NEPA is usually the vehicle through which FEMA addresses other environmental laws and regulations; however, FEMA is provided with statutory exclusions under Section 316 of the Stafford Act. These exclusions exempt certain actions from the NEPA review process and generally include debris removal, clearance of roads, and demolition of unsafe structures. If an action is not statutorily excluded, the appropriate level of NEPA review must be determined. FEMA makes the statutory exclusion determinations.

It should be noted that compliance with other individual laws such as the Endangered Species Act, the National Historic Preservation Act, the Clean Air Act, and the Clean Water Act is still required, even when a project is statutorily excluded from NEPA review. Environmental laws and regulations that may impact debris operations are briefly described in the following sections.

Clean Water Act

The Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into the waters of the United States. It makes it unlawful for any person to discharge any pollutant from a specific source into navigable waters, unless a permit was obtained under its provisions. Through Section 404 of CWA, permits are required to discharge dredged and fill materials into waters of the United States, including wetlands.

Section 402 of CWA implements the National Pollutant Discharge Elimination System, which establishes a permit program controlling water pollution by regulating point sources that discharge pollutants into the waters of the United States.

Debris removal projects such as dredging, demolition, and construction and operation of sites used for debris management must comply with the requirements of CWA as administered by the Federal, State, or local regulatory agency.

Clean Air Act

The Clean Air Act was established to protect the nation's air through the reduction of smog and atmospheric pollution. Several State and local governments have enacted similar legislation, either implementing Federal programs or implementing more stringent air quality requirements within their jurisdictions.

Projects that are funded under the Public Assistance Program such as debris clearance, removal, disposal, recycling, reduction, and demolition, must comply with the air quality standards required by the Federal, State, or local regulatory agencies.

Coastal Barrier Resources Act

The Coastal Barrier Resources Act (CBRA) restricts Federal expenditures and financial assistance that encourage development of coastal barriers so that damage to property, fish, wildlife, and other natural resources associated with the coastal barrier is minimized. Coastal barriers are located along the Atlantic and Gulf Coasts and along the Great Lakes. They are identified on FEMA's Flood Insurance Rate Maps as Coastal Barrier Resources System (CBRS) units.

Costs for debris removal and emergency protective measures in designated CBRS units may be eligible for reimbursement under the Public Assistance Program provided the actions eliminate an immediate threat to lives, public health and safety, or protect improved property.

Resource Conservation and Recovery Act

The Resource Conservation and Recovery Act (RCRA) requires safe disposal of waste materials, promotes the recycling of waste materials, and encourages cooperation with local agencies. It applies to disposal of disaster-generated debris and is of particular concern when hazardous materials may be present.

Endangered Species Act

The Endangered Species Act (ESA) prohibits Federal actions that cause unnecessary harm to species listed as threatened or endangered, or the destruction or adverse modification of the habitat for these species. Endangered species include mammals, fish, birds, reptiles, and amphibians, as well as plants and insects. If a project involves the known habitat of a threatened or endangered species, FEMA must consult with the United States Fish and Wildlife Service and the National Marine Fisheries Service before approving funding for that project.

National Historic Preservation Act

The National Historic Preservation Act (NHPA) requires Federal agencies to take into account the effects of their undertakings on historic properties. Federal agencies must consult with parties who have an interest in the effects of the undertaking in order to identify the affected historic properties, assess the effect of the undertaking on historic properties, and seek ways to avoid, minimize, or treat any adverse effects on historic properties. FEMA complies with NHPA and its implementing regulations in 36 CFR Part 800, either by executing Statewide programmatic agreements or by following standard regulatory procedures, commonly referred to as the Section 106 Process.

Historic properties include districts, buildings, structures, objects, landscapes, archaeological sites, and traditional cultural properties that are included in, or eligible for inclusion in, the National Register of Historic Places. These properties are not just old buildings or well-known historic sites, but places important in local, State, or national history. Facilities as diverse as bridges and water treatment plants may be considered historic. The National Register of Historic Places is a list of recognized historic properties. However, this list is not complete, and States may have additional properties with historic significance. Through the use of programmatic agreements, FEMA has delegated the identification and evaluation tasks to State Historic Preservation Officers (SHPO) in many States.

Coastal Zone Management Act

The Coastal Zone Management Act (CZMA) encourages the management of coastal zone areas and provides grants to be used in maintaining coastal zone areas. It requires that Federal agencies be consistent in enforcing the policies of State coastal zone management programs when conducting or supporting activities that affect a coastal zone. It is intended to ensure that Federal activities are consistent with State programs for the protection and, where possible, enhancement of the nation's coastal zones.

Fish and Wildlife Coordination Act

The Fish and Wildlife Coordination Act authorizes the United States Fish and Wildlife Service to administer programs for the planning, development, maintenance, and coordination of State wildlife resource conservation and rehabilitation. If a proposed project would destroy wildlife habitat or modify a natural stream or body of water, it requires an evaluation of that action's impact on fish and wildlife.

Wild and Scenic Rivers Act

The Wild and Scenic Rivers Act (WSRA) was established by Congress to preserve selected rivers in its free-flowing condition in order to protect the water quality and fulfill other national conservation purposes. These rivers are considered protected, much like a national wildlife refuge. Federal agencies may not fund projects that would have a direct and adverse effect on the values for which a river was designated. If a proposed project is located on a river designated as wild and scenic, FEMA must review it for compliance with WSRA.

Executive Orders

In addition to the laws described above, several Executive Orders (EOs) issued by the President also affect Public Assistance Program projects. The EOs that most frequently affect the Public Assistance Program are the following:

EO 11988 requires Federal agencies to undertake certain responsibilities for floodplain management. FEMA's procedures for complying with this EO are outlined in 44 CFR Part 9.

EO 11990 outlines the protection of wetlands and requires a planning process that considers alternatives and evaluates impacts to wetlands. The process for complying with this EO is similar to that for complying with EO 11988 and is outlined in 44 CFR Part 9.

EO 12898 requires Federal agencies to evaluate actions for disproportionately high and adverse effects on minority or low-income populations and to find ways to avoid or minimize these impacts where possible. Field personnel should identify any neighborhoods or communities with minority or low-income populations.

Duplication of Benefits

In accordance with Section 312 of the Stafford Act, no applicant will receive assistance for any loss for which financial assistance has been received under any other program or from insurance or from any other source. Therefore, the use of Federal or State funds, insurance settlements, and other grants or cash donations granted for the same purpose constitutes a duplication of benefits.

Other Federal Agencies

If another Federal agency has the authority to provide an applicant with assistance for debris removal operations, FEMA cannot provide funds for that project. Applicants should pursue funding assistance offered through those agencies.

The Federal Highway Administration (FHWA), United States Army Corps of Engineers (USACE), National Resources Conservation Service (NRCS), Environmental Protection Agency (EPA), Department of Housing and Urban Development (HUD), and United States Coast Guard (USCG) may provide assistance to applicants for certain debris removal activities. Applicants must become aware of the agencies' roles, responsibilities, and jurisdictions to ensure a duplication of benefits does not occur between other Federal agencies and FEMA. Descriptions of other Federal agencies and their programs are found in Appendix G, *FEMA RP9580.202, Fact Sheet: Debris Removal - Authorities of Federal Agencies*.

Insurance Settlements

Insurance policies that include coverage for debris removal activities are potentially a duplication of benefits. The applicant should contact its insurance provider for a statement of loss to determine the amount of insurance settlement related to debris removal. The insurance settlement is reflected in the Public Assistance grant as a line-item credit against the eligible cost for the project.

Similarly, applicants should be aware that some residents within a declared disaster area may obtain funds for removing debris from their property through their homeowner insurance or

under the FEMA Individual Assistance (IA) Program. Should residents receive funds under the IA Program or insurance proceeds for the removal and disposal of debris from their properties, but also place debris at the curbside rights-of-way, the applicant should make a concerted effort to collect the proportionate cost of the curbside removal from those residents in an effort to comply with Section 312 of the Stafford Act.

While FEMA understands that this could become an arduous task, applicants can put in place protocols to inform residents that receiving a benefit for the same purpose from the Federal government or any other source is in violation of Federal law.

When applicants receive reimbursements from residents for the cost of curbside collection, applicants are required to report the total amount of proceeds collected from those residents to FEMA. The Federal share of the Public Assistance grant is calculated after the reimbursement proceeds are reduced from the total cost of the curbside collection.

Salvage Value

Applicants may choose to recover materials from disaster debris for beneficial uses. Applicants may sell materials such as metals, woody debris, concrete, masonry, or other types of debris to recyclers, to the construction or agricultural industry, or to energy generators. The salvage value for various recyclable or reusable debris materials depends on the regional recycling markets.

Applicants that sell disaster debris for a salvage value must offset the cost of the eligible debris removal work by the revenues received from the sale of the debris. Applicants must document and report to FEMA the revenues obtained through the sale of debris materials. Public Assistance grant funding is limited to the Federal share of the difference between the amount of revenue received and the cost of the debris removal.

Applicants that contract for debris removal may allow the contractor to take possession of the recoverable debris materials. This type of agreement must take into account the salvage value, and the applicant should negotiate a credit to reflect this value within the terms of the contract. The sale of the recoverable disaster debris materials should offset the cost of the contracted services.

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Chapter 2 – Costs

Chapter Highlights

Applicant Resources
- Labor
- Equipment
- Documentation

Mutual Aid Agreements

Contract Services
- Competition
- Methods of Procurement
- Types of Contracts

Other Considerations
- Contract Scope of Work Recommendations
- Piggyback Contracts
- Prohibited Contracts

Additional Contract Requirements

Applicant Resources

Eligible work accomplished with an applicant's own labor, equipment, and materials may be funded under the Public Assistance Program. An applicant's employees' labor and an applicant's equipment are called force account labor and force account equipment, respectively. It is important for the applicant's staff to document hours worked and equipment used to complete the eligible work.

Labor

For debris removal work, overtime labor costs (including benefits) are eligible for permanent employees, reassigned employees, and seasonal employees used during the season of anticipated employment. The cost of straight-time labor costs (including benefits) of an applicant's permanently employed personnel are not eligible in calculating the cost of eligible emergency work, which includes debris removal. Straight-time and overtime is determined in accordance with an applicant's pre-disaster policies, which should be applied consistently in both disaster and non-disaster situations.

Both straight-time and overtime labor costs are eligible for non-budgeted employees assigned specifically to perform emergency work.

Please refer to Appendix G, *FEMA RP9525.7, Labor Costs - Emergency Work* for specific eligibility guidance regarding labor costs for permanent, temporary, essential, reassigned, and seasonal employees.

Equipment

Reimbursement for the use of force account equipment is limited to the time the equipment is actually in use. Standby and idle time are not eligible for Public Assistance grant funding.

Force account equipment may be reimbursed at an hourly rate. This hourly rate typically includes the operation, depreciation, maintenance, and fuel for that particular piece of equipment, but does not include operator labor cost. FEMA publishes a FEMA Schedule of Equipment Rates, which is available online at fema.gov.

FEMA may recognize State equipment rates. Applicants that use rates established under State guidelines in their normal day-to-day operations may use State rates up to $75 per hour upon Public Assistance Program approval of the cost development methodology. Rates over $75 per hour may be approved by FEMA on a case-by-case basis.

FEMA may also recognize an applicant's use of rates developed by a local government in their normal day-to-day operations. Reimbursement is based either on the local rates or the FEMA Schedule of Equipment Rates, whichever is less. If the local rate is lower and the applicant certifies that the local rate does not reflect the actual cost, the FEMA Schedule of Equipment Rates may be used.

Documentation

Appendix C, *FEMA Forms* are frequently used to document work completed with force account labor and equipment. The FEMA summary record forms provide the minimum information required for Public Assistance grant reimbursement consideration. These summary record forms are not required forms; the applicant may use its own forms or accounting summary, or alter the FEMA forms to fit its needs, as long as the minimum information required is provided.

Applicants are required to maintain source documentation such as timesheets, work logs, and equipment use sheets, that show the work was disaster-related and support the hours claimed on the force account summary forms submitted for the project.

Mutual Aid Agreements

Applicants may have agreements with other jurisdictions and agencies for the provision of debris management services in the event of an emergency. The employees of the entity providing supplemental assistance are considered as extra hires or contract labor; therefore, both straight-time and overtime are eligible. FEMA will reimburse mutual aid costs provided that:

- The assistance is requested by the receiving applicant;

- The work performed is directly related to the disaster and is otherwise eligible for FEMA assistance;
- The entity that received the aid incurred a cost for that aid, i.e. the providing jurisdiction or agency bills the receiving applicant for the service;
- Provision of services under the agreement are not contingent upon declaration of a major disaster or emergency by FEMA; and
- The requesting and providing entities can provide documentation of rates and payment for services.

FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance contains additional information on mutual aid agreements and is available online at fema.gov.

Contract Services

An applicant may hire a contractor to perform such work as debris clearance, removal, disposal, reduction, recycling, and/or monitoring. Public Assistance grant funding is limited to the scope of work necessary to remove debris that is an immediate threat to life, public health and safety, or poses an immediate threat of significant damage to improved public or private property. Moreover, the costs must be reasonable for the respective scope of work in order to be eligible for Public Assistance grant reimbursement. The procurement of the contract is subject to all provisions of 44 CFR Part 13. The full text of 44 CFR Part 13 is available online through the United States Government Printing Office at gpoaccess.gov.

Appendix G, *FEMA RP9580.4, Fact Sheet: Debris Operations - Clarification: Emergency Contracting vs. Emergency Work* should be reviewed by the applicant and taken into consideration when soliciting contractors.

Contracts must be of reasonable cost, generally must be competitively bid, and comply with Federal, State, and local procurement standards. FEMA will reimburse only fair and reasonable costs of any contract an applicant enters into. An applicant must consider costs, conflicts of interest, and all Federal, State, and local laws and regulations when hiring a contractor.

Compliance with local procurement practices and the procurement competition requirements specified in 44 CFR Part 13.36 are essential to successfully receiving Public Assistance grant funding. The Federal procurement regulations ensure that applicants procure contracts in a manner that provides full and open competition, and provide financial and record-keeping requirements. In addition, applicants should maintain a written code of standards for conduct governing the performance of employees, officers, or agents who select and award contracts.

It is important that applicants secure contracts with reputable and qualified licensed contractors. Applicants should conduct reference checks on a contractor's history of performance with the State's contractor licensing board and with the contractor's previous

clients before awarding contracts. Appendix G, *FEMA RP9580.201, Fact Sheet: Debris Removal - Applicant's Contracting Checklist* is provided as guidance to assist Public Assistance applicants in the procurement process.

Competition

Pursuant to 44 CFR Part 13.36(c)(1), applicants may not restrict the bidding in order to disqualify a population of bidders. Some of the situations considered to be restrictive of competition include, but are not limited to:

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

Applicants who have prequalified lists of persons, firms, or products must keep such lists current in order to ensure open and free competition during the bidding process, in accordance with 44 CFR Part 13.36(c)(4), which states:

> *"Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period."*

Methods of Procurement

An applicant may request that FEMA review its procurement process to determine whether the process meets the standards set forth in 44 CFR Part 13.36.

FEMA finds the following four methods of procurement acceptable:

> **Small purchase procedures** procurement, an informal method for securing services or supplies that do not cost more than $100,000 by obtaining several price quotes from different sources.

Sealed bids procurement, a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsible bidder whose proposal is the lowest in price. This method is the preferred method for procuring construction contracts.

Competitive proposals procurement, a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price. This method is often used for procuring architectural or engineering professional services. In addition, this method normally involves more than one source submitting an offer and is used when conditions are not appropriate for sealed bids.

Noncompetitive proposals procurement, a method whereby a proposal is received from only one source. Noncompetitive proposals should only be used when the award of a contract is not feasible under small purchase procedures, sealed bids, or competitive proposals, and one of the following circumstances applies:

- The item is available only from a single source
- There is an emergency requirement that does not permit a delay
- Solicitation from a number of sources has been attempted, and competition is determined to be inadequate

FEMA strongly discourages applicants from using a noncompetitive contract for debris removal operations. A contract may be regarded as noncompetitive if the applicant has only one responsive bidder. In this case the applicant is required to comply with 44 CFR Part 13.36(f), which states in part:

> *"…A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price."*

Applicants are required by 44 CFR Part 13.36(f)(2) to negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. Consideration shall be given to the complexity of the work performed, risk borne to the contractor, contractor's investment, amount of subcontracting, quality of the contractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Types of Contracts

FEMA provides reimbursement for four types of contracts:

Lump sum contracts, for work within a prescribed boundary with a clearly defined scope and a total price

Unit price contracts, for work done on an item-by-item basis with cost determined per unit

Cost-plus-fixed-fee contracts, either lump sum or unit price contracts with a fixed contractor fee added into the price

Time-and-materials contracts, where the contractor bills the applicant for labor, equipment, materials, and overhead. These contracts should be avoided, but may be allowed for work that is necessary immediately after the disaster has occurred when a clear scope of work cannot be developed. Time-and-materials contracts are allowed in circumstances when they are more cost-effective and appropriate for the amount and type of eligible work to be performed. The costs must be reasonable for the type of work required. Applicants must engage in comprehensive active monitoring activities to ensure contractor efficiency. **Typically, FEMA will reimburse for only 70 hours of a time-and-materials contract.** If a time-and-materials contract is awarded, the applicants must:

- Monitor and document contractor expenses;
- Have a cost ceiling or "not to exceed" provision in the contract; and
- Contact the State to ensure proper guidelines are followed.

After 70 hours of work, the applicant should have sufficient information on the scope of work necessary to complete debris collection and disposal, and on a basis for estimating a reasonable cost for the contract work, to effectively solicit a lump sum or a unit price contract. For some types of debris work where time-and-materials contracts may be the most cost-effective and the most well-suited to the type of work, applicants should work closely with the State and FEMA when awarding the time-and-materials contracts to ensure eligibility requirements are met.

Other Considerations

Contract Scope of Work Recommendations

The contract scope of work should reference "eligible work," "work eligible under FEMA Public Assistance regulations, policies, and guidance," "work performed on public property and/or public rights-of-way," or other similar elements.

Piggyback Contracts

FEMA does not favor "piggyback contracts." Applicants have used piggyback contracts on occasion to have disaster-related work performed by another jurisdiction's contractor. The variables associated with the scope of work and costs generally make this an option to be avoided. The competitive procurement requirements of 44 CFR Part 13 are also a prime concern. If FEMA encounters a request for reimbursement of costs derived from such a contract, the reimbursable costs for eligible work will be based on reasonableness.

Prohibited Contracts

In accordance with 44 CFR Part 13.36(f)(4), cost plus percentage of cost contracts shall not be used. Use of such contracts may result in FEMA limiting the Public Assistance grant to an amount determined to be reasonable based on the eligible work performed.

Contracts that are awarded by an applicant to debarred contractors are prohibited pursuant to 44 CFR Part 13.35; thus, no Federal funding can be awarded for eligible work completed.

Additional Contract Requirements

Contract payment provisions should address the obligations between parties to the contract only and not include any language that makes payment to the contractor contingent upon the applicant's receipt of funding from FEMA.

All contracts in excess of $10,000 must contain a provision for termination for cause and for convenience by the applicant, including the manner by which it will be effected and the basis for settlement, according to 44 CFR Part 13.36(i)(2).

For contracts over $100,000 the applicant must have the following minimum bonding requirements, in accordance with 44 CFR Part 13.36(h):

- A bid guarantee from each bidder equivalent to five percent of the bid price;
- A performance bond on the part of the contractor for 100 percent of the contract price; and
- A payment bond on the part of the contractor for 100 percent of the contract price.

In accordance with 44 CFR Part 13.36(b)(8):

> *"Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources."*

Documentation requirements are specified in 44 CFR Part 13.36(b)(9) and include, but are not limited to, rationale for the procurement method, contract type, contractor selection or rejection, and the basis for contract price.

For additional contracting information, refer to Appendix G, *FEMA RP9580.201, Fact Sheet: Debris Removal - Applicant's Contracting Checklist*.

Chapter 3 – Debris Removal from Public Property

Chapter Highlights

Eligible Debris Removal
Ineligible Debris Removal
Debris Clearance and Removal Operations
Field Eligibility Determinations
- Vegetative Debris Eligibility
- Construction and Demolition Debris
- Hazardous Waste
- White Goods
- Soil, Mud, and Sand
- Vehicles and Vessels
- Putrescent Debris
- Infectious Waste
- Chemical, Biological, Radiological, and Nuclear-Contaminated Debris
- Garbage

Monitoring Debris Removal Operations
Disposal

This chapter discusses debris operations on public property and public rights-of-way. Applicants should document locations, conditions, and special circumstances of the debris prior to removal. This chapter includes preferred documentation information and requirements. Proper documentation enables an applicant to fully account for costs incurred in the event that Federal disaster assistance is made available.

Eligible Debris Removal

Eligible debris removal work under the Public Assistance Program must meet the following criteria:

- The debris was generated by the major disaster event;
- The debris is located within a designated disaster area on an eligible applicant's improved property or rights-of-way; and
- The debris removal is the legal responsibility of the applicant.

Ineligible Debris Removal

The following are not eligible for FEMA assistance under the Public Assistance Program:

- Any debris removal from an eligible applicant's unimproved property or undeveloped land;
- Any debris removal from a facility that is not eligible for funding under the Public Assistance Program, such as a PNP cemetery or PNP golf course; or
- Any debris removal from Federal lands or facilities that are the authority of another Federal agency or department, such as Federal-aid roads, USACE navigable waterways, and NRCS canals. See Chapter 16, *Other Federal Assistance*, for a description of these authorities.

Debris Clearance and Removal Operations

Debris removal operations generally occur in two phases: (1) initial debris clearance activities necessary to eliminate life and safety threats; and (2) debris removal activities as a means to recovery. Whether the work was performed using an applicant's own resources or by contractors, documentation is necessary for Public Assistance grant consideration.

An applicant's initial response phase of the debris operation may begin during the disaster event. Crews may be activated to clear debris on emergency access roads; usually this is vegetative debris that is cut and tossed to the rights-of-way. The purpose is to eliminate an immediate threat to lives, and public health and safety. The transition period from initial clearance activities to debris removal depends on the magnitude of disaster impact. Typically, the debris removal recovery phase begins after the emergency access routes are cleared and police, firefighters, and other first responders have the necessary access.

Often residents begin clearing disaster debris from their properties and placing it on the public rights-of-way. If the property owners move the disaster-related debris to a public right-of-way, an applicant may be reimbursed for debris pickup, haul and disposal from the right-of-way for a limited period of time. If an applicant does not have the legal responsibility to maintain a right-of-way, then debris removal from that right-of-way is not eligible for reimbursement.

Field Eligibility Determinations

To assist in implementation of the Public Assistance Program and the applicants' understanding of it, FEMA has established specific eligibility guidance for debris. This section addresses the most common eligibility issues for various types of debris and recommends documentation for Public Assistance grant consideration. Consultation with the State and FEMA is advised for scenarios not addressed within this section.

Only FEMA has the authority to make eligibility determinations for Public Assistance grant funding; contractors cannot make eligibility determinations. Information on eligibility can be found in FEMA 321 – Public Assistance Policy Digest, FEMA 322 – Public Assistance Guide, FEMA 323 – Public Assistance Applicant Handbook, and this document.

Vegetative Debris Eligibility

Vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Depending on the size of the debris, the collection of vegetative debris may require the use of flat bed trucks, dump trucks, and grapple loaders.



Figure 3.1 - Typical Vegetative Debris on a Public Right-of-Way

Most vegetative debris consists of large piles of tree limbs and branches that are piled on the public rights-of-way by the residents. The collection of this type of debris is eligible for reimbursement if it is within public rights-of-way and collected by an eligible applicant. Applicants normally limit the number of times the debris is collected; for instance, the applicant may choose to make two passes throughout the jurisdiction before resuming its normal collection activities. The applicant should discuss with FEMA the number of passes that may be eligible.

Vegetative debris is bulky and consumes a significant volume of landfill space if buried. To minimize the use of landfill space, it is prudent to reduce the volume of vegetative debris before burying. Vegetative debris may be reduced by as much as 75 percent of its volume by mulching or grinding and as much as 90 percent of its volume through burning technologies. Costs to reduce vegetative debris are eligible for Public Assistance grant funding if found to be reasonable.

A hazardous tree or stump may be collected individually, while downed or fallen debris is collected from rights-of-way or at a designated collection center. Tree and stump collection prices are typically based on the size of the tree or stump and charged by unit. Other fallen or downed material is usually billed by weight (tons) or volume (cubic yards).

Determining eligibility for hazardous trees and stumps is challenging. FEMA has established criteria to assist in making these eligibility determinations, using objective information that can be collected in the field.

Hazardous Trees

Removing a hazardous tree may be eligible for Public Assistance grant funding. A tree is considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter breast height of six inches or greater; **and one or more of the following criteria are met**:

- It has more than 50 percent of the crown damaged or destroyed;
- It has a split trunk or broken branches that expose the heartwood;
- It has fallen or been uprooted within a public-use area; and/or
- It is leaning at an angle greater than 30 degrees.

Trees determined to be hazardous and that have **less than 50 percent of the root-ball exposed** should be cut flush at the ground level. Grinding of the resulting stump after the tree has been cut flush at the ground level is not eligible work. The cut portion of the tree is included with regular vegetative debris. The applicant should make an effort to cut the tree trunk as close to the ground as possible.

The eligible scope of work for a hazardous tree may include removing the leaning portion and cutting the stump at ground level. An example of an ineligible costing method for such work would be removing the tree and stump for two separate unit costs.

The Public Assistance Program may reimburse straightening and bracing if they are less costly than removal and disposal. Straightening and bracing are emergency protective measures if they eliminate an immediate threat to lives, public health and safety, or improved property. If an applicant chooses to straighten and brace a tree in lieu of removal, the tree would not be eligible for removal if it dies.

Hazardous Limb Removal (Hangers)

Removing hanging limbs may be eligible for Public Assistance grant assistance. Limbs must be:

- Located on improved public property;
- Greater than two inches in diameter at the point of breakage; and
- Still hanging in a tree and threatening a public-use area, e.g. trails, sidewalks, golf cart paths.

Only the minimum amount of work necessary to remove the hazard is eligible. Pruning, maintenance trimming, and landscaping are not eligible. Work should be executed in an efficient manner. For example, all hazardous limbs in a tree should be cut at the same time, not in passes for particular sizes. Work to remove hanging limbs from a tree that has been determined to be a hazard and is scheduled for removal is not eligible. If this work is contracted out, it is typically done on a per tree basis.

An eligible scope of work may be to cut the branch at the closest main branch junction. Removing the entire branch back to the trunk may not be eligible.

If the canopy of a tree located on private property extends over a public right-of-way such as a sidewalk, removal of hazardous limbs on the tree that extend over the public right-of-way and meet the above criteria may be eligible. Limbs on the tree that do not extend over the public right-of-way are not eligible.

Documentation required for Public Assistance grant consideration:

- Describe the immediate threat, e.g. photos of hanging limbs or leaning trees;
- Clearly define the scope of work to remove the immediate threat;
- Specify the improved public property location by recording the nearest building address and/or GPS location; and
- Denote date, labor (force account or contract), and equipment used to perform the work.

Hazardous Tree Stumps

A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all of the following criteria:

- It has 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed should be flush cut);
- It is greater than 24 inches in diameter, as measured 24 inches above the ground;
- It is on improved public property or a public right-of-way; and
- It poses an immediate threat to life, and public health and safety.

If an uprooted stump must be removed **prior to FEMA's approval**, the applicant must submit the following information for Public Assistance grant consideration:

- Photographs and GPS coordinates that establish the location on public property;
- Specifics of the threat;
- Diameter of the stump 24 inches from the ground; and
- Quantity of material needed to fill the resultant hole.

FEMA may reimburse a reasonable cost to remove, transport, dispose of, and fill the hole from a stump of **more than 24 inches in diameter** if:

- The applicant and State agree the tree or stump is hazardous according to the above definition;
- Generally, FEMA approved the removal in advance; and

- A Hazardous Stump Worksheet is completed and submitted for FEMA approval. A copy of the Hazardous Stump Worksheet may be found in Appendix G, *FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility*.

In some instances, grinding of an uprooted stump and filling the resulting cavity may cost less than a complete extraction. In these cases, the applicant should present the cost comparison documentation to FEMA for consideration; however, the stump must have already been determined eligible for removal according to the above criteria.

Stumps measuring **24 inches in diameter or less** do not require special equipment for removal; therefore, reimbursement will be based on the reasonable unit cost per cubic yard, using the Stump Conversion Table found in Appendix G, *FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility*. The unit price for stump removal includes the extraction, transport, and disposal of the stump as well as filling the cavity that remains.

FEMA will reimburse the applicant at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the public rights-of-way by others, i.e., contractors did not extract them from public property or property of eligible PNP organizations. In such instances, applicants do not incur additional costs to remove these stumps; the same equipment used to pick up vegetative debris can be used to pick up these stumps.

See Appendix G, *FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility* for more information on hazardous stumps.

Construction and Demolition Debris

The definition of construction and demolition debris may vary between States. Construction and demolition debris can be defined 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, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures. To be eligible, construction and demolition debris must be a result of a Federally declared disaster.

Certain types of construction and demolition debris are reusable or recyclable. To conserve landfill space, it is prudent to separate materials for reuse or recycling.

Some construction and demolition debris may be hazardous, such as asbestos roofing and floor tile, and lead pipes. Public Assistance grant eligibility is subject to all other Federal laws and regulations, including environmental and hazardous waste ordinances. Documentation of the debris origin, any processing (reduction or recycling), and the final disposition is required for Public Assistance grant consideration.



Figure 3.2 - Construction and Demolition Debris

Typically, removal of construction by-products generated by repairs or rebuilding is covered by insurance policies or included in the overall cost for reconstruction projects; therefore, it is not eligible for Public Assistance grant funding as emergency work under debris removal. It may, however, be reimbursed as part of the permanent work for the reconstruction of an eligible project.

Hazardous Waste

Hazardous waste is waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under RCRA. In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous waste lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity, or toxicity.

Public Assistance grant funding may be available for measures that address widespread hazardous materials contamination. The measures may include retrieval and proper disposal of orphan drums, pumping water contaminated with hazardous materials, control or stabilization of oil or other hazardous material releases, and cleanup and disposal of hazardous materials. Certified hazardous waste technicians should handle, capture, recycle, reuse, and dispose of hazardous waste. The applicant must comply with Federal, State, and local environmental requirements for handling hazardous waste.

Public Assistance grant funding is not available to test for mold or contaminants in water, air, or soil for the purposes of long-term cleanup actions. FEMA and EPA determine the specific activities that may be funded under the Public Assistance Program and those activities that are under the authority of EPA.



Figure 3.3 - Hazardous Waste

Household Hazardous Waste (HHW) refers to hazardous products and materials that are used and disposed of by residential, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic.

Electronic waste, or e-waste, refers to electronics that contain hazardous materials such as cathode ray tubes. Examples include computer monitors and televisions.

White Goods

White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.

Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere, and requires that certified technicians extract refrigerants from white goods before they are disposed of or recycled. Some States also require certified technicians to extract compressor oils before disposing of or recycling white goods. Applicants should follow all Federal, State, and local requirements concerning ozone-depleting refrigerants, mercury, or oils. Documentation of proper disposal may be required for Public Assistance grant consideration.


Figure 3.4 - White Goods Stockpiled for Processing

Soil, Mud, and Sand

Floods, landslides, and storm surges often deposit soil, mud, and sand on improved public property and public rights-of-way. Facilities commonly impacted by this type of debris may include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and swimming pools.

The removal of this type of debris from improved public property and public rights-of-way may be eligible for Public Assistance grant funding. For instance, removing soil, mud, and sand from a roadway or sidewalk, or clearing out mud and sand from sewer lines, may be eligible for Public Assistance grant funding if it is the legal responsibility of an eligible applicant. Natural streams and unimproved property are not considered eligible facilities.

The amount of Public Assistance grant funding for removal of soil, mud, and sand is based on the quantity that was deposited due to the disaster. In order to determine the disaster-related debris quantities, the applicant should provide regularly scheduled maintenance reports that indicate the pre-disaster soil, mud, and sand levels. Maintenance reports are commonly requested for soil, mud, and sand removal from sewers, water treatment facilities, and drainage channels.

The applicant is responsible for identifying the damage incurred due to the disaster. Public Assistance grants do not provide funds for random surveys to look for damage, such as TV inspection of sewer lines. However, if disaster-related damage is evident, a Public Assistance grant may cover inspections to determine the extent of the damage and method of repair.

Drainage channels and canals may be an element of a flood control work or water control facility. These types of facilities are often under the jurisdiction of the United States Army Corps of Engineers (USACE) or the Natural Resources Conservation Service (NRCS). If a flood control work or water control facility falls under another Federal jurisdiction, it is generally not eligible for Public Assistance grant funding. For additional information regarding USACE and NRCS facility eligibility, refer to Appendix G, *FEMA RP9524.3, Policy for Rehabilitation Assistance for Levees and Other Flood Control Works - Decision Tree.*

Vehicles and Vessels

For the removal of vehicles and vessels to be eligible, the applicant must demonstrate that:

- The vehicle or vessel presents a hazard or immediate threat that blocks ingress/egress in a public-use area;
- The vehicle or vessel is abandoned, e.g. the vehicle or vessel is not on the owner's property and ownership is undetermined;
- The applicant followed local ordinances and State law by securing ownership; and
- The applicant verified chain of custody, transport, and disposal of the vehicle or vessel.

All supporting documentation relating to removal of abandoned vehicles and vessels must be submitted to FEMA for Public Assistance grant consideration. For navigational vessels, applicants must follow their hazard abatement laws, coordinate with the requirements of the marine and harbor patrol agencies, and comply with local laws governing navigational vessels.

It is important for the applicant to follow its normal written procedures regardless of the circumstances. Any duplication of benefits issues should be addressed.

Putrescent Debris

Putrescent debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter. The cost of putrescent debris collection and disposal may be eligible. Disposal of putrescent debris must be in compliance with applicable Federal, State, and local requirements to be eligible for Public Assistance grant funding. NRCS has developed specific disposal guidelines for animal carcasses.

Infectious Waste

Infectious waste is waste capable of causing infections in humans, including contaminated animal waste, human blood and blood products, isolation waste, pathological waste, and discarded sharps (needles, scalpels, or broken medical instruments).

Clearance, removal, and disposal of infectious waste may be the authority of another Federal agency. Upon review of applicable Federal statutes, regulations, and policies governing infectious waste, FEMA will determine eligibility on a case-by-case basis and may develop disaster-specific guidance when appropriate.

Chemical, Biological, Radiological, and Nuclear-Contaminated Debris

Chemical, Biological, Radiological, and Nuclear (CBRN)-contaminated debris is debris contaminated by chemical, biological, radiological, or nuclear materials as a result of a natural or man-made disaster, such as a Weapon of Mass Destruction (WMD) event. Eligibility determinations on the clearance, removal, and disposal of CBRN-contaminated debris will be made by FEMA based on applicable Federal statutes, regulations, policies, and other guidance documents. Depending on the nature of the disaster and the debris it generates, FEMA may develop additional or disaster-specific eligibility guidance.

Garbage

Garbage is waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and papers. In general, household food wastes can be collected through normal municipal waste collection methods and are not eligible.

Monitoring Debris Removal Operations

Eligible applicants are required to monitor debris removal operations in order to document eligible quantities and reasonable expenses to ensure that the work is eligible for Public Assistance grant funding. Failure to do so properly may jeopardize funding.

In Federally declared disasters, FEMA personnel periodically validate the applicant's monitoring efforts to ensure eligible debris is being removed and processed efficiently. **Debris monitoring is primarily the responsibility of the applicant.** Applicants may use force account resources, temporary hires, and/or contractors to accomplish the monitoring.

Reasonable costs for applicant debris monitors with appropriate qualifications may be eligible. It is not necessary to have professional engineers and other certified professionals perform debris monitoring duties. In addition to the costs for the monitors, the applicant may claim as part of its monitoring activities reasonable costs for the provision of training, oversight, and data compilation to verify debris removal costs as required by the monitoring operation.

Overhead costs for architectural and engineering service are not eligible. Costs associated with attending meetings with FEMA or the State and costs associated with the administration of project worksheets are funded through the administrative allowance as stated in 44 CFR Part 206.228 and cannot be a direct charge to a Public Assistance grant.

Additional guidance on monitoring debris removal operations is located in Appendix G, *FEMA DAP9580.203, Fact Sheet: Debris Monitoring*.

Disposal

Landfill tipping fees usually include fixed and variable costs along with some special taxes or fees assessed by the jurisdiction. Examples of variable costs include costs for labor, supplies, maintenance, utilities, and gas or recovery systems. Fixed costs generally include equipment, construction, permits, landfill closure, post closure, and amortized costs for ancillary landfill building structures.

Eligible landfill costs are limited to the variable and fixed costs that are directly related to landfill operations. Jurisdictions may incorporate special taxes or fees into the landfill tipping fee to fund government services or public infrastructure. When tipping fees include such costs, those costs are not eligible for Public Assistance grant funding.

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Chapter 4 – Private Property Debris Removal and Demolition of Private Structures

Chapter Highlights

Private Property Debris Removal
- Approval for FEMA Assistance
- Documentation for PPDR
- Types of Eligible PPDR Work

Demolition of Private Structures
- Eligible Demolition Costs
- Documentation for Demolition

Commercial Property

Duplication of Benefits for PPDR and Demolition

The FEMA policies on debris removal from private property and demolition of private structures can be found in Appendix G.

Private Property Debris Removal

Private property debris removal (PPDR) is generally not eligible for reimbursement under the Public Assistance Program because debris on private property does not typically present an immediate health and safety threat to the general public. Also, debris removal from private property is generally the responsibility of individual private property owners, and other sources of funding, such as insurance, are commonly available to property owners to cover the cost of work. However, if private property owners move disaster-generated debris to the public right-of-way, the costs associated with removing this debris from the right-of-way may be eligible under the Public Assistance Program.

When large-scale disaster events cause mass destruction and generate large quantities of debris over vast areas, debris on private property may sometimes pose health and safety threats to the public-at-large. If private property owners are not available because they have evacuated, the State or local government may need to enter private property to remove debris considered to be an immediate threat to the lives, health, and safety of its residents. In such situations, the Federal Coordinating Officer (FCO) is authorized to approve the provision of Public Assistance for the removal of debris from private property when it is considered to be in the public interest. The section below describes the process through which applicants may obtain approval for Public Assistance funding for the costs of performing PPDR.

Approval for FEMA Assistance

FEMA will work with States affected by large-scale disasters to designate those areas where the debris is so widespread that removal of debris from private property is in the public interest on a case-by-case basis. Any applicant that intends to seek reimbursement to remove debris from private property within those designated areas will, prior to commencement of work, submit a written request to the FCO seeking approval for reimbursement. The applicant must provide documentation confirming that an immediate threat to the public exists as well as evidence of its legal responsibility to enter private property to eliminate the threat posed by the debris. Specifically, this includes:

Immediate Threat Determination

The applicant must provide documentation from the applicant's public health authority or other public entity with legal authority stating that disaster-generated debris on private property in the designated area constitutes an immediate threat to life, public health, and safety.

The applicant may also provide documentation stating that the debris poses an immediate threat to improved property and that its removal is cost effective. The cost to remove the debris should be less than the cost of the potential damage to the improved property in order for the debris removal to be eligible.

Documentation of Legal Responsibility

The applicant must demonstrate its authority and legal responsibility to enter private property to remove debris. The legal basis for this responsibility must be established by law, ordinance, or code at the time of the disaster and must be relevant to the post-disaster condition representing an immediate threat to life, public health, and safety, and not merely define the applicant's uniform level of services. Typically, solid waste disposal ordinances are considered part of an applicant's uniform level of services.

Applicants ordinarily rely on condemnation and/or nuisance abatement authorities to obtain legal responsibility prior to the commencement of debris removal work. There may be circumstances where the applicant determines that ordinary condemnation and/or nuisance abatement procedures are too time consuming to address an immediate public health and safety threat. Applicants do not have to precisely follow their nuisance abatement procedures, or other ordinances, that would prevent the applicant from taking emergency protective measures to protect public health and safety.

In addition to providing documentation detailing an applicant's immediate threat determination and legal responsibility to remove debris from private property, the applicant must confirm that a legally authorized official has ordered the exercise of public authority to enter private property to perform PPDR. The applicant must also submit in its request

indemnification to the Federal government and its employees, agents, and contractors from any claims arising from the removal of debris from private property.

The FCO will approve or disapprove in writing each applicant's request for Public Assistance to perform PPDR. If approval is granted, applicants should immediately begin identifying properties for PPDR work and establishing specific scopes of work on each of these properties.

Additional information on the applicant approval process for PPDR may be found in Appendix G, *FEMA DAP9523.13, Debris Removal from Private Property.*

Documentation for PPDR

If PPDR is authorized and considered for Public Assistance grant funding, applicants are required to properly document all legal processes used to gain access to private property, as well as document applicable scopes of work, and compliance with Federal, State, and local environmental and historic preservation review requirements. Applicants should work with the Public Assistance staff prior to the commencement of any PPDR work to ensure that all legal, environmental, historic, and scope of work considerations are addressed.

The following documents are necessary for Public Assistance funding for PPDR work:

1. **Right-of-Entry.** A right-of-entry signed by the property owner should include a hold harmless agreement and indemnification applicable to the project's scope-of-work. FEMA's Office of Chief Counsel (OCC) should review the right-of-entry form and the language of the hold harmless agreement and indemnification. The right-of-entry form may also include space for the private property owner's insurance information (policy number) for verification purposes, if applicable.

2. **Photos** are strongly encouraged to show the condition of the property prior to the beginning of the work. Generally, pictures are used to confirm the address and identified scope-of-work on the property.

3. A **PPDR Assessment** is a property-specific assessment which establishes the scope of eligible work. This may be a map which serves as a guide indicating the location of the eligible items of work that present an immediate threat relative to improved property or ingress and egress routes. These maps may incorporate symbols and a legend to identify structures, property lines, and eligible items of work. This assessment may also be a work order or may be covered in the right-of-entry form, as long as the scope of work can be clearly identified.

4. **Documentation of Environmental and Historic Review**. Debris removal work from private property must satisfy compliance review requirements as established by 44 CFR Parts 9 and 10 and all other applicable Federal environmental and historic preservation requirements.

Additional documentation may be required by Public Assistance staff on a case-by-case basis to demonstrate eligible work performed and compliance with applicable Federal, State, and local laws and regulations.

Types of Eligible PPDR Work

Eligible debris removal work from private property includes removal of:

- Large piles of disaster-generated debris in the living, recreational, and working areas of properties in urban, suburban, and rural areas, including large lots.
- Disaster-generated debris obstructing primary ingress and egress routes to improved property.
- Disaster-damaged limbs and leaning trees in danger of falling on improved property, primary ingress or egress routes, or public rights-of-way.
    - Hazardous tree removal is eligible only if the tree is greater than six inches in diameter (measured at diameter breast height) and:
        - has more than 50% of the crown damaged or destroyed, or;
        - has split trunk or broken branches that expose heartwood, or; the tree itself is leaning at an angle greater than 30 degrees and shows evidence of ground disturbance.
    - Hazardous limb removal is eligible only if the limb is greater than two inches in diameter measured at the point of break.
- Debris created by the removal of damaged interior and exterior materials from improved property.
- Household hazardous wastes (such as household cleaning supplies, insecticides, herbicides, etc.)
- Disaster-generated debris on private roads and streets of a gated community, provided that the removal of the debris has become the legal responsibility of an eligible applicant.

Ineligible debris removal work on private property includes the removal of:

- Debris from vacant lots, forests, heavily wooded areas, unimproved property, and unused areas.
- Debris on agricultural lands used for crops or livestock.
- Concrete slabs or foundations-on-grade.
- Reconstruction debris consisting of materials used in the reconstruction of disaster-damaged improved property.

Demolition of Private Structures

State and local governments may need to enter private property to demolish private structures made unsafe by disasters to eliminate immediate threats to life, public health, and safety. In some cases, the costs of performing demolition of private structures may be eligible for Public Assistance grant funding. Typically, the demolition of private structures to eliminate immediate threats is authorized under Section 403(a)(3)(E) of the Stafford Act.

FEMA will consider alternative measures to eliminate threats to life, public health, and safety posed by disaster-damaged unsafe structures, including fencing off unsafe structures and restricting access, when evaluating requests for Public Assistance grant funding for demolition work. The Public Assistance staff must also concur that the demolition of unsafe structures and removal of demolition debris are in the public interest.

The demolition of unsafe privately owned structures and subsequent removal of demolition debris may be eligible when the following conditions are met:

- The structures were damaged and made unsafe by the declared disaster, and are located in the area of the disaster declaration;
- The applicant certifies that the structures are determined to be unsafe and pose an immediate threat to the public. An unsafe structure is a non-commercial or non-industrial structure that threatens the life, health or safety of the public because the structure is so damaged or structurally unsafe that partial or complete collapse is imminent. This certification may be made by the State or local government's building inspector and may be based on a structural assessment in accordance with local ordinances and building codes;
- The applicant has demonstrated that it has legal responsibility to perform the demolition. Similar to private property debris removal, the applicant must demonstrate its authority and legal responsibility to enter private property to perform demolition of unsafe structures. The legal basis for this responsibility must be established by law, ordinance, or code at the time of the disaster and must be relevant to the post-disaster

condition representing an immediate threat to life, public health, and safety, and not merely define the applicant's uniform level of services;

- A legally authorized official has ordered the demolition of unsafe structures and removal of demolition debris;
- The applicant has indemnified the Federal government and its employees, agents, and contractors from any claims arising from the demolition work; and
- The demolition work is completed within the completion deadlines outlined in 44 CFR §206.204 for emergency work.

Additional information on the general eligibility of demolition of private structures may be found in Appendix G, *FEMA DAP9523.4, Demolition of Private Structures.*

Eligible Demolition Costs

Eligible costs associated with the demolition of private structures may include, but are not limited to:

- capping wells;
- pumping and capping septic tanks;
- filling in basements and swimming pools;
- testing and removing hazardous materials from unsafe structures including asbestos and household hazardous wastes;
- securing utilities (electric, phone, water, sewer, etc.);
- securing permits, licenses, and title searches. Fees for permits, licenses, and titles issued directly by the applicant are not eligible unless it can be demonstrated that the fees are above and beyond administrative costs; and/or
- demolition of disaster-damaged outbuildings such as garages, sheds, and workshops determined to be unsafe.

Ineligible costs associated with the demolition of private structures include:

- removal of slabs or foundations, except in very unusual circumstances, such as when disaster-related erosion under slabs on a hillside causes an immediate public health and safety threat; and/or
- removal of pads and driveways.

Structures condemned as safety hazards before the disaster are not eligible for demolition and subsequent demolition debris removal under Public Assistance grant authority.

Individuals and private organizations (except for eligible PNPs) will not be reimbursed for demolition activities on their own properties under the Public Assistance Program.

Documentation for Demolition

In order to receive reimbursement of eligible demolition costs, applicants should provide documentation of applicable legal processes and scopes of work performed, similar to the private property debris removal process described above. Specifically, this includes:

- Rights-of-entries;
- Photos of the structures;
- Structural assessments, or other certifications that the structures are determined to be unsafe or pose an immediate threat to the public, based on local ordinances or building codes;
- Notices of demolition; and
- Documentation of environmental and historic review.

All documentation should be consistent with the requirements of applicable Federal, State, and local laws and regulations governing demolition of private structures. Similar to PPDR work, additional documentation may be required by Public Assistance staff on a case-by-case basis to demonstrate eligible work performed and compliance with applicable Federal, State, and local laws and regulations.

Commercial Property

The removal of debris from commercial property and the demolition of commercial structures are generally not eligible for Public Assistance grant funding. It is assumed and expected that these commercial enterprises retain insurance that can and will cover the cost of debris removal and/or demolition. However, in some cases as determined by the FCO, the removal of debris from private commercial property and/or the demolition of private commercial structures by a State or local government may be eligible for FEMA reimbursement only when such removal is in the public interest.

Industrial parks, private golf courses, commercial cemeteries, apartments, condominiums, and mobile homes in commercial trailer parks are generally considered commercial property.

Duplication of Benefits for PPDR and Demolition

FEMA is prohibited from approving funds for work that is covered by any other source of funding. Therefore, State and local governments must take reasonable steps to prevent such an occurrence, and verify that insurance coverage or any other source of funding does not exist for

PPDR work and the demolition of private structures. Typically, the rights-of-entries used for PPDR and demolition of private structure have a clause that states that a private property owner will re-pay an applicant the amount of insurance proceeds received for any PPDR or demolition work performed. The right-of-entry form being used by the applicant may also include space for the private property owner to list insurance information (policy number) for verification purposes.

When PPDR and demolition of private structures is covered by an insurance policy, the insurance proceeds must be used as the first source of funding. Public Assistance grant funding may be eligible for the remainder of the cost of the eligible work after insurance proceeds are recouped from the property owner. If it is discovered that a duplication of benefits has occurred, FEMA will de-obligate funds from the Grantee in the amount that such assistance duplicates funding the property owners received from other sources.

PART II – DEBRIS MANAGEMENT PLANNING CONCEPTS

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Part II – Debris Management Planning Concepts

Introduction

Applicants are encouraged to review their community's vulnerability to a disaster and to consider their response and recovery activities, specifically in handling debris issues.

Debris removal operations can be time-consuming and costly. Over the last five years, debris removal operations accounted for approximately 27 percent of the disaster recovery costs. FEMA urges applicants to develop a debris management plan that considers large-scale debris removal and disposal operations. By developing a debris management plan, communities will be better prepared to address disaster-related debris in a time-efficient manner, expediting the recovery process. Additionally, a sound and properly executed debris management plan may better position an applicant for Public Assistance grant assistance.

Part II, Debris Management Planning Concepts, provides applicants with guidance in planning, organizing, mobilizing, and controlling a debris removal and disposal operation. Chapter 5, *Applicant Roles and Responsibilities*, outlines the staff who will develop a debris management plan. The remaining chapters of Part II describe the major elements of a debris management plan, the considerations applicants need to address, and information that may be required for Public Assistance grant assistance consideration.

Helpful tools within these chapters include the "Questions to Consider" and "To Do Checklist" at the end of the chapters. The "Questions to Consider" are intended to assist the planning team in applying the information within each chapter to the specific needs of their jurisdiction. The "To Do Checklist" is provided as a reminder of important issues and considerations to include within the debris management plan.

It is important to note that all or portions of Part II may be used depending on the size of the debris removal operation. The "Questions to Consider" at the end of each chapter may be used to help determine if a specific debris planning element is applicable for the specific jurisdiction.

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Chapter 5 – Applicant Roles and Responsibilities

Chapter Highlights

Debris Management Staff Organization and Structure
Debris Management Staff Responsibilities
- Debris Project Manager
- Debris Management Planning Sections

Questions to Consider
To Do Checklist

The success of a debris management plan is dependent upon the commitment of an applicant to researching, planning, implementing, and evaluating the plan effectively and efficiently. Proper planning by management and employee training provides an applicant with a foundation for a quick and successful recovery.

The following text discusses the personnel that are necessary to plan and develop the debris management plan. A sample outline for a debris management plan is supplied for use and reference in Appendix A, *Debris Management Plan Outline*. During a disaster event, the same staff members would be expected to implement the plan. The organization of departments and management staff may vary between applicants, but roles and tasks do not change.

Debris Management Staff Organization and Structure

The size and composition of a staff organized to manage debris clearance, removal, and disposal issues depends on the magnitude of the disaster and the size of the jurisdiction. A pre-disaster debris planning staff may be quite small; however, following a major disaster, additional staff members may be required.

Successful debris operations require collaborative efforts between departments within the applicant and with specific external agencies that have regulatory authority over debris operations. It is essential that prospective staff members have as much training as possible and interface with other agencies responsible for debris clearance, removal, and disposal activities, such as the National Guard, the State department of transportation, the State police, and the State emergency management office, prior to any event.

To implement debris operations quickly, it is important for emergency response and recovery personnel to have a clear understanding of how their normal job responsibilities and functions apply to debris operations. The applicant's debris planning staff should be comprised of full-time personnel supplemented with personnel from other staffs and agencies. The planning process should include a review of individual departmental functions and responsibilities for implementing debris operations.

Immediately following a disaster event, the planning process should establish a disaster debris management team, which convenes as a working group to facilitate successful coordination following a disaster event. Team members should consist of personnel from departments within the applicant and representatives from external agencies, such as regional waste management, joint power authorities, sanitation districts, State and Federal environmental offices, and other agencies which have shared responsibilities for solid waste issues. Each member of the team is responsible for implementing debris operations in accordance with the planned goals and objectives, and in compliance with Federal, State, and local laws.

Debris Management Staff Responsibilities

No two jurisdictions have the same department or section designations; therefore, this document refers to each department or section according to its function rather than a specific department designation. The following discussion gives the function of each department and a brief description of the tasks each performs in developing the debris management plan

Each department is responsible for specific elements of the debris management plan. Those general duties are explained in the remainder of this chapter. Department responsibilities often overlap, making coordination and communication critical to the success of the debris management plan. In many instances, a particular department is involved in numerous elements of the debris management plan.

These overlapping responsibilities illustrate the need for one primary coordinator or Debris Project Manager. The Debris Project Manager's role and responsibilities are paramount in coordinating efforts and ensuring communication between planning and implementation sections.

Debris Project Manager

The primary decision maker is the Debris Project Manager. The Debris Project Manager should be knowledgeable of the applicant's processes, procedures, personnel, resources, and limitations. It is important for the Debris Project Manager to keep communication and coordination efforts between departments a priority.

The Debris Project Manager has overall responsibility for the operations, planning, logistics, and cost of the debris management operations. The Debris Project Manager assigns tasks to team members and tracks the completion of tasks to ensure quick implementation of the debris removal operations.

Debris Management Planning Sections

Administration

The Administration department typically includes the finance, personnel, and public information sections within a governing body. It is important for this department to establish a records management system in order to collect and keep all the documentation that may be required for the Public Assistance grants. Documentation may include, but is not limited to:

- Personnel policies.
- Labor and equipment timesheets and summaries.
- Safety procedures.
- Contract procurement procedures.
- Contracts.
- Billing and invoices, including debris hauler load tickets.
- Environmental permits.
- Right of entry and hold harmless agreements for private property debris removal and demolition, when applicable.
- Public information announcements.
- Debris salvage value information.

The finance section is usually responsible for developing an emergency response and recovery budget, tracking expenses, and ensuring funds are available for personnel, equipment, supplies, and contract service costs.

The Administration department should include a public information officer to distribute information and educate citizens about the debris operations. Planning components of the public information strategy should include the use of various types of information vehicles (print, radio, internet, etc.) and the pre-scripted information that will be distributed concerning topics such as:

- Debris pick-up schedules.
- Disposal methods and ongoing actions to comply with Federal, State, and local environmental regulations.
- Disposal procedures for self-help and independent contractors.
- Restrictions and penalties for creating illegal dumps.

- Curbside debris segregation instructions.
- Public drop-off locations for all debris types.
- Process for answering the public's questions concerning debris removal.

Chapter 14, *Public Information Strategy* further discusses the types of information and how it may be distributed.

Contracting and Procurement

The primary role of the Contracting and Procurement department is to have debris contracts in draft form ready for advertisement or have pre-qualified contractors in place prior to the event. This portion of the plan needs to be updated as the jurisdiction's procurement procedures and contracts may expire and change over time. Contracting and Procurement planning includes the following tasks:

- Develop contract requirements.
- Establish contractor qualifications.
- Distribute instructions to bidders.
- Advertise bids.
- Establish a pre-disaster list of pre-qualified contractors.
- Manage the contract scope of work.
- Establish a post-disaster contracting procedure if necessary.

Legal

The applicant's Legal staff leads the review process for all legal matters in the debris management planning process. In addition to advising the debris management planning staff, the following tasks should also be performed by the legal department:

- Review all contracts.
- Review and/or establish a land acquisition process for temporary debris management sites.
- Review all insurance policies.
- Ensure environmental and historic preservation compliance before, during, and after operations.
- Ensure that site restoration and closure requirements are fulfilled.
- Review and/or establish a building condemnation processes.

- Review and/or establish a legal process for private property demolition and debris removal.
- Review right-of-entry and hold harmless agreements.

Operations

The Operations staff is responsible for the supervision of government and contract resources and overall project implementation. The Operations department is responsible for implementing the entire debris removal operation. Planning tasks include:

- Position equipment and resources for the response and recovery debris removal operations.
- Develop staff schedules and strategies.
- Provide communication, facilities, services, equipment, and materials to support the response and recovery activities.
- Monitor and direct force account and contract labor.
- Distribute response and recovery resources.
- Operate and manage the collection, debris management site, and disposal strategies.
- Create a demolition strategy for structures, if necessary.
- Report progress for distribution to the debris management planning staff.

Engineering/Planning

The Engineering staff supports all other debris management sections in a technical role. The Engineering department provides debris quantity assumptions, economic analysis, and feasible solutions for the debris operations. The following are tasks that may be completed by the Engineering staff:

- Forecast debris volume based on assumed disaster type.
- Develop an estimating strategy for post-disaster debris quantities.
- Strategize and map debris haul routes.
- Select debris management sites and design the site layout.
- Determine reduction and recycling means and methods.
- Identify and coordinate environmental issues.
- Assess available landfill space and determine if additional space is needed.
- Develop the debris collection strategy.
- Write contract scopes of work, conditions, and specifications.

- Coordinate with other local and State jurisdictions for road clearance and operations.
- Establish a process for building damage assessment and condemnation (including public and private properties).
- Issue permits.



Questions to Consider

1. What departments within your agency are responsible for:

   - Debris removal?
   - Solid waste removal?
   - Demolition?
   - Public information?
   - Contract services?

2. What departments within your agency should participate in the development of a debris management plan?

3. Who will be the Debris Project Manager for your jurisdiction?

4. What staff positions within your agency or department should be designated to coordinate State and Federal assistance for debris management activities?

5. What local ordinances that have been adopted in your community apply to debris management activities?

6. What Federal and State environmental regulations apply to debris removal activities?

7. Which staff member will be responsible for coordinating efforts with FEMA and the State during a Presidentially declared disaster?

To Do Checklist

1 Assign management personnel to a debris management team for planning and implementation of the debris management plan. Assignments include management and planners for:

- Administration
- Contracting/Procurement
- Legal
- Operations
- Engineering/Planning

2. Establish an organization chart with names and contact numbers for distribution to the planning staff.

3. Assign a primary coordinator, and additional staff if necessary, to coordinate State and Federal assistance for debris management activities.

4. Assemble any local ordinances that have been adopted in the jurisdiction that apply to debris management activities.

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Chapter 6 – Debris Forecasting for a Design Event

Chapter Highlights

Design Disaster Event
Disaster Characteristics
Land Use and Geography
Forecasting Methods
- Buildings
- Vegetation
- Volume – Weight Conversion Factors
- Other Forecasting Methods

Questions to Consider
To Do Checklist

Please see Chapter 1, *Public Assistance Debris Removal Eligibility*, and Chapter 3, *Debris Removal from Public Property*, for eligibility issues to consider in developing the debris management plan.

Quantifying the amount of debris after the disaster is known as "estimating." Predicting the amount and type of debris prior to a disaster event is known as "forecasting."

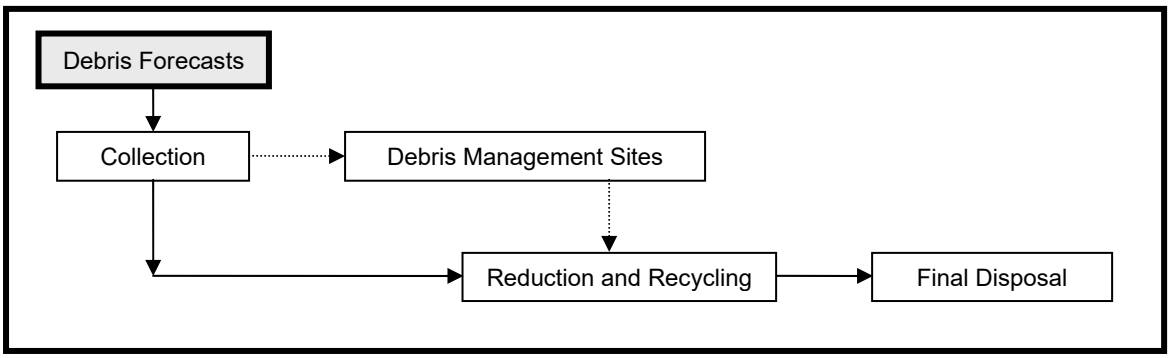


Figure 6.1 – Debris Management Forecasting Component

Forecasting the type and quantity of debris begins the debris planning process. By forecasting the type and quantity of debris, the planning staff can better define the scope of work of the debris management operations. Debris forecasts can be used to determine the required response and recovery resources, the number and size of storage and reduction sites, and the final disposition of the disaster-related debris.

Staff can reasonably forecast debris by becoming familiar with the impacts that result from various types of disasters. Realistic debris forecasts depend on the type and size of disaster an applicant anticipates their community will encounter.

Design Disaster Event

The type of disaster and the debris that is generated may be similar for an entire region of the country, but the size and extent of the affected areas is specific to an applicant's jurisdiction. The more information gathered during the planning process, the more realistic the projected debris quantities will be for future disasters. For planning purposes, an applicant should consider a "design event" to calculate and forecast the amount of debris that will be generated. Planning staff needs to determine the size and extent of a potential disaster.

Historical data is most often used to determine the design event for hurricanes, tornadoes, ice storms, wildfires, and floods. The design disaster event must be within reason and take into account historic events and any additional altered criteria that may affect the disaster scenario. For example, a flood event may not impact as many single-family homes as a previous event, due to a change in a river channel or revised zoning laws that prohibit building in a flood-prone area.

Earthquake design events should be analyzed for reasonableness and practicality. For instance, an applicant may only need to plan with the assumption that a portion of its structures will be damaged or destroyed during a disaster event, rather than all of its structures, if more stringent seismic building codes and better construction practices have been adopted since a previous event of the same nature.

Terrorist events have limited historical data; information from natural disasters and/or analyzing vulnerabilities of a particular applicant's jurisdiction may provide useful insight into the challenges an applicant could anticipate.

Disaster Characteristics

The following are general descriptions of natural and manmade disasters and the associated debris that each generates.

Hurricanes and Typhoons

The terms "hurricane" and "typhoon" are two regional names for the same phenomenon. The damaging forces of hurricanes and tropical storms include high velocity winds (up to 150 miles per hour or higher in gusts), storm surge, and wave action. The most severe damage frequently occurs in the shore lands adjacent to the ocean. The resultant debris consists primarily of vegetative matter, construction materials from damaged or destroyed structures, personal property, marine vessels, and sediment. The greatest concentration of debris is located along the shoreline. Flooding and tornadoes spawned by hurricanes can cause damage and leave extensive amounts of natural and manmade debris far inland.

It is important to consider the mix of debris that may be generated, though there is no standard composition data that can be applied for all hurricanes. For example, the composition of debris from Hurricane Andrew (1992) in Florida was generally 30 percent clean, woody debris and 70 percent construction and demolition debris. After Hurricane Fran (1996) in North Carolina, the mix was exactly the opposite. Considering the land-use types and existing infrastructure (types of structures) will assist in making forecasts for planning purposes.

Tsunamis

A tsunami is a wave train, or series of waves, generated in a body of water by an impulsive disturbance that vertically displaces the water. Earthquakes, landslides, volcanic eruptions, explosions, and even the impact of cosmic bodies, such as meteorites, can generate tsunamis. Tsunamis can savagely attack coastlines, causing devastating property damage and loss of life. They are capable of inundating and flooding areas hundreds of yards inland past the typical high water level. The fast-moving water associated with the inundating tsunami can crush homes and other coastal structures. Debris from tsunamis may consist of construction and demolition debris, vegetative debris, dead mammals, fish, and other marine forms. Tsunamis can be very deadly, and a community could expect to have a high loss of life.

Tornadoes

Damage from tornadoes is caused by high-velocity rotating winds. The severity of the damage depends on the velocity of the tornado funnel and the length of time the funnel is on the ground. Damage is generally confined to a narrow path, which can be up to one-half mile wide and from 100 yards to several miles long. Tornado debris consists primarily of vegetative debris, construction materials from damaged or destroyed structures, and personal property.

Floods

Severe rainstorms, hurricanes, tsunamis, or reservoir failure can cause flooding. Damage to structures from flooding is caused either by inundation or high-velocity water flow. Structural damage is usually limited to the floodway and the floodplain area immediately adjacent to the waterway. Heavy structural damage may result from high-velocity waters in mountainous areas or failure of a flood control project, such as a dam or levee. Flood debris may consist of sediment, wreckage, personal property, and sometimes hazardous materials deposited on public and private property. Additionally, heavy rains and floods may produce landslides; in such cases, debris consists primarily of soil, gravel, rock, and some construction materials.

Earthquakes

Seismic forces along fault lines generate shock waves that cause ground shaking, surface ruptures, liquefaction, landslides, mudflows, and earth cracking. Damage may be localized at the epicenter or widespread across adjoining areas. Secondary effects of earthquakes such as aftershocks, fires, explosions, and landslides cause further damage. Debris from an earthquake generally consists of damaged personal property, structural building materials, charred material, concrete, and asphalt.

Fires

Wildfires or urban fires can destroy or partially damage building structures, vehicles, public infrastructure, and vegetation. The loss of vegetative growth on hillsides may result in mudslides and subsequently cause further structural damage. Debris from fires consists of burnt personal property, burnt metals, charred wood, ash, asbestos, and other hazardous wastes.

Ice Storms or Snowstorms

Debris from ice storms or snowstorms consists of significant amounts of vegetative debris and overhead utility service components.

Acts of Terrorism

Terrorism includes the unlawful use of force and violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives. Since terrorism is regarded as a criminal act, it involves coordination with law enforcement authorities, the coroner's office, and health officials before debris is handled or disposed.

Debris generated as a result of an act of terrorism is highly variable in both quantity and type, depending upon the specific means utilized by the terrorists. An act of terrorism could generate little to no debris at all, or could result in large quantities of multiple types of debris, potentially requiring highly specialized personnel, procedures, and equipment for its removal and disposal.

Disaster Debris Streams

Typically, disasters generate a mix of different types of debris. Figure 6.2 summarizes the typical types of debris for each type of disaster.

		Typical Debris Streams								
		Vegetative	Construction & Demolition (C&D)	Personal Property/ Household Items	Hazardous Waste	Household Hazardous Waste (HHW)	White Goods	Soil, Mud and Sand	Vehicles and Vessels	Putrescent
Types of Disasters	Hurricanes / Typhoons	X	X	X	X	X	X	X	X	X
	Tsunamis	X	X	X	X	X	X	X	X	X
	Tornadoes	X	X	X	X	X	X		X	X
	Floods	X	X	X	X	X	X	X	X	X
	Earthquakes		X	X		X	X	X		
	Wildfires	X		X		X	X	X		
	Ice Storms	X				X				

Figure 6.2 – Typical Debris Streams for Different Types of Disasters

Different handling and disposal methods are required for particular debris types and impact the scope of work of the debris management plan. Managing debris containing hazardous, household hazardous, medical, and infectious materials requires various specialized handling and disposal methods. Planning Staff should consider the proper handling and disposal methods for each type of debris that could be generated during each design disaster event when preparing debris management plans. Refer to Chapter 3, *Debris Removal from Public Property*, for discussion on typical debris streams.

Land Use and Geography

The planning staff should take into consideration land use, terrain, and accessibility of areas located within the applicant's geographic boundaries to determine the types of debris that will be generated and to establish effective debris collection programs.

Understanding the local land use provides information as to the types of debris that will be generated and offers insight as to the type of handling that would be necessary to safely manage the debris. For example, rural areas may have more vegetative debris; whereas, urban residential areas may have more construction and demolition debris. Industrial parks may have

special environmental concerns compared to park areas. Planning staff may find it useful to divide the jurisdiction into sectors in order to keep the forecasting manageable.

Evaluating accessibility and terrain of various locations within a jurisdiction is critical to determining the types of debris collection programs that should be undertaken. Remote areas may require the planners to safely store the debris until accessibility is established. Usually, finding debris contractors, recyclers, or disposal facilities in remote areas is a challenge. To promote expedient recovery efforts, planners should identify and maintain lists of available debris contractors, recyclers, and disposal facilities.

Forecasting Methods

After the disaster parameters and geographic extent is established, specific debris volumes can be quantified by using historical information or forecasting models.

Historical records provide a basis for forecasting disaster-generated debris and can be used for planning purposes. Previous contracts for debris removal, recycling activities, volume-reduction processing, and landfill disposal records should be reviewed thoroughly to determine the quantity of disaster debris that was generated for a particular disaster event.

If previous disaster data is not available, assumptions may be made from neighboring jurisdictions' experience, or from USACE modeling. USACE emergency management staff has developed a modeling methodology designed to forecast potential amounts of hurricane-generated debris. Based on data from Hurricanes Frederic (1979), Hugo (1989) and Andrew (1992), the methodology has a predicted accuracy of plus/minus 30 percent. USACE mathematical modeling forecasts the quantity of debris specifically generated by hurricanes and is available in Appendix B, *USACE Hurricane Debris Estimating Model*.

Buildings

Several basic techniques have been established to forecast destroyed building debris quantities. These techniques can be used to forecast debris quantities prior to an event or estimate quantities after a disaster.

Residential buildings

A formula for estimating the debris quantities from a demolished single-family home and associated debris is:

L′ x W′ x S x 0.20 x VCM =___ cubic yards of debris (cy)

Where:

L = length of building in feet
W = width of building in feet
S = height of building expressed in stories
VCM = Vegetative Cover Multiplier

The vegetative cover multiplier is a measure of the amount of debris within a subdivision or neighborhood. The descriptions and multipliers are described as:

- **Light** (1.1 multiplier) includes new home developments where more ground is visible than trees. These areas will have sparse canopy cover.
- **Medium** (1.3 multiplier) generally has a uniform pattern of open space and tree canopy cover. This is the most common description for vegetative cover.
- **Heavy** (1.5 multiplier) is found in mature neighborhoods and woodlots where the ground or houses cannot be seen due to the tree canopy cover.

The table below can be used to forecast debris quantities for totally destroyed single-family, single-story homes in the applicable vegetative cover category.

Typical House (square feet)	Vegetative Cover Multiplier			
	None	Light (1.1)	Medium (1.3)	Heavy (1.5)
1000 sf	200 cy	220 cy	260 cy	300 cy
1200 sf	240 cy	264 cy	312 cy	360 cy
1400 sf	280 cy	308 cy	364 cy	420 cy
1600 sf	320 cy	352 cy	416 cy	480 cy
1800 sf	360 cy	396 cy	468 cy	540 cy
2000 sf	400 cy	440 cy	520 cy	600 cy
2200 sf	440 cy	484 cy	572 cy	660 cy
2400 sf	480 cy	528 cy	624 cy	720 cy
2600 sf	520 cy	572 cy	676 cy	780 cy

Figure 6.3 – Debris Forecasting Table for Totally Destroyed Homes

The amount of personal property within an average flooded single-family home has been found to be:

- 25-30 cy for homes without a basement
- 45-50 cy for homes with a basement

Mobile homes have less wasted space due to their construction and use. The walls are narrower, and the units contain more storage space. Therefore, the typical mobile home generates more debris by volume than a single-family home. Historically, the volume of debris from mobile homes has been found to be:

- 290 cy of debris for a single-wide mobile home
- 415 cy of debris for a double-wide mobile home

Outbuildings

All other building volumes may be calculated by using the following formula:

$$\frac{L' \times W' \times H' \times 0.33}{27} = ___ \text{ cubic yards of debris}$$

Where:

L = length of building in feet
W = width of building in feet
H = height of building expressed in feet
0.33 is a constant to account for the "air space" in the building
27 is the conversion factor from cubic feet to cubic yards

Vegetation

Vegetation is the most difficult to estimate due to the random sizes and shapes of trees and shrubbery. Based on historical events, USACE has established a few rules of thumb in forecasting and estimating vegetative debris.

- Treat debris piles as a cube, not a cone, when estimating
- 15 trees, 8 inches in diameter = 40 cy (average)
- One acre of debris, 3.33 yards high = 16,117 cy

Volume – Weight Conversion Factors

These factors to convert woody debris from cubic yards to tons are considered reasonable and were developed by USACE.

Softwoods	6 cubic yards = 1 ton
Hardwoods	4 cubic yards = 1 ton
Mixed debris	4 cubic yards = 1 ton
C&D	2 cubic yards = 1 ton

To verify these conversion factors in the field, several truckloads may be tested. Trucks should be well loaded, contain woody debris typical of that being removed, and truck capacities should be verified. It is recommended that testing be performed with all affected parties present.

Other Forecasting Methods

Remote Sensing

The use of remote sensing information (aerial photographs, satellite data, etc.), either alone or in combination with field surveys, may be of significant use in forecasting the amount, mix, and extent of debris. Geographic Information System (GIS) maps should be considered early in the planning process. Depending upon the area, it is usually possible to quickly obtain GIS maps of landfills, Superfund sites, transportation routes, etc. As data on debris is obtained, plotting it on GIS maps should be considered.

Forecasting Models in Development

The private sector is currently developing other debris estimating models for tornadoes and hurricanes. These models are based on GIS or phone book data and on the USACE model. The Federal government and private industry are also working on a model to determine earthquake debris. The model takes into consideration various characteristics of an earthquake to anticipate the quantity of debris that could be generated by an earthquake.

Other debris forecasting methodologies and computer models may be available through other private vendors or other public sources.

Note that FEMA does not specifically endorse a particular product; however, such products may assist in forecasting disaster-generated debris and may be utilized for planning purposes.



Questions to Consider

1. Describe the types of disasters and debris streams that place your jurisdiction at risk.

2. Historically, what type of disaster generated:

   - The most amount of debris (quantity)?
   - The most varied types of debris?

3. Who will be responsible for:

   - Forecasting the debris quantities prior to the disaster?
   - Estimating the post-disaster debris quantities?

To Do Checklist

1. Establish a design disaster event. This may be based on historical events.

2. Forecast the type and quantity of debris for the design event. This can be based on historical data, recent neighboring community damage, or modeling methods.

3. Consider jurisdictional geography when forecasting and divide the jurisdiction into sectors if necessary.

Chapter 7 – Debris Collection Strategy

Chapter Highlights

Developing a Collection Strategy
- Response Operations
- Recovery Operations

Types of Collection Methods
- Curbside Collection
- Collection Centers

Collecting Hazardous Waste and White Goods
- Household Hazardous Waste
- White Goods

Questions to Consider

To Do Checklist

Please see Chapter 1, *Public Assistance Debris Removal Eligibility* and Chapter 4, *Private Property Debris Removal and Demolition of Private Structures*, for eligibility issues to consider in developing the debris management plan.

The next step after determining the design event and debris forecasting is to develop a debris collection strategy.

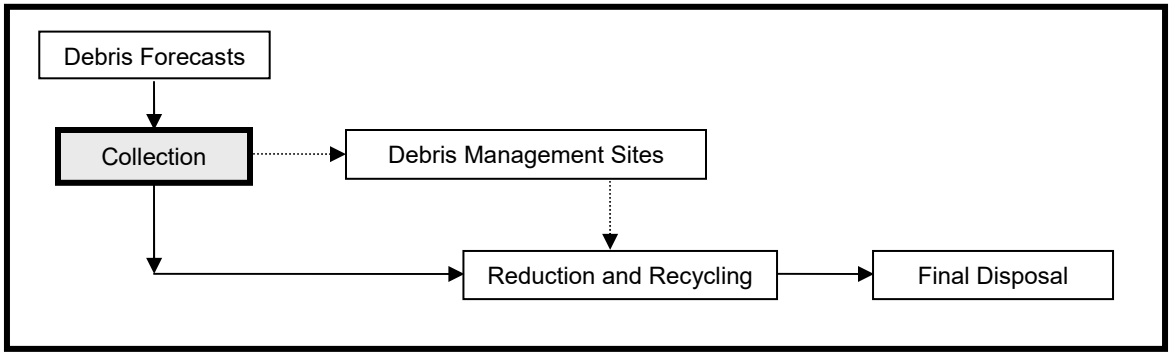


Figure 7.1 – Debris Collection Component

Collection operations are normally broken into two phases: response and recovery. An efficient debris management plan includes collection activities for response and recovery debris strategies. Response occurs sometimes during and always immediately after an event in order to clear emergency access routes. The recovery operation usually begins after the emergency access routes are cleared and the residents return to their homes and begin to bring debris to the public rights-of-way.

Developing a Collection Strategy

To develop a strategy, the planning staff must consider several variables, which include:

- Amount and type of forecasted debris
- Employee labor resources
- Available equipment
- Urgency of the debris operations
- Damage to priority infrastructure
- Limitations of forces and skills for specialized debris issues

Response Operations

Debris removal activities during the response phase include immediate actions for the removal of debris to facilitate search and rescue efforts, to allow access to critical facilities, and to prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event.

Applicants often use their own labor force and equipment to remove debris during this phase. In circumstances when the existing labor force is not sufficient, or when specialized services are required, applicants may supplement their work efforts by activating mutual aid agreements or by awarding short-term debris removal contracts for specific work.

Response operations primarily focus on the emergency access routes and main arterials. The planning staff should identify which roads and streets are essential to emergency operations so they can manage and direct local resources. The planning staff should identify and target areas for possible State and mutual aid assistance to augment their efforts.

Prior to and immediately following the event, extricating people and providing access to health care facilities are the top priorities; therefore, the major arterial routes are given priority for the emergency services staff such as police, fire, and ambulance service. Emergency operations infrastructure, such as the emergency operations center and supply distribution centers, normally are the next priority.

Other infrastructure, such as water, wastewater, and utilities, is typically given the third priority. Priorities for all other routes are established by the applicant based on its particular situation. The following is an example priority list:

1. Fire, police, and ambulance service routes
2. Access routes to trauma centers, hospitals, critical care units, and jails
3. Major arterial routes
4. Roads and streets to the debris management center and emergency operations center
5. Supply routes to emergency supply distribution centers

6. Roads and streets to government facilities
7. Communication towers and systems access
8. Utility access routes
9. Routes to shelters

Maps showing specific streets, roads, buildings, hospitals, and addresses, along with specific labor assignments are necessary for emergency staff to understand their roles. All other roads and streets are normally cleared once the emergency and major access routes are opened and the jurisdiction transitions to the recovery operations.

Recovery Operations

The recovery phase focuses on collecting the remaining debris, reducing or recycling, and final disposal. Development and management of a debris management site is considered a recovery activity as well. Depending on the quantity and the complexity of the debris removal actions, debris removal activities could continue for several months. Applicants can use a combination of force account and contractor services for debris removal activities during this phase.

Types of Collection Methods

The fundamental component of a disaster debris management strategy is the collection of debris. The public expects to have debris removed from neighborhoods immediately after a disaster event. The implementation of disaster debris collection immediately after the disaster event assures the public that recovery efforts are in progress and that the community will return to normal quickly. Developing an approach to collect debris during the planning process will assist applicants to begin collecting debris immediately following a disaster event.

The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers.

The planning staff may tailor the collection operation using curbside collection, collection centers, or a combination of both depending on the specific jurisdiction, quantities, and types of debris.

Curbside Collection

Curbside collection parallels an applicant's normal garbage and trash collection operations. Debris is placed at the curb or public rights-of-way by the residents for the applicant's collection. The only difference between the subcategories discussed below is the separation of the types of debris at the point of collection.

Mixed Debris Collection

Collecting mixed debris by the applicant allows for residents to place all debris types in one specified area, usually along the public right-of-way in front of their residence. While this is the most convenient for the public, it does not facilitate effective recycling and reduction efforts, as the debris will need to be handled multiple times. Therefore, this method prolongs recycling and reduction efforts and increases operational costs.

Source-Segregated Debris Collection

Residents are directed to sort the debris by material type and place it at the curb in separate piles. Trucks designated for a particular debris type collect the assigned debris and deliver it to a temporary staging area, or debris management site, reduction, recycling, or disposal facility. The disadvantage of this method is that it requires more trucks to collect the different types of debris; however, this increased equipment cost may be offset by avoiding the labor cost and time to separate the debris by hand. Source-segregated debris collection offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods. Both types of debris are discussed at the end of the Collection Methods section.

Collection Centers

The second type of collection method is to have the residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for the residents to bring their debris for collection. This is well suited for rural, sparsely populated areas or logistically difficult conditions (i.e., hilly neighborhoods) where curbside collection is not practical. Separate bins can be designated for particular types of debris. The associated costs are generally low since the public essentially accomplishes the material collection and separation themselves.

The planning staff should assign employees to manage the development of the site and oversee the operations of the collection center. The planning staff needs to design the circulation for proper ingress, egress, and collection bin exchanges. Employees need to be stationed at the centers during the collection period in order to have empty bins brought in when the current ones are full, to ensure that debris materials are placed in the correct bins, and to ensure a collection center does not become a dumping ground for non-disaster-related debris.

The planning staff's legal counsel should investigate the liability issues that the site may present, especially if debris is being brought in and handled by the jurisdiction's residents.

Collecting Hazardous Waste and White Goods

The two most common types of debris that will need special handling are hazardous waste and white goods. Regardless of which collection method is used, the planning staff needs to understand the effects this collection can have on the overall debris clearance, removal, and disposal mission.

Household Hazardous Waste

HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods such as storage in a particular part of a landfill. Typically, the landfill requires special liners and a more intense permit standard due to the hazardous waste. The disposal cost of HHW is generally higher than the disposal of other waste; therefore, the overall cost of debris disposal can escalate quickly if the HHW collection and disposal is not planned and executed with care.

Local governments, in coordination with the State and county, often host HHW collection center events, or "round-ups," several times during the year. The round-ups are planned scheduled events for residents to legally dispose of unused HHW. The applicants should host a HHW round-up following a disaster event, in order to avoid the commingling of the hazardous waste with other disaster-related debris. This limits the amount of contaminated waste, thereby reducing the overall disposal cost of the debris.

Pre-disaster planning should include training for hazardous waste response teams to collect, sort, store, and dispose of excessive quantities of HHW. The planning staff may consider having emergency hazardous waste removal/disposal contracts in place or pre-qualifying contractors to perform the work. The planning staff may prepare generic scopes of work that can be fine tuned with minimal effort, in order to begin recovery operations as soon as possible.

White Goods

The planning staff needs to take special care in finding certified recycling centers that are permitted to take white goods. Refrigerants and other machine fluids are normally regulated by the State environmental agency and can only be reclaimed by certified technicians and disposed of at a permitted facility. To avoid releases of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerants or oils.

Having contracts or agreements in place prior to a disaster expedites the recovery efforts.

Recycling scrap metals and parts from white goods presents an opportunity for applicants to offset the collection and disposal costs. This also reduces the amount of waste going to a landfill.

The State environmental office and EPA provide first response functions in cases of commercial, agricultural, industrial, and toxic waste spills. The debris management plan should include the contact information for both parties in case of a large contamination issue.



Questions to Consider

1. What facilities will be critical for establishing clearance or removal priorities in the debris management plan?
   - Emergency (police, fire, hospitals)
   - Utilities (electrical, water, sewer, communications)
   - Other

2. Who will conduct response and recovery activities? Force account labor? Contractors?

3. How will debris be collected throughout the jurisdiction?

4. How will the collection activities handle HHW and white goods?

5. Have the necessary environmental controls for hazardous waste been designed for the collection centers, such as liners and berms?

6. Have the appropriate State and local regulatory agencies been involved in the selection of collection center sites, to ensure they are not placed in environmentally sensitive areas?

To Do Checklist

1. Establish priorities for debris clearance and removal during response and recovery operations.

2. Identify which collection method best suits the jurisdiction.

3. If collection centers are used:

   a. Identify appropriate locations for collection centers
   b. Identify if hazardous waste or HHW will be collected
   c. Identify how the collection centers will be monitored
   d. Identify how long the collection centers will be in place

4. If using curbside collection, identify the work force that will collect the debris:

   a. If Force account, assignments for:
      - Labor
      - Equipment
      - Sector or section of the applicant's jurisdiction

   b. If Contractors, assignments for:
      - Labor
      - Equipment
      - Sector or section of the applicant's jurisdiction
      - Monitor assignments for contractor activities

5. Establish a process for handling HHW and white goods.

6. Train staff and emphasize the need for documenting key debris eligibility requirements for Public Assistance grant consideration:
   a. Hours worked
   b. Hours the equipment was operating
   c. Location of work performed
   d. Amount of debris removed
   e. Type of debris

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Chapter 8 – Debris Management Sites

Chapter Highlights

Advantages and Disadvantages
Identifying Debris Management Sites
- Ownership
- Size
- Location
- Environmental and Historic Preservation Concerns

Baseline Data Collection
Environmental Monitoring Program
Permits
Establishment and Operations Planning
- Site Design
- Site Management
- Site Closure

Questions to Consider
To Do Checklist

Please see Chapter 1, *Public Assistance Debris Removal Eligibility*, for eligibility issues to consider in developing the debris management plan.

Debris Management Sites (DMS) are established when applicants are unable to take debris directly from the collection point to the final disposition location.

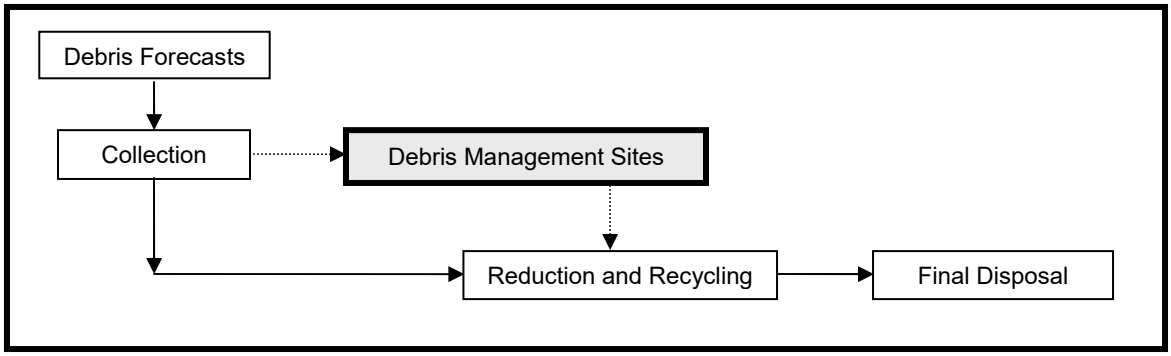


Figure 8.1 – Debris Management Site Component

A DMS is a location for applicants to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition. It is frequently used to increase the operational flexibility when landfill space is limited or when the landfill is not in close proximity to the debris removal area.

By employing a DMS, the debris can be collected from the rights-of-way and public properties in order to expedite permanent recovery operations. Locations for temporary debris storage and processing facilities should be identified during the planning process, and a listing of the locations should be included in the debris management plan.

Advantages and Disadvantages

The advantages and disadvantages of a DMS are:

Advantages:

- Flexibility of operations. The DMS may also include a collection center for the public's use.
- Facilitation of recycling and reduction of debris. Specific reduction, recycling, or segregation needs can be designed into the site.
- Expedition of debris collection. Having a site for temporary storage and reduction allows time for local landfill site preparation before final disposal. The DMS may also be established at a location central to the disaster event, thereby reducing travel time from the disaster area to the disposal site.

Disadvantages:

- Additional cost to handle the debris twice. Once to the DMS and the second time to final disposition.
- If applicant-owned land is not available, leasing land is expensive.
- Additional costs for proper planning, engineering, and permitting.
- Considerable time and effort required to complete environmental and historic preservation compliance reviews prior to establishing the site.
- Environmental review and potentially extensive site cleanup may be necessary to properly close the site.
- DMS requires dedicated site management and staff for efficient operations, safety, and documentation considerations.

Identifying Debris Management Sites

Identifying potential sites before a major natural disaster expedites debris removal and subsequent volume reduction and disposal actions. The designated Debris Project Manager and staff should work closely with other local, tribal, and State officials to develop and maintain

current listings of potential debris storage and reduction sites in areas prone to natural disasters. Site selection should be based on the following criteria:

- Ownership
- Size
- Location
- Environmental and historic concerns (baseline study findings)

Ownership

The planning staff should consider public lands first in order to avoid costly land leases. Existing disposal or recycling facilities that are in close proximity to the disaster area are ideal locations for DMS. Nearby landfill and recycling center capacities need to be evaluated for site feasibility. Applicant-owned sites that will not require extensive repair costs, such as parks, vacant lots, or sports fields, should be considered as well. State-to-State or county-to-county agreements may present possible solutions for public land use.

When this is not possible, the planning staff should develop criteria for identifying potential private property locations for the DMS. Private land leases need to be reviewed by the legal staff in order to avoid extensive damage claims upon site closeout.

Land Lease Agreements

The duration of the land lease agreement should be inclusive of all the time the applicant will be present at the site, beginning with the baseline environmental study and ending once the property owner takes back legal ownership.

The agreement should include a requirement to conduct a baseline environmental evaluation of the site before the site is occupied and an environmental evaluation before returning the property back to the owner. Both documents may become an annex to the land lease agreement.

The land lease agreement should be for a specific time frame with the ability to extend the lease if debris removal and processing activities are not completed.

Size

The size of the site is dependant on the quantity of debris that is stored and processed. The site should be large enough to safely accommodate processing of various debris materials, storing heavy equipment, and maneuvering trucks and large processing equipment. Historic disasters have shown that it takes 100 acres of land to process one million cubic yards of debris. USACE has found that approximately 60 percent of the area will be used for roads, buffers, burn pits, HHW disposal areas, etc.

Location

The DMS should be established in an area that does not impede the flow of traffic along major transportation corridors, disrupt local business operations, or cause dangerous conditions in residential neighborhoods or schools. Whenever possible, avoid locating a DMS near residential areas, schools, churches, hospitals, and other such sensitive areas.

The DMS requires good ingress/egress to accommodate heavy truck traffic. The planning staff should consider adjusting traffic signals to accommodate projected truck traffic on critical haul routes. The DMS selection criteria should consider access to major routes to allow for trucks to transport material to final disposition locations.

The planning staff needs to consider public acceptability when selecting a potential DMS. It is largely dependent upon the activities planned for the site. Smoke from burning, around-the-clock light and noise from equipment operation, dust, and traffic are generally tolerated early in a disaster recovery operation, but may have to be curtailed later. The planning staff is strongly encouraged to notify citizens early about planned site activities and possible ramifications.

Environmental and Historic Preservation Concerns

When selecting public or private sites, pre-existing conditions should be considered because the sites will have to be restored upon site closeout. Proper management of the site allows the site to be closed with manageable efforts. For site closure reasons, planning staff should refrain from aggravating an existing environmental issue during the debris management operations.

Therefore, a DMS should not be established in an environmentally or historically sensitive area such as wetlands, critical animal and plant habitats, sole source aquifers, freshwater well fields, historic districts, or archeological sites. This applies specifically to any Superfund site or area within a 100-year floodplain. DMS selection criteria should also take into consideration any disproportionately high or adverse impacts on minority or low-income populations, in accordance with EO 12898. Adverse impacts should be avoided or minimized where possible. If an environmental or historic preservation concern is found during the baseline data collection process (described below), the potential site should be ranked lower than others. However, if use of such areas is unavoidable, the State and local environmental and historic preservation requirements must be followed. Compliance with environmental and historic preservation requirements is still required.

By conducting a baseline data collection study, the planning staff is able to further establish the feasibility of potential sites, document the existing site, and vet potential environmental issues. Data collection needs to be completed prior to establishing the site and continued throughout the operations. The final evaluation should include the same documentation in order to avoid disagreements on the condition of the site prior to the operations and the condition to which it was returned.

Baseline Data Collection

Baseline data collection is essential to documenting the condition of the land before it is used as a DMS. Private and public land used as a DMS needs to be returned to its original condition following the end of all debris operations. As soon as a potential site is selected, the designated Debris Project Manager and staff should work closely with local, tribal, and State officials to develop baseline data criteria. The following actions are suggested to document the baseline data on all sites:

1. **Videotape and/or Photograph the Site**. Thoroughly videotape and/or photograph (ground or aerial) each site before beginning any activities. Periodically update video and photographic documentation to track site evolution.

2. **Document Physical Features**. Note existing structures, fences, culverts, irrigation systems, and landscaping that can help evaluate possible damage claims made later.

3. **Investigation of Historic Significance**. Research the past use and ownership of the property to document any issues regarding the existence of historic structures or archeological sites. The SHPO may have information about the property.

4. **Sample Soil and Water**. Soil and groundwater samples should be collected prior to use of the site. Advance planning with community and State environmental agencies can establish requirements, chain of custody, acceptable sampling methods, certified laboratories, and testing parameters. If in-house assets are not available, the planning staff may consider establishing a contract with an environmental consulting firm that can respond rapidly. Planned HHW, ash, and fuel storage areas should be sampled prior to site setup.

Environmental Monitoring Program

As operations proceed additional data should be collected throughout the operations for closeout and quality assurance reasons. The data can be compared to the previously established information in order to determine any remediation that may be necessary.

1. **Sketch Site Operation Layout.** DMS operations may grow, shrink, or shift on the site. It is important to track reduction, hazardous waste collection, fuel, and equipment storage in order to sample soil and water for contaminants. Periodically map or sketch activity locations so that areas of concern can be pinpointed later for additional sampling and testing.

2. **Document Quality Assurance Issues**. Document operations that will have a bearing on site closeout, such as petroleum spills at fueling sites, hydraulic fluid spills at equipment breakdowns, installation of water wells for stock pile cooling or dust control, discovery of HHW, and commercial, agricultural, or industrial hazardous and toxic waste storage and disposal.

3. **Restoration of Site**. Final restoration of the landscape must be acceptable to the landowner, but within reasonable expectations. Therefore, plan the landscape restoration as early as possible, preferably incorporating provisions within the lease.

Permits

Environmental permits and land-use variances may be required to establish a temporary DMS. Several agencies may be involved in issuing permits and granting land-use approvals. The planning process should identify the potential permits that will be required to establish a facility. A listing of the permits should be part of the debris management plan and may include:

- Waste processing and recycling operations permit
- Temporary land-use permits
- Land-use variances
- Traffic circulation strategies
- Air quality permits
- Water quality permits
- Coastal commission land-use permits
- HHW permits
- Fire department permits

Establishment and Operations Planning

Site Design

The information gathered during the baseline data collection becomes important to the design of the site. Additional concerns, such as site operations and closure criteria, need to be taken into consideration when the site is designed. Many of these issues will be addressed in planning, but will be implemented after the debris-generating event occurs.

Site Preparation

The topography and soil/substrate conditions should be evaluated to determine the best site layout. When planning site preparation, the designer should consider ways to make site closure and restoration easier. For example, if the local soils are very thin, the topsoil can be scraped to bedrock and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be

re-spread to preserve the integrity of the tillable soils. Operations that modify the landscape, such as substrate compaction and over-excavation of soils when loading debris for final disposal, adversely affect landscape restoration.

Site Layout

The efficiency and the overall success of the DMS operations is determined by how the site is designed. Debris should be constantly flowing to incinerators and grinders, or recycled with the residue and mixed construction and demolition materials going to a landfill. Significant accumulation of debris should not be allowed to occur at temporary storage sites, due to environmental and safety concerns, such as the risk of fire. Moreover, permits for such sites usually impose maximum capacity restrictions. Additional debris management sites may be required if the actual debris quantities flowing into the site are greater than the site storage and processing capacity.



Figure 8.2 - DMS With Undesired Debris Accumulation

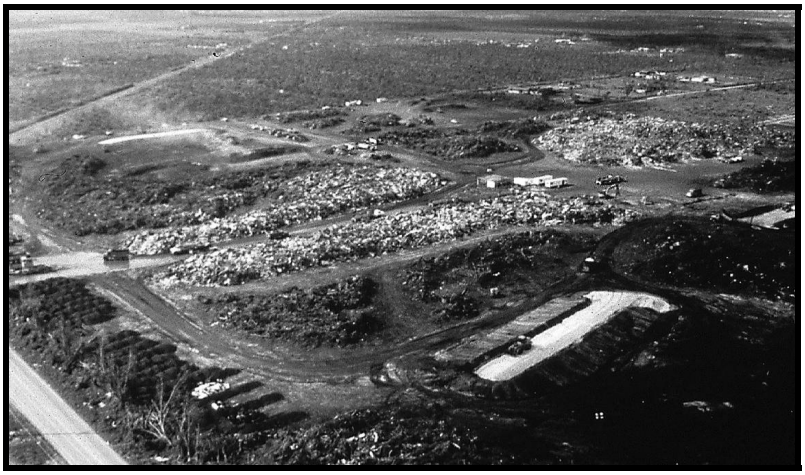


Figure 8.3 - DMS With Little Debris Accumulation

Operational Boundaries

Operational boundaries are the boundaries or areas that clearly define the difference in use areas at the DMS. In establishing the operational boundaries, the DMS design staff may consider using earthen berms, temporary barriers, or any other physical restriction. This aids traffic circulation and helps keep debris amassing at the DMS to a minimum.

Common operational uses are:

- Reduction
- Recycling
- Tipping areas (unloading)
- Loading areas for processed debris to go to its final disposition
- Drop-off centers for the general public (this may include vegetative, recycling, or construction and demolition debris)
- HHW storage
- Monitoring tower locations at both the ingress and egress points
- Equipment, fuel, and water storage

The separation between all of the areas listed above needs to be clearly delineated and defined. As operations proceed, the lines may be moved to accommodate either growing demand for space or a reduction in preparation for closure.

The reduction, recycling, tipping, and loading areas need ample room for large equipment operations. The design should take into consideration the possibility of multiple pieces of equipment being in the same activity area at one time. Depending on the scale of operations, each debris stream may have its own tipping area and should be designed accordingly. Reduction activity considerations are discussed in Chapter 9, *Debris Reduction/Recycling Methods and Disposal.*

General public drop-off areas for recycling, reduction, and construction and demolition debris may be included within a DMS. These public use areas should be carefully designed for passenger vehicle traffic and public safety.

HHW storage should be close to the public drop-off center yet restricted so that qualified personnel may process the waste appropriately. The design staff may consider constructing an impermeable lining and earthen berms in order to contain spills and prevent surface water runoff from leaving the area.

Monitoring towers should be located at ingress and egress points. Monitoring towers should be constructed of durable structural materials. The structures should be designed to withstand active and static loads. A stepladder is not an acceptable monitoring tower. Additional monitoring concerns and issues are discussed in Chapter 11, *Monitoring Debris Removal.*

Equipment and fuel should have a designated storage area and signs posted appropriately. The fuel storage areas need to be designed to contain spills. Water should be readily available at all times. Water storage areas should be strategically positioned throughout the site and identified appropriately.

Traffic Patterns

The traffic circulation needs to be well defined throughout the entire site. Although traffic signs and barricades aid in directing traffic, the planning staff may consider flag personnel to help direct traffic. Drivers unfamiliar with the new environments, routes, and rules will need assistance in order to safely navigate through the DMS.

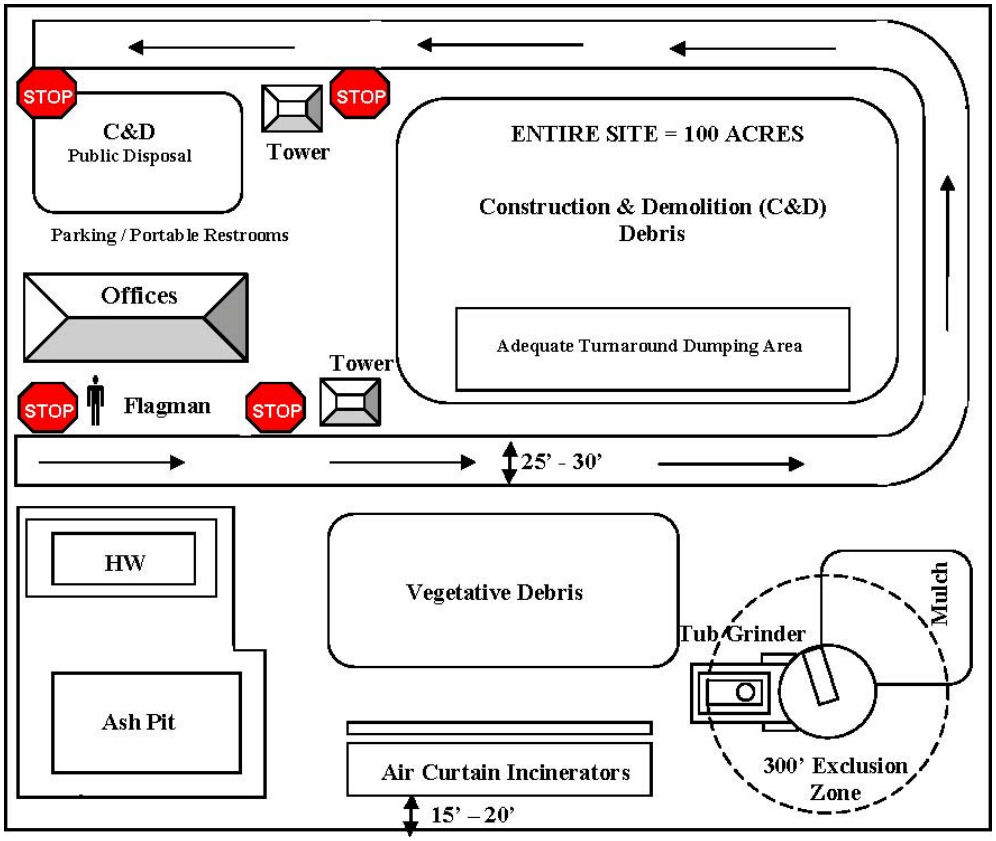


Figure 8.4 - Sample DMS Layout

Optimally, the designed traffic pattern should allow trucks to enter and exit through different access points, as long as each is monitored. Haulers are typically paid by the volume of a load. The load is evaluated when entering the site as a percentage of the full capacity of the truck. Stationing monitors at ingress and egress points ensures every truck releases the entire load prior to leaving the site. This avoids debris left in a truck from a previous load from being counted again in a subsequent load.

The empty trucks that enter the site to remove the processed (reduced) debris should enter and exit through an access point other than that of all other traffic. This reduces the site management and debris monitor confusion regarding debris being deposited or leaving the site.

Site Management

To meet overall debris management strategy goals and to ensure that the site operates efficiently, the management of the site should be under the direction of the applicant.

Applicants could use in-house personnel or contracted services to manage the site. In either situation, a site manager, debris monitors, and safety personnel are needed to ensure safe and efficient operations.

Site Manager

The site manager is responsible for supervising the overall day-to-day operations, maintaining daily logs, preparing site progress reports, and enforcing safety and permitting requirements during site operations. The site manager is also responsible for scheduling the environmental monitoring and updating the site layout. The site manager has oversight for monitoring the activities of the debris removal contractors and the onsite debris processing contractors to ensure they comply with the terms of their contracts.

Debris Monitors

Applicant's monitors (whether force account or contractors) should be placed at ingress and egress points in order to quantify debris loads, issue load tickets, inspect and validate truck capacities, check loads for hazardous waste, and perform quality control checks. The specific duties of the monitors are dependent on how debris is collected. Chapter 11, *Monitoring Debris Removal*, includes additional information concerning monitoring roles and responsibilities.

Safety Personnel

Safety personnel are responsible for traffic control and ensuring that site operations are in compliance with State and Federal occupational safety regulations.

Site Closure

When the site operations are complete, the property must be restored to its original condition before returning the site to the property owner. Restoration of a site involves removing all traces of the operations and possible remediation of any contamination that may have taken place during the operations. The site, either applicant owned or leased, must be brought back to its environmental state, prior to it being returned to the owner.

Debris, processing equipment, storage tanks, protection berms, and other structures built on the site should be removed from the site upon completion of all debris removal and processing operations.

The final environmental site evaluation is an extension of the environmental monitoring program. Similar testing as completed in the baseline study will be conducted to confirm that the site has been returned to its pre-activity state. Test samples should be taken at the same locations as those of the initial assessment and monitoring program. However, if warranted, additional test samples may need to be taken at other locations on or adjacent to the site.

Based on the results of the testing, additional remediation may be required before the owner takes final acceptance of the site. The lease agreement should have provisions to release the applicant from future damages when the site is returned in its original condition or final acceptance is received from the owner.



Questions to Consider

1. What are the remaining capacities of your landfills? How would you acquire this information?

2. Are there any restrictions to the types of materials that can be taken to your landfills?

3. Does the governing jurisdiction have available property that can be used as a DMS? If not, who would have the responsibility to locate a potential DMS and prepare legal lease agreements?

4. Who in your staff could manage the DMS? What staff is available to work at the DMS?

5. Will contracting additional labor and equipment be necessary to operate the DMS?

To Do Checklist

1. Identify landfills within the jurisdiction that can be used for a DMS, final disposal, or both. If landfill space is not available, what are the alternatives?

2. If it is determined that a DMS is necessary:

   a. Perform the baseline data collection

   b. Have the legal staff review and obtain a lease (if private property)

   c. Identify any outstanding environmental concerns with the site

   d. Obtain all permits from the governing authority or agencies

3. Identify the jurisdictional staff member(s) that will be responsible for the DMS operations.

4. Identify the types of operations that will be taking place at the DMS.

5. Design the DMS layout.

6. Identify how the DMS activities will be performed:

   - Force account labor and equipment
   - Contract labor and equipment.

7. Develop an ongoing environmental monitoring strategy for while the DMS is operating. Document appropriately for potential site closure remediation.

8. Perform a final environmental data collection to ensure the property is returned as it was accepted.

9. If the DMS is leased, ensure the property is returned and accepted by the owner without future action due to environmental contamination.

Chapter 9 – Debris Reduction/Recycling Methods and Disposal

Chapter Highlights

Methods of Reduction
- Incineration
- Chipping and Grinding
- Recycling

Final Disposition Operations
Questions to Consider
To Do Checklist

Please see Chapter 1, *Public Assistance Debris Removal Eligibility* and Chapter 2, *Costs*, for eligibility issues to consider in developing the debris management plan.

Based on the debris forecasting, the planning staff will have a concept of the amount and types of debris that will be collected and disposed of. During this period, the staff may consider reduction and recycling methods to lower the overall cost of a debris removal operation.

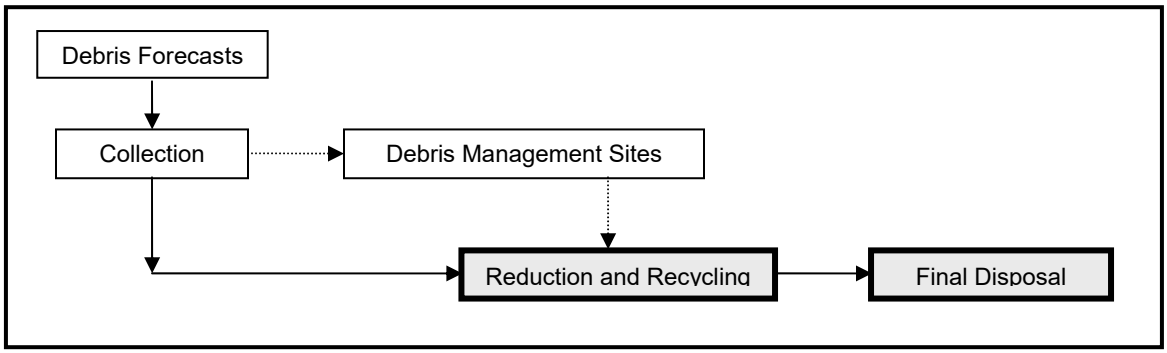


Figure 9.1 – Debris Reduction/Recycling and Final Disposal Component

Reducing and/or recycling disaster-related debris has financial and environmental advantages. These operations can decrease the overall cost of a debris removal operation by reducing the amount of material that is taken to a landfill. This diminishes the cost of final disposition in the form of tipping fees. In the case of recycling, potential end-use products for specific markets may offset the cost of operations even more. In many communities, recycling operations are an important component of the community public policy and are a priority. The staff should evaluate the types of reduction methods appropriate for the anticipated debris based on different disaster scenario events.

Methods of Reduction

The planning staff has three main types of reduction methods to consider and use during the operations: incineration, chipping/grinding, and recycling.

One method or a combination of methods may be utilized as appropriate depending on the type and anticipated volume of debris. The applicant must ensure all Federal, State, county, and local laws are followed before any reduction activities begin.

Incineration

Burning vegetative debris is a popular reduction method since it has up to a 95 percent reduction rate. Local agricultural extension personnel should be consulted to determine if the resulting ash can be recycled as a soil additive. This option should be terminated if mixed debris enters the waste stream.

The incineration process requires a minimum of three steps, to include:

1. Unloading the debris.
2. Moving the debris into an incinerator.
3. Removing the ash from the incinerator to final disposition. Final disposition may be an appropriately constructed area at the DMS or a landfill.

This process is illustrated in the following figure.

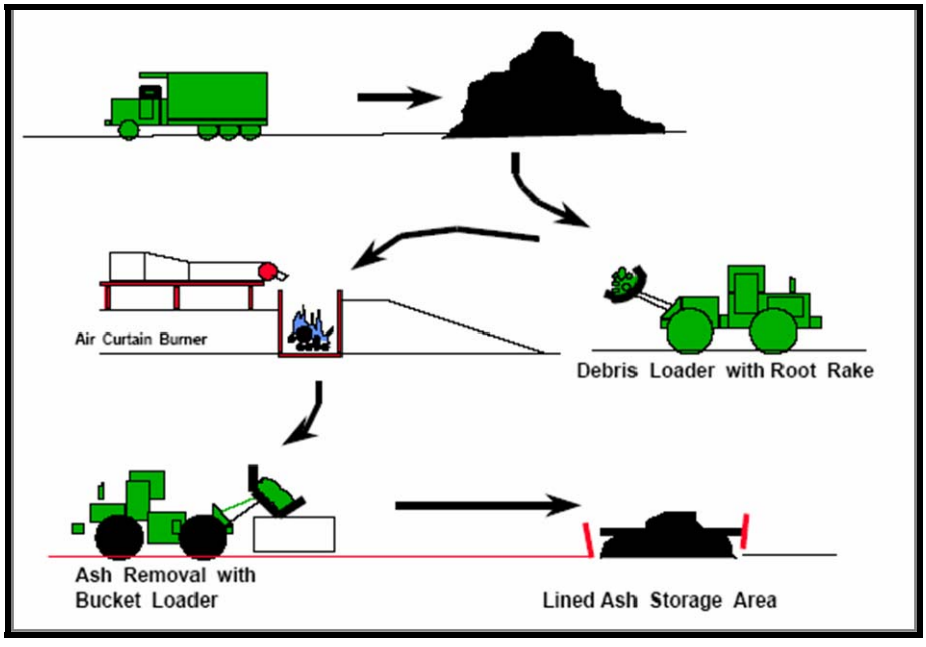


Figure 9.2 – Flow Diagram for a Burning Operation

There are several incineration methods available for volume reduction.

Uncontrolled Open-Air Incineration is reducing debris with no control over how much or how quickly it is allowed to burn. It is the least desirable method of volume reduction because it lacks any type of environmental control. Applicants may employ this method early in a disaster to make progress quickly. However, if circumstances dictate that open-air burning is the only option for managing debris, the applicant should conduct environmental evaluations to include air quality monitoring and implement control measures to limit impacts to humans and the environment. This reduction method should be closely monitored to ensure that only clean woody debris is incinerated.

Controlled Open-Air Incineration carefully reduces vegetative debris by burning debris within a contained fixed area. The reduction of clean woody debris presents little environmental damage and is cost-effective.

Air Curtain Pit Incineration offers an effective means to expedite the volume reduction process while substantially reducing the environmental concerns caused by open-air incineration. The air curtain incineration method uses a pit constructed by digging below grade or building above grade (if a high water table exists) and using a blower unit. The blower unit and pit comprise an engineered system that must be precisely configured to function properly.

The burning chamber is usually no more than 8 feet wide and 9 to 14 feet deep. The length of the pit varies depending on site size, environmental permitting, and labor/equipment limitations. The designs of successful air curtain incinerators used in past disasters are presented in the following figures, for reference and planning use only.

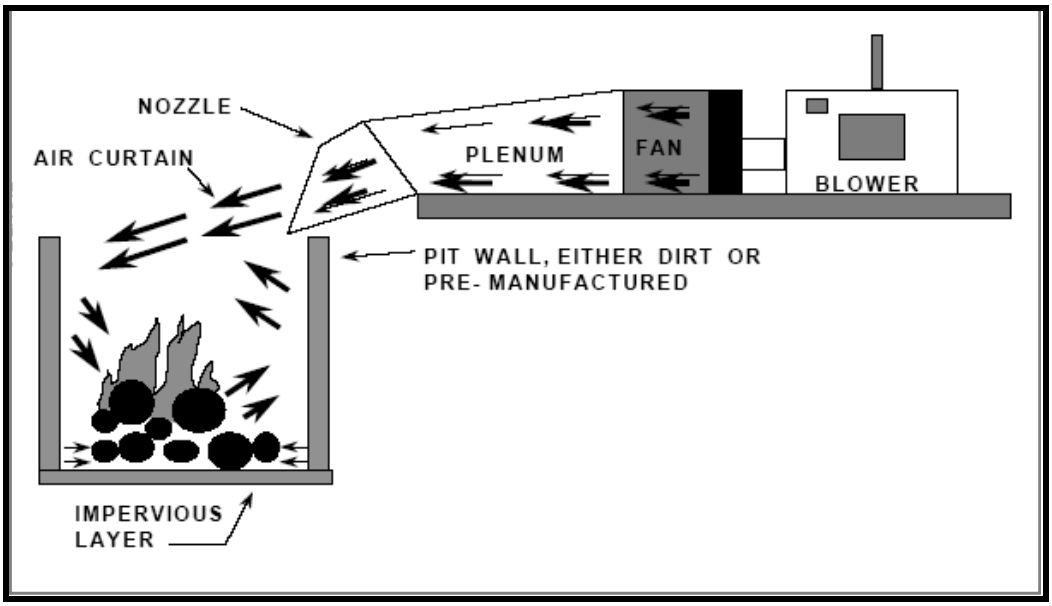


Figure 9.3 - Below-Grade Air Curtain Operation

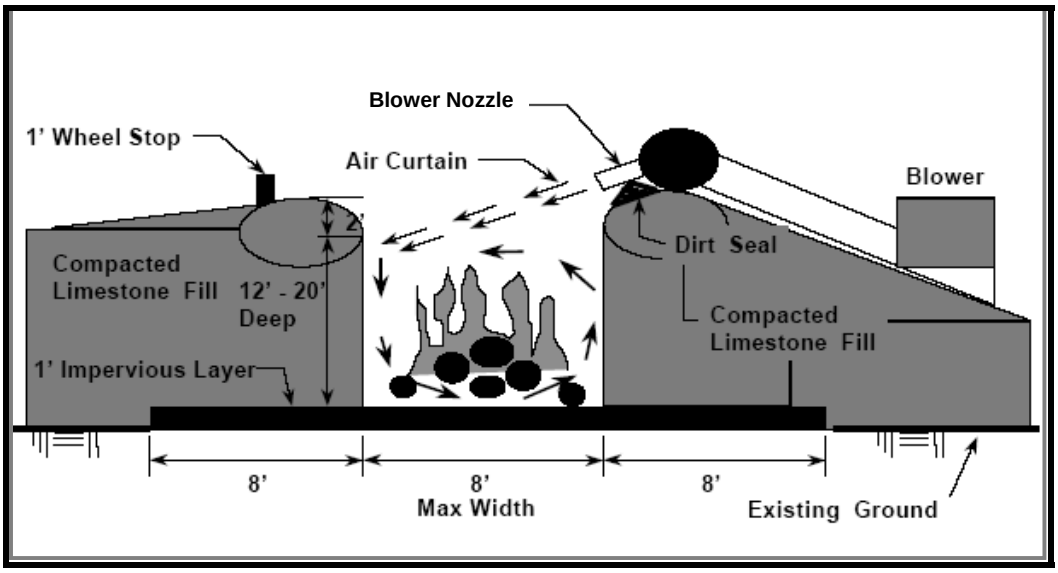


Figure 9.4 - Above-Grade Air Curtain Operation

It is important to note that there are no industry standards for air curtain pit design. The applicant should seek knowledgeable personnel who are experienced with air curtain pit incinerator design and operating procedures when soliciting expertise to perform incineration services. The planning staff should research and solicit qualified personnel to properly train all staff that may be operating or maintaining this process.

Portable Air Curtain Incinerators use the same methods as air curtain pit incinerator systems, except that the portable incinerators use a pre-manufactured pit rather than an onsite constructed earth/limestone pit. Portable air curtain incinerators are the most efficient incineration systems available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. The pre-manufactured pit requires little or no maintenance as compared to earth or limestone constructed pits, which are susceptible to erosion. Portable air curtain units are ideal for areas with high water tables and sandy soils as well as areas where smoke capacity must be kept to a minimum.

Environmental and Safety Concerns

With all of the incineration methods, environmental compliance and safety concerns need to be addressed within the plan. The planning staff must check with appropriate State agencies for State-specific requirements. Setback, permitting, and public information suggestions should be included in the plan.

Setbacks and buffer zones need to be established within and around the reduction sites not only for the public safety but also for the safety of the debris operations. A setback of at least 100 feet should be maintained between the debris piles and the incineration area. It is often suggested that 1,000 feet be allowed between the incineration area and the nearest building in order to create a generous buffer zone for emergency vehicles, if needed. The fire should be

extinguished two hours before anticipated removal of the ash mound. The ash mound should be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material should not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area.

Smoke generated by any of the above incineration methods is often interpreted by the general public as having an environmental impact. Therefore, it is important to also address smoke as part of the air monitoring guidelines. The governing State environmental or forestry agency will have guidelines that need to be met in order to acquire and retain a burn permit.

Planners should take the initiative in keeping the public informed. Applicant staff, environmental groups, and residents should be thoroughly briefed on the incineration methods being used, how the systems work, environmental standards, health issues, and the risks associated with each type of incineration. A proactive public information strategy should be included in any operation that uses incineration as a primary means of volume reduction. Please see Chapter 14, *Public Information Strategy* for additional information.

Chipping and Grinding

The second most common type of reduction method is to chip or grind disaster-related debris. Vegetative debris is the most common material reduced by using this method. The planning staff may also employ chipping and grinding methods in reducing rubber and some metals prior to being shipped to the recycling facility. The planning staff will have to investigate the opportunities, economics, and equipment in order to determine if this reduction method is appropriate for its jurisdiction.

There are significant differences in volume reduction between chipping and grinding and incineration. Incineration reduces the volume by approximately 95 percent, leaving only ash residue for disposal. Chipping and grinding reduces the volume by 75 percent. Since 25 percent of the volume remains from chipping and grinding, the benefit of this reduction method can be increased by identifying alternate uses of the residual material. The ability to use recycled wood chips as mulch for agricultural purposes, fuel for industrial heating, or in a cogeneration plant helps to offset the cost of the chipping and grinding operation.

If the grinding operation is strictly for volume reduction, the size of the mulch is not important; however, mulch to be used for agricultural purposes must be of a certain size and virtually free of paper, plastic, and dirt. Because of shallow topsoil conditions in some locations, mulch is a desirable product. In other locations, however, the mulch may become nothing more than a landfill product. The designated debris manager and planning staff should work closely with local environmental and agricultural groups to determine if there is a market for mulch.

Plastics should be eliminated completely. To help eliminate contaminants, root rake loaders should be used to feed or crowd materials to the chipper or grinder. Hand laborers should remove contaminants prior to feeding the chippers and grinders.

Bucket-loaders tend to scoop up earth, causing excessive wear to the grinder or chipper. Shaker screens should be used when processing stumps with root-balls or when large amounts of soil are present in the woody debris. The separated soil may be recycled back to the agricultural community.

Equipment

Grinders are ideal for use at debris storage and reduction sites because of their high-volume reduction capacity. However, a large area is needed to hold the resulting mulch. Chips or mulch should be stored in piles no higher than 15 feet and located so as not to hinder hauling operations. Properly locating the grinders is critical for noise and public safety considerations.

There are numerous makes and models of grinders and chippers on the market. Tub-grinders have production rates ranging from 160 to 340 cubic yards per hour for brush and yard waste. Manufacturer-published grinder production logs can be misleading because they reflect only the engine hours and ideal rate of production. These production logs do not take into account personnel monitoring or consider varying debris conditions. Production rates should be verified by monitoring operations.

The reduced debris production output should average 100 to 150 cubic yards per hour when debris is moderately contaminated with plastic and dirt and feeding operations are slow. When the debris is relatively clean, the production rates can increase up to 250 cubic yards per hour.

Brush chippers can be hauled or towed to the site of the downed vegetation and are ideal for use in residential areas. Damaged and uprooted trees present significant problems if they are pushed to the rights-of-way to wait for eventual pick-up and transport to storage and reduction sites. The brush chippers allow the downed trees and limbs to be reduced in place. The use of onsite chippers also allows the material to be used as mulch in the area where it is chipped, thereby saving the cost of transporting it.

Recycling

Based on the debris management goals and objectives, the decision to recycle disaster debris should be made during the planning process. The planning staff may find that marketing and selling the reduced debris is more financially attractive than hauling the unreduced debris to a local landfill.

Processing disaster debris through grinding, shredding, or any other means without an understanding of the end uses and market specifications may result in the products becoming

unusable for their intended purposes, necessitating disposal of the debris. For that reason, it is incumbent upon applicants to thoroughly research the market opportunities and establish criteria to assist emergency personnel in making decisions to recycle certain types of debris.

Debris management plans should include a list of the types of debris materials that can be recycled. The plans should determine end-use products that can be made from disaster debris, determine the market demand for each product, identify the product buyers, and when feasible, secure the sales of those products prior to an event.

The debris management plan needs to detail the implementation of the appropriate processing technique to achieve the desired end product. If the applicant uses contracted services to process debris, the contract agreements should include the processing specifications so that the contractor uses the correct types of equipment to achieve that specification.

Hurricanes and earthquakes may present opportunities to contract large-scale recycling operations and achieve an economic return from some of the contractors who exercise their initiative to segregate and recycle debris as it arrives at the DMS or landfill.

Specialized contractors should be available to bid on disposal of debris by recycling, if it is well sorted. Contracts and monitoring procedures should be developed to ensure that the recycling contractors comply with local, tribal, State, and Federal environmental regulations.

Common Recyclable Materials

Metals - Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Metal maulers and shredders can be used to shred trailer frames, trailer parts, appliances, and other metal items. Ferrous and nonferrous metals are separated using an electromagnet and then sold to metal recycling firms.

Soil - Debris removal operations may include transporting large amounts of soil to the DMS. At the DMS, it may be combined with other organic materials that will decompose over time. This procedure can produce significant amounts of soil that can be sold, recycled back into the agricultural community, or stored onsite to be used as cover.

In agricultural areas where chemical fertilizers are used heavily, recovered soil may be too contaminated for use on residential or existing agricultural land. It may be necessary to monitor and test the soil to ensure that it is not contaminated with chemicals. If the soil is not suitable for any agricultural or residential use, it may ultimately have to be disposed of at a permitted landfill.

Concrete, Asphalt, and Masonry Debris - Concrete, asphalt, and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials needs to meet certain size specifications as determined by the end user.

Final Disposition Operations

The planning staff will need to identify the final disposition site of whole, reduced, or recycled debris. The most cost-efficient measure is usually to make use of the applicant's own or normally utilized landfills. The available space often determines the most appropriate type of reduction method to employ. If local landfills are not adequate, the staff should conduct a search of landfills close to the disaster area for disposal.

County-to-county agreements are sometimes used in order to achieve an equitable solution. Some county landfills do not accept waste from other areas and may have stringent rules regarding what can be brought into the landfill.

Landfill tipping fee cost structures become important to the planning staff, especially if debris is being taken to a neighboring county. Tipping fee cost structures include operating and maintenance costs, permitting fees, capital improvement costs, and taxes. The capital improvement costs may be directly related to the landfill itself or may be for projects within the county.

Some fees and taxes may be waived for a neighboring governing body. The planning staff should investigate and compare the fees that are truly applicable for its debris disposal strategy.



Questions to Consider

1. Do you have a strategy for reduction?

2. Do you currently have a recycling strategy? Is the jurisdiction considering a recycling strategy?

3. Which agency within your jurisdiction would be responsible for developing and implementing a recycling strategy?

4. What departments within the State, county, or your organization would be responsible for permitting burning or incineration operations?

5. What is your strategy for final disposition?

To Do Checklist

1. Identify potential end use of the reduced or recycled materials. Identify if the end-use materials may represent potential income to offset processing, or entail no cost for disposal.

2. Identify reduction and recycling methods that will be used at the DMS.

3. Identify how the reduction and recycling activities will be performed:
   a. Force account labor and equipment
   b. Contract labor and equipment

4. Determine final disposition locations.

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Chapter 10 – Contracted Services

Chapter Highlights

Common Misconceptions
Procurement Considerations
General Contract Provisions
Types of Contracts
- Unit Price Contract
- Lump Sum Contract
- Time-and-Materials Contract
- Prohibited Contracts
- Contract Matrix

Questions to Consider

Please see Chapter 2, *Costs*, for eligibility issues to consider in developing the debris management plan. This chapter also references information in Chapter 11, *Monitoring Debris Removal*.

The planning staff may find it necessary to contract for debris removal services if the magnitude of the disaster is beyond the capabilities of its force account resources, State resources, mutual aid agreements, and volunteer labor. Possible contracted services include:

- Collection, including clearance during response phase
- Reduction or recycling
- Hazardous waste handling, processing, and disposal
- Hauling to final disposition
- DMS activities
- Demolition
- Monitoring
- Environmental studies
- Project management

The applicant's contracting/procurement and legal staff has a major role in this planning component of the debris management plan. The staff should use the debris management plan development as an opportunity to familiarize themselves with their contracting procedures, particularly with regard to emergency procurements. In procuring and awarding contracts, the applicant should follow its established procurement and contracting procedures.

Common Misconceptions

Contracts written by contractors often use the FEMA name to gain credibility and give the appearance that the work to be performed would be eligible for Public Assistance grant funding. Applicants should be aware of the common phrases used by contractors and why the statements are false. Three of the most common phrases are:

1. **"FEMA-approved contract and rates."** FEMA does not certify, credential, or recommend contractors.

2. **"FEMA eligibility determinations."** Debris contractors do not have the authority to make eligibility determinations. Only FEMA can make an eligibility determination.

3. **"FEMA training in eligibility, documentation, and Project Worksheet development provided."** These services often have a fee attached. Most of the training and information offered by a contractor is available free from FEMA or the State.

Applicants may enter into any contractual arrangements they wish. However, it should be noted that FEMA is not bound to applicant contractual obligations because it is not a party to those contracts. Applicants are strongly encouraged to work with State emergency management staff and FEMA to ensure compliance with the provisions of the Public Assistance Program, as well as other applicable statutes and regulations, if the applicant intends to seek Public Assistance grant assistance. The applicant is responsible for payment of its contracted services regardless of whether such services are eligible for Public Assistance grant funding. If a contract is in place prior to the applicant's meeting with FEMA Public Assistance staff, the terms of the contract need to be reviewed to ensure compliance with the Federal procurement regulations and with the Public Assistance Program eligibility criteria. By doing so, it becomes easier for the applicant to provide FEMA with pertinent documentation to receive Public Assistance grant funding.

Additional information on developing contracts that comply with Public Assistance Program requirements is provided in Appendix G, *FEMA RP9580.201, Fact Sheet: Debris Removal – Applicant's Contracting Checklist*.

There are two main areas of contracting that the applicant's staff should review in the contract development planning process. These include procurement procedures and general contract provisions. Other provisions and terms are determined by the type of contract being employed for a specific service.

Procurement Considerations

The applicant's legal staff needs to review the applicant's procedures for compliance with 44 CFR Part 13 requirements, outlined in Chapter 2, *Costs* and available online through the United States Government Printing Office at gpoaccess.gov.

In the past, some applicants risked losing Public Assistance Program funding when procurement procedures were overlooked in the interest of time. There are methods by which applicants can expedite the procurement process without jeopardizing potential grant funding. An applicant may use one or more of the following methods to best serve its jurisdiction.

- **Pre-drafted contracts** – Applicants may draft a contract prior to a disaster event. Once the extent of the disaster is known, the contract can then be finalized with the appropriate scope of work and advertised in a timely manner.

- **Pre-qualified contractors** – Typically, contractors must meet minimum requirements, such as insurance, bonding, and licensing, prior to being awarded a contract by an applicant. Applicants may advertise a Request for Qualifications (RFQ) for contractors to establish their company as a credible candidate for a contract award. The pre-qualified contractors on the list are invited to bid on a contract. The pre-qualified contractors can then focus on developing costs rather than assembling documentation in order to qualify for bidding.

- **Pre-event contracts** – The applicant may choose to solicit bids and award contracts in non-disaster times. This allows time for a deliberate procurement process and gives applicants flexibility in mobilizing the appropriate resources in anticipation of an event.

The applicant may expedite procurement procedures for purpose of public exigency; this does not mean that competitive proposals are not required. In many cases, an expedited process allows for shorter time frames for receiving competitive bid proposals. Appendix G, *FEMA RP9580.4, Fact Sheet: Debris Operations – Clarification: Emergency Contracting vs. Emergency Work*, explains the emergency contracting procedures provided in 44 CFR Part 13.36(d)(4)(i)(B).

When soliciting competitive bid proposals, the applicant should be the entity that develops the engineering estimate and scope of work for the contract bid solicitation.

General Contract Provisions

To protect the applicant's interests, specific items should be included in the contract to minimize potential conflicts with the contractor. These items include the basis of payment, the duration of the contract, the performance measures, an agreement to restore collateral damage, a termination for convenience, and a conflict resolution process.

The basis of payment and the payment process should be clearly outlined in the contract. Contractor payments should be based on verification of completed work, and the required information for the payment request should be included within the provisions of the contract. Weight to volume conversion factors should be published in order to further clarify possible differences between invoices and payment.

Basis of payment is usually based on the volume and/or weight of the contractor's loads. If the contract payment is based on volume, specific contract provisions are required to substantiate invoices and payment. These contract provisions need to provide a truck certification process, which includes determining the volume of the truck and how it will be identified during the recovery operation. Recertification of a truck is usually required if the physical truck identification becomes damaged or the volume capacity becomes suspect during operations. Additional information regarding truck certification is included in Chapter 11, *Monitoring Debris Removal*.

Applicants should consider using a progress payment method for contract services. This requires specific documentation from the contractor to verify and validate the completed work, support the contractor's invoices, and receive reimbursement under the Public Assistance Program. Typical documentation includes debris monitor reports, truck certification lists, and load tickets. This documentation is discussed in Chapter 11, *Monitoring Debris Removal*.

To ensure that debris removal is conducted expeditiously, the contract should include specific timelines for work to be completed. The duration of contract should be clearly stated. By doing so, the applicant sets clear expectations for the contractor. Moreover, the contractor can effectively manage resources and schedule work to meet the applicant's expectations.

Debris removal activities may impart damage to the local infrastructure, such as broken curbs, crushed sidewalks, and broken water meters. A contract provision should include a requirement that the contractor is to restore and/or repair, at the contractors cost, all damaged infrastructure back to its pre-existing condition if the damage was caused by their activities.

The contract should also include contract language for performance measures and a termination for convenience and default. A termination clause allows the applicant the ability to terminate the contract if the contractor does not deliver services in the manner delineated in the contract. The contract language clauses should be specific as to how performance will be evaluated and what would be considered reasons for termination.

The conflict resolution process should be well defined within the contract. The process should also include alternatives for mediation should an issue prove difficult to resolve.

To ensure that the contracts are in accordance with the Federal, State, and local procurement laws the planning staff should seek guidance from their legal counsel.

Types of Contracts

There are several types of contracts that can be used for debris operations. The most common types of contracts are unit price, lump sum, and time-and-materials. Due to the use and structure of a specific type of contract, there are specific provisions and documentation considerations that should be included to keep costs reasonable and to protect the applicant's interests. Descriptions of the different types of contracts, specific contract provisions, monitoring efforts, and documentation requirements are described in this discussion and are summarized in a matrix at the end of this chapter.

Unit Price Contract

Use and Structure

The schedule of payment of unit price contracts is based on a set cost for a specific task.

For example:

Remove, haul, and dispose of vegetative debris = $X / cubic yard
or
Remove and dispose of refrigerant = $Y / appliance.

Unit price contracts are used when the individual work tasks are known but the total amount of work cannot be quantified. The quantities of work to be completed are estimated by the applicant and included in the applicant's bid solicitation package. The contractor uses the estimated quantities to establish a total contract price. Units of work can be measured in terms of weight, volume, or any other quantifiable measure.

The estimated quantity of work described in the bid solicitation can be adjusted to reflect a more accurate quantity when debris operations are under way and the true extent of the disaster is realized. To keep the price of the contract reasonable, the applicant can eliminate as many variables as possible by incorporating detailed specifications in the contract and monitoring the contract operations.

Contract Provisions

Developing specifications for unit price contracts requires a full understanding of all the particular tasks that are required to complete the work to the applicant's satisfaction. Applicants should clearly define the individual tasks and activities that are required to accomplish the scope of work when soliciting bids. These may include the collection, transportation, and incineration of vegetative debris; extraction of refrigerants; grinding of debris; or special handling of hazardous wastes.

The estimated quantities of each type of debris that will be collected and clear descriptions of how each is to be handled or processed should be included in the specifications. The solicitation should incorporate special sections for hazardous and special wastes, if applicable. If the applicant intends to market processed debris for certain end uses, the bid specifications should describe the end user's product specifications in detail.

The applicant's bid solicitation and the final contract documents should include details on how the applicant will monitor the contractor's work and how the applicant's monitoring information will be used to verify the contractor's costs and payment.

Lump Sum Contract

Use and Structure

Lump sum contracts are used when the scope of work can be easily identified and quantified. These bid requests include a set of specifications that have a well-defined scope of work for a finite amount of time. For example:

> Haul 250 tons of mulched debris from 1000 N Debris Road to applicant landfill at 3450 S Main Street = $XX,YYY.

Two common uses of a lump sum contract define how the debris is to be collected, by geographical area or by "passes."

> The **area method** defines the geographical boundary in which the debris is to be collected. By providing geographical boundaries, the quantity of debris may be forecasted or estimated based on topography and land use.
>
> The **pass method** describes the number of times debris will be collected from the curbside within a specified geographical boundary. Limiting the number of passes for an area keeps the scope of work known.

The advantage of a lump sum contract is that the total price for the specified work is known at the time the bids are opened.

Contract Provisions

Although contractors usually present one total price in their bids, applicants should request a breakdown of costs for each item of work activity in the bid specifications so that if additional work is necessary during the term of the contract, the applicant can easily determine the cost for that work based on the unit cost. By requesting unit costs, the applicant can determine whether the contractor included costs for contingencies in the fixed price and if all costs are reasonable.

The bid specifications for a lump sum contract take more effort to write in comparison with other methods, but may reduce change orders during contract execution. The specifications should include every work activity that will be required, the exact quantity of debris to be removed, or the specific number of passes that will be required, to collect all debris.

If recycling is part of the scope of work, the bid specifications should include a list of debris materials that are expected to be recycled. The contract should also specify who owns the recycled materials and how the revenue from the sale of the recycled materials affects the contract cost.

Time-and-Materials Contract

Use and Structure

Time-and-materials contracts are used when the scope of work necessary to achieve an outcome is unknown.

A typical use of time-and-materials contracts for debris is during the response phase of the debris removal operations when an applicant needs additional labor and equipment resources to clear emergency routes. A time-and-materials contract establishes hourly rates for labor and equipment that will be used to perform specific tasks. For example: backhoe, with loader, 1 cy bucket, with operator = $50 / hour.

The contractor is paid based on the actual time spent to perform the specified tasks and for the usage of equipment. The contractor is also paid for the actual cost of materials that are used during operations.

Contract Provisions

Solicitation for a time-and-materials contract should include descriptions of the types of work items that would be required inclusive of debris removal, debris processing, and recycling.

Normally, a time-and-materials contract identifies the classification of each worker and a skill level. The equipment rate schedule lists the type of equipment and the hourly rate. The hourly rates for equipment should include the operator, fuel, and maintenance costs. A provision should state that the applicant only pays for the time the equipment is in operation. Mobilization and standby costs should not be invoiced at the hourly equipment rate. Public Assistance grants do not fund standby or idle-time costs.

Applicants should establish the maximum number of hours the contractor can work or set a ceiling for the contract to control costs when using a time-and-materials contract. FEMA generally limits the Public Assistance grant reimbursement cost of a time-and-materials contract to 70 hours of actual work. FEMA may provide a Public Assistance grant for a time-and-

materials contract that has been extended for a short period of time, but only under extreme extenuating circumstances.

Intense monitoring of time-and-materials contracts is extremely important. Work inspection reports should be prepared each day. These reports clearly state the amount of work accomplished that day in quantitative terms, such as the number of cubic yards of debris hauled, the type and number of trucks used, and the number of hours worked.

Load tickets may be used if debris is being hauled based on cubic yards under a time-and-materials contract as a way of checking contractor efficiency.

Applicant personnel should verify the certification of work performed and copies of the inspection reports should be furnished to the contractor to expedite the submittal of invoices for payment.

Time-and-materials contracts are usually terminated once the maximum number of hours or price cap is reached. Contract provisions should include the applicant's right to terminate a contract at its discretion. An applicant should terminate the time-and-materials contract when a more cost-effective contract is awarded for the remainder of the debris removal operations.

Time-and-materials contracts are the least preferred among contracts, and they are typically used only for initial emergency work or when there are complex life-saving activities that are dependent on the removal of debris. Again, FEMA generally limits reimbursement of time-and-materials contracts to the first 70 hours of actual work. The use of a time-and-materials contract for longer than 70 hours may impact the amount of reimbursement the applicant receives.

Prohibited Contracts

In accordance with 44 CFR Part 13.36(f)(4), cost plus percentage of cost contracts shall not be used. Use of such contracts may result in FEMA limiting the grant to an amount determined to be reasonable based on the eligible work performed.

Contracts that are awarded by an applicant to debarred contractors are prohibited pursuant to 44 CFR 13.35; thus, no Federal funding can be awarded for eligible work completed.

Contract Matrix

A summary of the aforementioned contracts and their associated characteristics is provided as a reference in the following matrix.

Unit Price Contract Summary Matrix						
Type of Contract	**Structure and Use**	**Required Provisions**	**Advantages**	**Disadvantages**	**Monitoring**	**Documentation**
UNIT PRICE	Uses units of measure (cubic yards, tons, each) and prices to develop line item costs and total contract costs	Specific documentation requirements, based on quantifiable units, such as load tickets, and payment	Scope of work may be adjusted easily at a known cost	Possibility of contractor fraud if operations are not closely monitored	Labor intensive	Load ticket system
	Used when scope of work is difficult to quantify. The bid proposals are based on applicant-estimated quantities and units of work		Accurate account of actual quantities when work is complete	Trucks require measurement and loads accurately documented		Monitors at collection points and where the debris is unloaded (DMS or final disposition)
			Simplicity of contract encourages competition	Segregated curbside collection may complicate the scope of work		
			Low risk for contractors			

Figure 10.1 – Unit Price Contract Summary Matrix

Lump Sum Contract Summary Matrix

Type of Contract		Structure and Use	Required Provisions	Advantages	Disadvantages	Monitoring	Documentation
LUMP SUM	All Lump Sum	Establishes a fixed contract based on the applicant scope of work specified in the bid solicitation Used when the scope of work is clearly defined by the applicant, including quantity, type, and location of debris	Specific process for a change order request, exact quantity of debris, and types of debris. Provision to cover if the collection or unloading location changes after the contract is awarded	Cost is established at the bid opening Easy to determine when the work is complete	Scope of work must be very specific to avoid change orders Often difficult to quantify debris and identify the types of debris requiring collection	Minimum	Amount of debris collected, reduced/ recycled, and disposed will be required to establish reasonable price
	Collection - Area Method	Used when a well defined area can be provided for bidding purposes	Specific process for a change order request, exact quantity of debris, and types of debris. Provision to cover if the collection or unloading location changes after the contract is awarded		Scope of work has to be accurately quantified to minimize change orders Estimating the amount of debris to be brought to the rights-of-way difficult to determine High probability of change orders if estimates are based on speculation	Minimum	Amount of debris collected, reduced/ recycled, and disposed will be required to establish reasonable price
	Collection - Pass Method	Defines how many times a curbside collection will be completed on a particular street or through a well defined area	Specific process for a change order request, exact quantity of debris, and types of debris. Provision to cover if the collection or unloading location changes after the contract is awarded	Possibility of fewer change orders since the scope of work is better defined Average management duties	Up-to-date street information and plans to be included in the scope of work Requires cooperation of the public to place only eligible debris at the curb and participate in segregating materials Intense public information campaign	Minimum	Amount of debris collected, reduced/ recycled, and disposed will be required to establish reasonable price

Figure 10.2 – Lump Sum Contract Summary Matrix

Time-and-Materials Contract Summary Matrix

Type of Contract	Structure and Use	Required Provisions	Advantages	Disadvantages	Monitoring	Documentation
TIME-AND-MATERIALS	Paid on an hourly rate for labor, materials, and equipment	Capped by the period of performance and/or monetary ceiling	Good for response activities	Requires close contractor oversight and direction as to work to be performed	Labor Intensive	Intense
	A known quantity of work is not established prior to the contractor beginning work	Price for equipment applies only when the equipment is in use	Extremely flexible; not limited by a specific scope of work	Requires documentation of actual hours worked by equipment and operators		Actual labor and equipment must be accounted for during entire performance period
		Hourly rate for equipment includes fuel, maintenance, and repair	Range of uses; appropriate clearance of major access routes or roads to critical facilities	Reasonable hourly rates may be difficult to establish if not competitively bid		
		Bids should include all overhead costs		Equipment specifications may have to be generalized in order to encourage competition		
		Specific hours the contractor is to perform work (to ensure monitoring staff is present to document activity)		Requires full-time trained monitors to document work completed and verify hours worked		
		No guarantee of a minimum number of hours				
		If multiple contracts are awarded, the period of performance should run concurrently rather than consecutively				

Figure 10.3 – Time-and-Materials Contract Summary Matrix

To assist applicants in identifying and contacting contractor resources, an online debris contractor registry tool is available on FEMA's website, fema.gov. The information provided in the registry is maintained by contractors and their representatives. FEMA does not verify and takes no responsibility for the accuracy of any of the information submitted. FEMA does not endorse, approve, or recommend any contractors, including those in the registry. Applicants should perform all appropriate due diligence prior to entering into a contract. Contracting with any of the entities listed in the registry does not assure an applicant of reimbursement under a Federal grant. Applicants should follow their competitive procurement procedures when selecting a contractor.



Questions to Consider

1. Do you have in-place debris contracts prepared?

2. Do you have a list of local pre-qualified contractors?

3. Can you use components of existing contracts, such as garbage collection or roadway time-and-materials contracts for disaster debris clearance, removal, or disposal?

4. What departments within your agency would be required to prepare the debris management bid documents and contracts?

Chapter 11 – Monitoring Debris Removal

Chapter Highlights

Debris Monitoring Staff
- Force Account Resources
- Outsourcing Monitoring Duties

Debris Monitor Roles

Monitoring Methods for Debris Removal
- Debris Monitor Reports
- Truck Certification List
- Load Ticket System

Special Monitoring Issues
- Equipment
- Monitoring Tips

Questions to Consider

To Do Checklist

Please see Chapter 1, *Public Assistance Debris Removal Eligibility*, Chapter 2, *Costs,* Chapter 3, *Debris Removal from Public Property,* and Chapter 4, *Private Property Debris Removal and Demolition of Private Structures,* for eligibility issues to consider in developing the debris management plan.

Debris monitoring procedures should be established and included in the debris management plan for the applicant's financial interest, especially if the applicant has contracted for any component of the debris removal operation. Monitoring debris removal operations achieves two objectives:

- Verifying that the work completed by the contractor is within the contract scope of work
- Providing the required documentation for Public Assistance grant reimbursement

Failure to document eligible work and costs may jeopardize Public Assistance grants. In Federally declared disasters, FEMA periodically validates the applicant's monitoring efforts to ensure that eligible debris is being removed and processed efficiently.

Only FEMA has the authority to make eligibility decisions; contractors cannot make eligibility determinations. Information on eligibility can be found in this document, FEMA 321 – Public Assistance Policy Digest, FEMA 322 – Public Assistance Guide, and FEMA 323 – Public Assistance Applicant Handbook.

Debris Monitoring Staff

Applicants can use force account resources, contractors, or a combination of both to monitor debris removal operations.

Force Account Resources

Applicants are encouraged to use their own employees to monitor debris removal operations. The applicant's employees are the most familiar with the jurisdiction and know the priorities of the applicant's debris management plan. Force account employee costs are reimbursed based on the Public Assistance Program's labor cost policies for emergency work.

Outsourcing Monitoring Duties

In some cases the monitoring task is outsourced to a contractor. As with any contractual arrangement, the applicant must ensure that the contractor is meeting the performance requirements of the contract. If a contractor is hired to perform a monitoring task, the applicant is required to ensure that the hired contractor performs satisfactorily.

If the applicant outsources a monitoring task, the contract must be awarded to a contractor who has no vested interest in the debris removal contract or contractor. There must be no conflict of interest between the monitoring contractor and the debris removal contractor.

When soliciting for debris monitoring contracts, the advertisement should outline the required qualifications of the debris monitors. The qualifications should be appropriate for the individual responsibilities and duties. Debris monitors should have experience working on construction sites and be familiar with safety regulations, but it is not necessary to have professional engineers and other certified professionals perform these duties. Primarily, debris monitors should be able to estimate debris quantities, differentiate between debris types, properly fill out load tickets, and follow all site safety procedures.

The specifications should outline possible monitoring locations and reporting requirements to document eligible debris quantities.

Monitoring contracts are typically time-and-materials and should contain a not-to-exceed clause per the requirements of 44 CFR Part 13. The applicant should ensure the level of monitoring and overhead claimed is consistent with the level of effort required to effectively monitor the debris removal operations.

It is important that the debris monitoring contract provide for submission of reports and payment estimates to help promote efficiency and effectiveness in the overall debris removal operations. By continuously monitoring the debris removal operations, an applicant can track

progress toward completion and determine the financial status of the monitoring and debris removal contracts.

Applicants should require debris monitors to submit the following reports:

- Debris collected from curbside and/or collection centers
- Debris accepted at the DMS and/or final disposition
- Debris recycled/reduced at the DMS and taken to final disposition
- Any operational or safety issues

If FEMA provides funding for the debris monitoring contract, a sample of the reporting requirements outlined in the contract in order to substantiate eligible costs is required. The sample must be adequate to demonstrate that sufficient measures were taken to ensure that eligible and accurate quantities were reported as part of the grant. If the monitoring contract is time-and-materials, the applicant must supply labor, equipment, and materials records to the Public Assistance Program staff in order to substantiate the actual costs of the grant.

Debris Monitor Roles

Monitoring operations are meant to ensure that the debris removal contractor is performing the scope of work required by the contract, and to document the debris removal operations. The primary role for debris monitors is to document the location and amount of debris collected.

The key elements of information that are needed to verify the contractor's scope of work and determine eligibility are the:

- Type of debris collected
- Amount of debris collected
- Original collection location

From this information the applicant can document eligible location and work completed.

The debris monitor's roles and responsibilities in the field include:

- Measure and certify truck capacities (recertify on a regular basis).
- Complete and physically control load tickets (in monitoring towers and the field).
- Validate hazardous trees, including hangers, leaners, and stumps (use appropriate documentation forms).
- Ensure that trucks are accurately credited for their load.
- Ensure that trucks are not artificially loaded to maximize reimbursement (e.g., debris is wetted, debris is fluffed - not compacted).

- Ensure that hazardous waste is not mixed in with loads.
- Ensure that all debris is removed from trucks at the DMS.
- Report to project manager if improper equipment is mobilized and used.
- Report to project manager if contractor personnel safety standards are not followed.
- Report to project manager if general public safety standards are not followed.
- Report to project manager if completion schedules are not on target.
- Ensure that only debris specified in the scope of work is collected and identify work as potentially eligible or ineligible.
- Monitor site development and restoration of the DMS.
- Ensure daily loads meet permit requirements.
- Ensure that work stops immediately in an area where human remains or potential archeological deposits are discovered.
- Report to project manager if debris removal work does not comply with all local ordinances as well as State and Federal regulations.

The applicant is responsible for ensuring that applicant-managed debris removal work (either force account or contract) being funded under the Public Assistance Program is eligible in accordance with Public Assistance Program criteria.

Applicants may request State/FEMA assistance with debris monitoring or monitor training.

Monitoring Methods for Debris Removal

Additional documentation requirements depend on how the debris is collected and processed. The following describes methods and systems to monitor and document work completed by force account resources and/or contractors.

The planning staff should develop tools for their documentation duties. It is suggested that all three of the following tools be used to document all types of debris removal contracts – unit cost, lump sum, and time-and-materials contracts.

Debris Monitor Reports

Applicants should develop a debris monitoring report to make all reporting documents consistent regardless of who performs the work. An example of a debris monitor's report is supplied in Appendix D, *Sample Monitoring Forms*. Applicants are not required to use this report; however, they should have a reporting document that captures the types of information if seeking Public Assistance reimbursement.

The debris monitoring report is important for monitoring time-and-materials contracts that may be used during the response phase of the operations. Monitoring documentation for time-and-materials contracts includes:

- Actual labor hours worked
- Actual equipment hours operated
- Type and specification of equipment used

The labor and equipment summary records provided in Appendix C, *FEMA Forms,* are often used by applicants as a starting point for their specific documentation needs and contract requirements.

Truck Certification List

A truck certification list allows the monitor to identify the truck itself and its hauling capacity in a standardized manner. It is important to know the truck hauling capacity since debris, specifically vegetative debris, is often hauled and billed by volume. The standard list of requirements includes:

- Size of hauling bed in cubic yards
- License plate number
- Truck identification number assigned by the owner
- Short physical description of the truck

Monitors may need to be trained to measure truck capacities for certification purposes. Recertification of the hauling trucks on a random and periodic basis should be implemented for contract compliance and reimbursement considerations. See Appendix D, *Sample Monitoring Forms,* for an example truck certification worksheet.

Load Ticket System

The term "load ticket" refers to the primary debris-tracking document. A load ticket system tracks the debris from the original collection point to the DMS or landfill. By positioning debris monitors at each point of the operations (collection, DMS, and/or final disposition), the eligible scope of work can be properly documented. This is how the applicant documents and tracks the debris from the initial collection location to the DMS and final disposal location. If the applicant uses a contract hauler, this ticket often verifies hauling activities and is used for billing purposes.

Traditionally, load tickets have been carbon paper tickets with at least four copies generated for one load of debris. More advanced tracking tools have been developed and used in the field to reduce human error and expedite funding. These computer-based systems often include the same information as a traditional load ticket.

Each monitor is responsible for populating specific areas of the load ticket. The following table lists the load ticket information and the portions of the ticket to be completed by the respective monitor.

	Monitor Ticket Responsibilities	
Load Ticket Information	**Collection Point Monitor**	**DMS or Landfill Monitor**
Preprinted ticket number	NOT APPLICABLE	
Contract number	Contracts may be identified by a number or name	
Prime contractor's name		
Date	X	
Truck number	X	
Truck driver's name	X	
Vegetation	X	
Construction & Demolition	X	
White Goods	X	
Household Hazardous Waste	X	
Other (required to be described applicable)	X	
Load Location	GPS or address preferred	
Loading date/time (departure from collection location)	X	
Loading Site Monitor name/signature	X	
Truck capacity in cubic yards or tons		X
Load Size, either cubic yards (percent of actual) or tons		X
Unloading location		X
Unloading date/time (arrival at disposal site)		X
Unloading site monitor name/signature		X

Figure 11.1 – Debris Monitor Responsibilities for Load Tickets

Each monitor keeps a copy of the load ticket, and the driver/contractor keeps two copies for billing purposes.

In computer-based systems, the collection monitor gathers the same information as in a traditional paper load ticket system and inputs this information into a handheld digital device. The collection monitor gives the hauler the information in a digital format (card or small driver). The monitor, stationed at the DMS or landfill, downloads the information, and completes the transaction in a manner similar to the traditional method. The monitor, stationed at the DMS or landfill, can then print a ticket for the hauler's billing purposes.

Special Monitoring Issues

The issues described below highlight the need for an applicant to closely monitor large contracted debris clearance, removal, and disposal activities. The issues focus on some of the problems associated with major debris disposal contracts and justify the need to monitor activities at local debris management and final disposal sites. It is essential that applicant's staff work to ensure that the debris removal contractors perform the required services at a reasonable cost.

Equipment

The most typical unit measurement for vegetative and construction and demolition debris is the cubic yard. Debris trucks are evaluated for capacity at the DMS or final disposal sites. Applicants should require contractors to use appropriate equipment to load debris efficiently so that the maximum level of compaction can be achieved to facilitate expeditious removal of debris from the public rights-of-way.

The photos below illustrate the capacities to which a truck may be loaded.



Figure 11.2 - 100% Loaded Truck



Figure 11.3 - Less Than 100% Loaded Truck

Equipment limitations impact the maximum loading capacity of some vehicles. The following is a list of truck conditions and the eligible capacities.

Hand-loaded trucks and trailers cannot achieve compaction levels comparable to mechanically-loaded vehicles. This effectively reduces the capacity of the hand-loaded truck or trailer in comparison to a truck or trailer that is loaded mechanically. Therefore, FEMA only reimburses 50 percent of the debris monitor's observed capacity percentage for a hand-loaded truck or trailer.

Example: If a hand-loaded truck or trailer appears to be 100 percent full and would normally be recorded at 100 percent, that load should be recorded at 50 percent.



Figure 11.4 – Hand-Loaded Trailer

A truck with no tailgate or no solid tailgate cannot be compacted to its full capacity; therefore, FEMA only considers a maximum of 85 percent of the certified truck capacity for reimbursement purposes.



Figure 11.5 – Truck With No Tailgate



Figure 11.6 – Truck With No Solid Tailgate

Also, hand loading debris in trucks or trailers does not achieve maximum compaction and as a result debris removal operations take longer to complete. A hand-loaded truck hauls less debris by weight per cubic yard than a mechanically loaded truck.

Applicants should be aware of the differences between hand loading and mechanical loading when negotiating unit costs and should establish standard conversion factors in the contract agreements to address those differences. Refer to Appendix G, *FEMA RP9523.12, Debris Operations - Hand-Loaded Trucks and Trailers*, for additional information about hand-loaded trucks and trailers.

Monitoring Tips

Monitors should be aware of situations that could impact an applicant's reimbursement under the Public Assistance Program. They should be on the lookout for:

Inaccurate Truck Capacities - Trucks should be measured before operations and load capacities should be documented by truck number. Periodically, trucks should be pulled out of operation and re-measured by the applicant.

Trucks Not Fully Loaded - Do not accept the contention that loads are higher in the middle and if leveled would fill the truck. Monitors may check to see if that statement is valid.

Trucks Lightly Loaded - Trucks arrive loaded with treetops (or a treetop) with extensive voids in the load. Trucks need to be loaded to their full capacity with front end loaders or other similar equipment.

Trucks Overloaded - Trucks cannot receive credit for more than the measured capacity of the truck or trailer bed even if material is above the sideboards. If a truck is measured to carry 18 cubic yards, it cannot receive credit for more than 18 cubic yards. However, it can receive credit for less if not fully loaded or lightly loaded as described above.

Changing Truck Numbers - Normally, trucks are listed by an assigned vehicle number and capacity. There have been occasions where truck or trailer numbers with a smaller carrying capacity have been changed to one with a larger capacity. For instance, a 20-cubic-yard truck may have a number for a truck that can carry 30 cubic yards. This can be detected if the applicant periodically re-measures the trucks or records actual State license plate numbers in addition to a description of the truck. Maintaining truck and trailer certifications with attached photos at the DMS tower can assist in mitigating such activities.

Reduced Truck Capacity or Increased Truck Weight - There have been occasions where trucks have had heavy steel grating welded two to three feet above the bed after being measured, thus reducing the capacity or inflating the weight of a load. This can be detected by periodically re-measuring the truck bed or recertifying the truck tare weight.

Wet Debris When Paid by Weight - Excessive water added to debris will increase the weight of the load. When the contractual unit cost is based on weight, this increases the cost to the applicant. Contractors have added excessive water to debris loads to increase the weight when being paid by the ton. This can be detected during monitoring if there is excessive water dripping from the truck bed or by inspecting the truck bed immediately after unloading. The applicant should periodically recertify the truck tare weight.

Multiple Counting of the Same Load - Trucks have been reported driving through the disposal site without unloading, then re-entering with the same load. This can be detected by observing

the time of departure and time of arrival recorded on the driver's load ticket. This may also indicate problems with the applicant's debris monitors at the loading or unloading site. The debris monitors at the unloading area must ensure the truck is empty before it leaves the DMS.

Picking up Ineligible Debris - This is difficult to detect unless debris monitors are watching the pick-up process. Monitors should have a good understanding of eligible debris and any time limits imposed on picking up specific types of debris. Examples (from actual occurrences) include sweeping areas for abandoned cars and white goods, cleaning up illegal dump sites, removing cut trees from subdivisions under development, and removing/cutting trees from off the rights-of-way in rural areas.



Questions to Consider

1. Do you have a process or a strategy for hiring and training debris monitors? If not, who should develop this strategy?

2. Do you have access to a local labor force qualified to perform these functions?

3. What jurisdictional department will coordinate these efforts?

4. Do you have monitoring report procedures and forms established?



To Do Checklist

1. Evaluate and identify staff that will lead the monitoring operations.

2. Identify if additional labor will be required for the monitoring operations and how they will be trained.

3. Establish a record management system to be implemented during a disaster event. The record management system will include:

    a Labor and equipment timesheets

    b. Labor and benefit rates

    c. Personnel pay policy

d. Invoices

e. Load tickets

f. Load ticket summaries

g. All other field documentation that may be required for eligibility considerations.

h. Staff to organize labor and equipment timesheet

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Chapter 12 – Planning for Private Property Debris Removal and Demolition

Chapter Highlights

Labor Resources
Condemnation Criteria and Procedures
- Legal Documentation for Demolition
- Demolition Permitting
- Inspections

Special Use Areas
- Mobile Home Park Procedures
- Navigation Hazard Removal

Questions to Consider
To Do Checklist

Private property debris removal (PPDR) and/or demolition is not common. Public jurisdictions may undertake PPDR and demolition in extreme cases where public health, life, safety, and the economic recovery of the community-at-large are at risk. The planning staff should establish procedures for this type of work in the event this becomes necessary. The planning effort for PPDR and demolition includes the following:

- Criteria for implementing PPDR and demolition operations
- Documentation requirements and procedures
- Inspection and demolition procedures

Throughout the planning process, the staff needs to establish how the private property owner will be included in decisions and operations.

Appendix G, *FEMA DAP9523.13, Debris Removal from Private Property*, and *FEMA DAP9523.4, Demolition of Private* Structures, set forth the FEMA eligibility criteria and requirements that the planning staff should consider when developing the PPDR and demolition strategy.

Labor Resources

Demolition and debris removal from private property is an extremely document- and labor-intensive operation. The planning staff is responsible for assigning tasks to the appropriate departments and labor forces.

Typically, the building safety or inspection section takes the lead during these operations, with the administrative staff collecting and logging all of the required documents. The planning staff may consider employing temporary personnel or contractors for any portion of the operation.

Condemnation Criteria and Procedures

When an applicant assumes the responsibility to demolish structures, it must comply with its normal condemnation procedures. This normally requires a building safety official to contact the homeowner and assess and determine building structural integrity.

The applicant's normal building safety assessment should be used for the disaster condemnation criteria as well. Typically, any building or structure may be condemned if the building official determines that it represents a hazard to the health and safety of the public or poses a threat to public rights-of-way. Following that determination, the applicant would then initiate condemnation proceedings.

Usually, owner notification and condemnation hearings are held in order to give the property owner time to correct the threat without government action. In some cases, liens are secured in order for jurisdictions to enforce the condemnation order. In this case, if the applicant performs the work, executing liens against the property allows the applicant to recoup the costs of demolition and debris removal from the property owner.

The applicant's normal procedures that require multiple notices to property owners, condemnation hearings, and liens may be expedited in the event of a catastrophic disaster that causes a high concentration of debris on private property over a widespread area presenting an immediate health and safety hazard.

In the event of a disaster, it is helpful to have the applicant's laws, regulations, legal notices, and forms within the debris management plan, for reference and use. The planning staff should review the condemnation criteria and procedures for the benefit of the debris management plan.

Legal Documentation for Demolition

An applicant usually has standard procedures that apply to its condemnation process. During the planning process, the applicant may have its legal counsel review and update any documents for inclusion within the plan.

The following is a general list of documents that may be included in the plan.

- **Verification of ownership** ensures that the proper site and owner are identified and the owner is aware of nature of the scheduled building assessment.
- **A right-of-entry form** is signed by the homeowner and allows the building official to enter the property to complete the assessment. It often contains a hold harmless agreement that documents the property owner's promise that he or she will not bring legal action against the applicant if there is damage or harm done to the property.

- **Building official assessment** is the documentation of the damage to the structure and the description of the threat to public health and safety. This assessment often contains the building official's determination as to whether the structure should be condemned and whether it should be repaired or demolished. This may be an official structural assessment.
- **Verification of insurance information** allows the applicant to pursue financial compensation if the property owner's homeowner insurance policy covers demolition and debris removal.
- **Archeological review** outlines the archeological low-impact stipulations for demolition and debris removal activities and highlights the implications for the applicant if they fail to comply with the guidelines.
- **Environmental review** ensures that adverse impacts to protected environmental resources are minimized or avoided when removing debris from the proposed site. These reviews should be acceptable to the appropriate resource agency. Wetlands and other water resources, hazardous materials, and endangered species habitats are among the resources of most frequent concern. Some jurisdictions may also have State or local requirements for the evaluation or assessment of impacts to natural resources.
- **SHPO review** confirms that SHPO has been notified and correspondence has been received absolving the area of any historic significance.
- **Photos** that show the disaster-damaged condition of the property prior to the beginning of the demolition work. This is generally one or more labeled pictures that confirm the address and identified scope of work on the property.

If it is determined that a structure needs to be demolished, additional documentation may be required, not only for the applicant's legal protection, but also for the public's health and safety during the demolition and debris removal operations.

- **Letter or notice of condemnation** is a document signed by the building official that outlines the specific threat to public safety and health.
- **Notice of demolition** is issued to inform the property owner when the demolition will begin; notices shall be posted so as to provide a reasonable period of time in order for personal property to be removed. The applicant should attempt to notify the property owner, if not already contacted, through direct mail and local media.
- **Notice of intent to demolish** is normally for the public health and safety of the neighboring residents. This notice is conspicuously posted on the structure to be demolished.

Demolition Permitting

Applicants may have a demolition permitting process in place. The planning staff may want to use those demolition permit requirements during a disaster-related demolition project.

Common requirements for obtaining a demolition permit include a demolition plan, public notification, inspection requirements, and a hazardous waste report.

The demolition strategy may require the following information:

1. **Site map**, to scale, showing the site with all structures and other features of interest.
2. **Site ingress and egress** showing the fronting streets and planned route for the project. This may also include a movement of traffic strategy. Normal traffic will need to be diverted into other lanes.
3. **Site preparation documents** illustrate any pre-demolition work that may be required. Examples include erosion control, vegetation removal, or utility pole adjustments.
4. **Staging strategies** show the sequence of events prior to, during, and after demolition of the structure.
5. **Hazardous waste handling requirements** detail if contents of the structure require dust suppression or wet demolition. These provisions also describe how hazardous waste or environmentally sensitive materials will be handled or disposed. This includes HHW and white goods. Asbestos requires specialized removal, handling, and disposal personnel and permits.

Special documents or strategies may be required if the demolition of the building involves shoring, stabilizing structures, or any other special circumstances that may jeopardize another structure or the public's health and safety.

Once it has been established that the building is to be demolished and the required processes are underway, a notification to demolish notice is posted on the building.

Inspections

The applicant normally conducts regular inspections of demolition sites a few days prior to, the day of, during (occasionally), and upon completion of the operations. Inspectors generally take photographs at each site visit for their records. These inspections and verifications generally include the following:

1. **Water and sewer/septic tank inspection** to verify the utilities have been terminated and isolated from the proposed sphere of influence during the demolition operations. The inspector normally verifies that all other utilities have been terminated during the same visit.

2. **Occupancy inspection** is conducted immediately prior to demolition to ensure that no one is physically in the building.
3. **Open void inspection** is performed if the structure has a basement that is to be filled. This inspection will be conducted once the above-grade structure is gone and the inspector can visually see the entire below-grade excavation.
4. **Post-demolition inspection** is completed once the structure is demolished, the debris is removed, and the site graded.

The applicant usually requires that a hazardous materials report be submitted to the State environmental protection agency. This report normally includes a description of any hazardous material that was found in the building, the means and measures to collect it, and the final disposal location of the hazardous waste.

A checklist that may be used for demolition activities is available in Appendix F, *Demolition Checklist.*

Special Use Areas

The discussion so far has pertained to fairly low density situations, such as single-family homes or businesses on individual sites. Planning staff may need to consider specific areas of their jurisdiction that require additional planning and coordination for debris operations. Mobile home parks and navigation hazards present intense and sometimes complicated obstacles for the debris operations.

Mobile Home Park Procedures

Higher density situations, specifically mobile home parks, create an extensive amount of mixed debris in a relatively small area. The planning staff may consider the same procedures for individual sites as a basis to be used in mobile home parks but should expect a more intense operation in all accounts of the operation.

The most complex aspect of the operation may be documenting legal responsibility within the parks. Sometimes the mobile home park site is owned, operated, and maintained by one or more parties. The individual homes may be owned by one of those same parties or by the individuals that occupy the structures.

As part of the planning exercise, the planning staff may investigate the legal responsibility for debris issues within the mobile home parks within its jurisdiction. The applicant should coordinate the potential PPDR and demolition operations with the park owners in order to expedite recovery after an event. Agreements need to be made with respect to the debris collection, location, separation of materials, and the amount of debris expected to be handled.

Navigation Hazard Removal

Damage to publicly-owned marinas caused by a major disaster can include abandoned sunken boats and other debris that may impede navigation. The procedures used for individual sites may be modified for this situation.

The applicant should coordinate with USCG, the State marine patrol, local government agencies, legal counsel, marine salvage contractors, commercial divers, and certified surveyors to ensure that navigation hazards are removed safely and efficiently.

The two main challenges with navigation hazards are locating the debris and finding legal owners. Marinas can be inspected visually by a helicopter or boat. Sonar or dive teams may need to be employed for submerged vessels. A location or flotation marker may be helpful in order to keep vessel positions documented. The legal owner's information may be obtained by using the vessel's registration number and marina records.



Questions to Consider

1. How do your laws, codes, and ordinances address entering and condemning private property?

2. What are your emergency police powers as they relate to demolishing private property?

3. Who is responsible for enforcing the existing laws, codes, and ordinances with regard to private property?

4. How do you (the applicant) protect yourself from legal action when taking action on private property?



To Do Checklist

1. Review, assess, and revise laws, codes, and ordinances to address emergency demolition activities.

2. Assign a primary point of contact to manage the demolition and private property debris removal operations.

Chapter 13 – Health and Safety Strategy

Applicants should include a health and safety strategy in the overall debris management plan. This enables applicants and their contractors to avoid accidents during debris recovery operations and to protect workers from exposure to hazardous materials. The health and safety strategy should establish minimum safety standards for the applicant and contractor personnel to follow.

To facilitate cooperation between applicant and contractor employees, the health and safety strategy should specify how the applicant will disseminate safety information to all emergency workers and how the applicant will monitor compliance with the minimum safety standards. The strategy should also include specific corrective actions to be taken if workers do not comply with the minimum safety standards.

The health and safety strategy should identify potential hazards at debris loading areas and DMS. Debris operations involve the use of heavy equipment to move and process various types of debris. Many of these actions can pose safety hazards to emergency response and recovery personnel and the public. In addition to those safety hazards, exposure to certain types of debris, such as building materials that contain asbestos and mixed debris that contains hazardous materials, can pose potential health risks to emergency workers.

The health and safety strategy should provide emergency workers with information on how to identify hazardous conditions and specific guidelines on the appropriate and proper use of personal protective equipment.

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Chapter 14 – Public Information Strategy

Chapter Highlights

Assignment of Tasks
Information to be Included
- Collection
- Debris Management Sites

Distribution Strategy
- Update and Redistribution
- Debris Information Center

To Do Checklist

After a disaster, residents want answers regarding recovery operations. The goal of the public information strategy is to ensure that the residents are given accurate and timely information for their use and own individual planning purposes. If information is not distributed quickly, rumors and misinformation spread and erode confidence in applicant management of the recovery operations.

Assignment of Tasks

The public information strategy should assign staff the following tasks:

- Prepare information to be distributed.
- Process to distribute the information.
- Process to update, correct, revise, and redistribute information as operations progress.
- Establish a debris information center or a venue to address all concerns, questions, and complaints.

Information to be Included

The information should include the parameters, rules, and guidelines of debris operations so residents can begin their personal recovery activities. The staff responsible for developing and writing the information must present the information in a clear, direct, and organized manner. The language used must be simple and easy for all residents to understand. Jargon and acronyms only lead to confusion and are ineffective. Information may have to be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.

The public information campaign answers the same questions addressed during the debris management planning process. The following is a list of topics that should be included within the campaign.

Collection

How will the debris be collected?

If curbside collection:

- Will applicant employees or a contractor collect the debris?
- What are the schedules and the routes for collection?
- What is the final collection date for streets, sectors, or subdivisions?
- What type of debris will be collected?

If collection centers:

- Where are the collection centers?
- What are the daily collection center hours?
- Is debris to be segregated at the collection centers?
- What types of debris will be accepted at the centers?
- How long will the collection centers accept disaster-related debris?

Debris Management Sites

A collection center and a DMS may be the same site. If so, the same information for the collection centers above applies to the DMS, along with:

- Where can a resident find a site map of the DMS for public debris drop off of HHW, construction and demolition debris, etc? Are these areas segregated and well marked for vehicular traffic?
- Will residents be charged a fee to use the DMS?
- Will residents be restricted as to how much disaster-related debris can be dropped off at the DMS?
- Will the DMS have burning, chipping, or grinding operations? If so, during which hours will these activities take place? Address any environmental concerns the public may have as well.
- How long will residents be able to bring their disaster-related debris to the DMS?
- How long will the DMS be open to process (reduce/recycle) debris?
- Are there traffic changes that will impact the general public due to the location or operation of the DMS?

Distribution Strategy

The public information strategy should include its methods to disseminate the prepared information to the general public. This can be accomplished in a number of ways. The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters.
- **Internet Site** – Applicant website and debris information flyers for printing.
- **Public Forums** – Interactive meetings at town hall or shopping mall kiosks.
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards.

The public information staff must take advantage of every information vehicle available if power, utilities, and other infrastructure have been damaged. Many times the best carriers of information are the responders in the field. The general public recognizes their role and frequently asks questions regarding the operations. Stocking the equipment and trucks with flyers, pamphlets, and other print media allows responders to perform their duties while also satisfying the public's need for information.

Update and Redistribution

Residents hold community leaders responsible for misinformation and slow progress if information is not routinely updated to remain current and accurate. The planning staff must consider how the public information strategy addresses changes and revisions as the debris removal operations progress. The changes in operations directly affect how often information to the general public is distributed.

During the early stages of the operations, the applicants may rely on the immediate transmission of the information, such as through radio and television, to update the general public regarding the debris removal operations. Once the operations become more routine and predictable, the information can be distributed through the print media, such as newspapers, mailings, and flyers.

Debris Information Center

Applicants should establish a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at-large. The platform for the debris information center may be personal interactions at city hall, a telephone hotline, internet site, or a specific post office box. Regardless of the venue, it is important for applicants to address the residents' concerns, complaints, and questions in a timely and efficient manner.

The feedback from the information center gives the management staff an indication of how effective and efficient the operations are progressing. The management staff may use this information to adjust operations appropriately.

The debris information center may also be utilized to report fraud. Disaster victims want a full and quick recovery and have little tolerance of being taken advantage of during an already trying time. The ability to report fraud and crime is important to the public's feeling of safety and well being when the applicant's law and code enforcement agencies are stretched thin. Applicants should take advantage of residents' eyes and ears after a disaster event and provide an outlet for reporting crime and fraud within the recovery operations.



To Do Checklist

Assign staff to:

1. Prepare debris removal operations information.
2. Establish a process and strategy to distribute the information.
3. Update, correct, revise, and redistribute information as operations progress.
4. Establish and staff a debris information center.

PART III – FEDERAL GOVERNMENT OPERATIONS

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Part III – Federal Government Operations

Introduction

Part III describes the Public Assistance staff organization and the other Federal agencies' debris-related roles and responsibilities for disaster events.

FEMA's Public Assistance staff will assemble a debris management team for the size and scope of the disaster. This team is responsible for providing debris-related technical assistance to applicants and managing the Public Assistance grant process. Chapter 15, *FEMA Public Assistance Operations*, describes the staff organizational structure and the roles and responsibilities of each staff member.

Chapter 16, *Other Federal Assistance*, provides an overview of additional Federal agencies' roles and responsibilities for disaster-related debris activities. This chapter also describes FEMA Mission Assignments that may be tasked to other Federal agencies.

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Chapter 15 – FEMA Public Assistance Operations

Chapter Highlights

Public Assistance Organizational Structure
Public Assistance Staff Roles and Responsibilities
- Infrastructure Branch Director
- Public Assistance Group Supervisor
- Public Assistance Debris Task Force Leader
- Public Assistance Coordinator Crew Leader
- Public Assistance Debris Technical Specialist
- Public Assistance Debris Monitoring Specialist
- Additional Support for the Public Assistance Organization

Debris Operations Strategy

FEMA's Public Assistance Program goal during recovery operations is to supply staff and technical support to the applicants for the timely, efficient, and accurate production of Public Assistance grants. This is accomplished by the Public Assistance staff fulfilling their established roles and responsibilities and following the disaster-specific Debris Operations Strategy.

This chapter gives an overview of the organizational structure used by the Public Assistance organization, a summary of roles and responsibilities for the Public Assistance debris staff, and a general outline of the Debris Operations Strategy that will be developed by the debris management team.

Public Assistance Organizational Structure

FEMA Public Assistance follows a staffing organization called Incident Command System (ICS) that allows the Public Assistance organization to expand and contract depending on need. ICS defines the nomenclature, roles, and responsibilities of the staff members in order to ensure consistency across disasters. The following organization chart illustrates one example of staff organization under ICS.

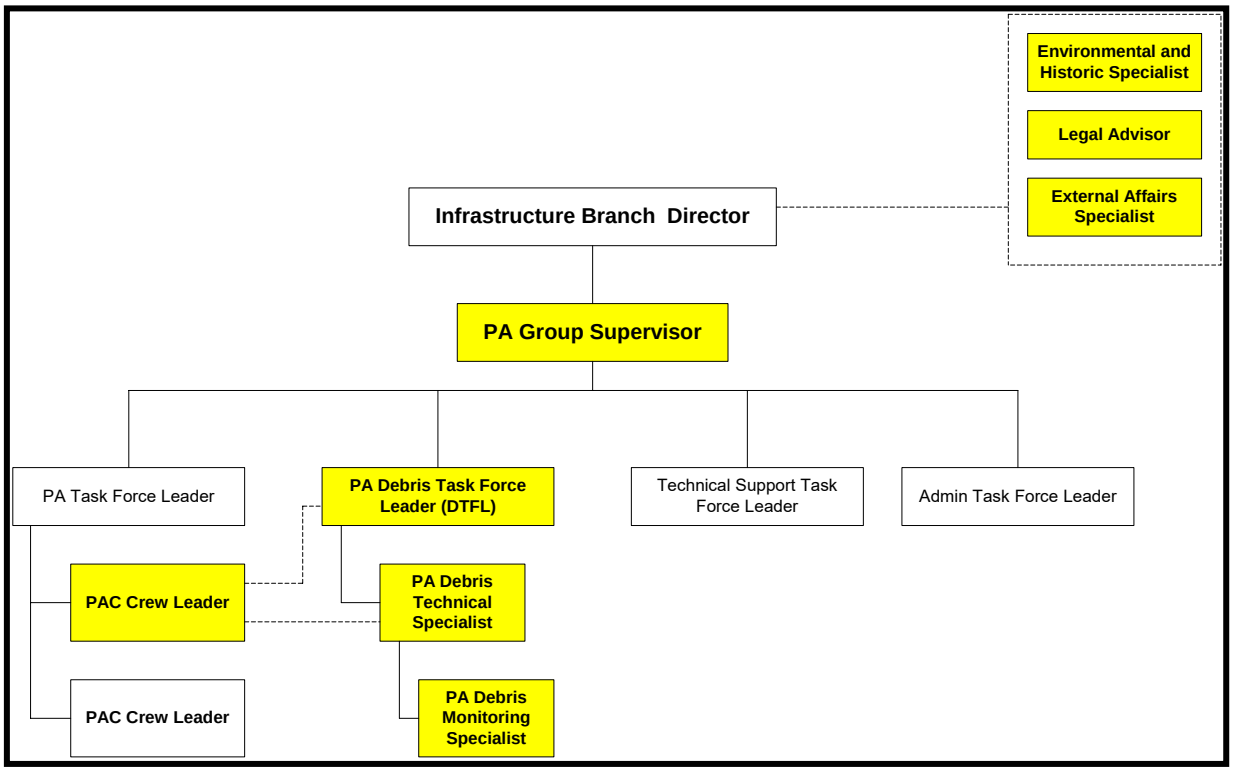


Figure 15.1 – Example Public Assistance Organization Chart

Public Assistance Staff Roles and Responsibilities

The amount of staff depends on the size and severity of the disaster. The Public Assistance staff roles and responsibilities are outlined in the descriptions below.

Infrastructure Branch Director

The Infrastructure Branch Director coordinates the restoration of essential public services and administers the Public Assistance Program. The Infrastructure Branch Director is responsible for:

- Identifying cross-programmatic issues and facilitating coordinated problem solving among the Program areas
- Requesting assistance outside of the Public Assistance Program to include supplemental Federal assistance in the form of Mission Assignments, to be completed by supporting Federal agencies

Public Assistance Group Supervisor

The Public Assistance Group Supervisor manages the overall Public Assistance Program. The Public Assistance Group Supervisor is responsible for:

- Identifying major debris issues and applicants with potential debris problems based on the Preliminary Damage Assessment (PDA) and in coordination with the State Public Assistance Group Supervisor
- Ensuring and approving the development of a Public Assistance Debris Operations Strategy
- Obtaining staffing resources to assist in managing debris operations (e.g. a Public Assistance Debris Task Force Leader and an appropriate number of Public Assistance Debris Technical Specialists and Public Assistance Debris Monitoring Specialists)
- Providing the Debris Task Force Leader with guidance and direction on problems, procedures, and policies pertaining to debris operations
- Coordinating debris-related Mission Assignments
- Advising the Infrastructure Branch Director on potential debris issues
- Allocating and approving the proper funding levels

Public Assistance Debris Task Force Leader

It is the responsibility of the Public Assistance Debris Task Force Leader (DTFL) to manage the debris operations under the direction of the Public Assistance Group Supervisor. The DTFL is responsible for:

- Ensuring that a Debris Operations Strategy is developed and implemented
- Providing applicants with technical assistance by conducting technical reviews of debris management plans and contracts to document compliance with the requirements of the Public Assistance Program eligibility criteria
- Assigning personnel to assist the applicant in developing the eligible debris scope of work for Public Assistance grants
- Coordinating with the Legal Advisor to review proposed debris-related contracts provided by applicants
- Managing all debris field staff
- Ensuring all of the debris field staff are properly trained
- Providing Public Assistance Coordinator Crew Leaders with information concerning procedures and policies pertaining to debris operations
- Coordinating debris-related Mission Assignments

- Reporting all potential debris issues to the Public Assistance Group Supervisor
- Compiling and submitting reports on debris operations to the Public Assistance Group Supervisor and the Infrastructure Branch Director

Public Assistance Coordinator Crew Leader

A Public Assistance Coordinator (PAC) Crew Leader is a customer service manager who works with the applicants to ensure that all applicants' Public Assistance grants are processed as efficiently as possible. The DTFL and Public Assistance Debris Technical Specialist keep the PAC Crew Leader informed of debris eligibility concerns. The PAC Crew Leader is responsible for:

- Serving as an applicant's single point of contact concerning eligibility considerations and Public Assistance grant status
- Coordinating and communicating with the Public Assistance Debris Technical Specialist and DTFL for the assigned applicants' debris issues
- Identifying debris issues during the Kickoff Meeting
- Educating the applicant on the availability of Public Assistance grants for debris operations
- Assisting the applicant in establishing priorities
- Managing resources and coordinating with debris staff on Public Assistance Program issues

Public Assistance Debris Technical Specialist

The Public Assistance Debris Technical Specialist provides applicants technical assistance and support for debris management issues and for the applicants' debris Public Assistance grants. The Public Assistance Debris Technical Specialist is responsible for:

- Estimating quantities of debris
- Collecting monitoring information from the Public Assistance Debris Monitoring Specialists in the field
- Formulating, developing, and writing the Public Assistance grants
- Recommending eligibility of debris projects within the Public Assistance grants
- Managing the Public Assistance Debris Monitoring Specialists
- Informing the PAC Crew Leader and DTFL of potential debris issues
- Supplying debris-related reports and progress updates to the DTFL

Public Assistance Debris Monitoring Specialist

The Public Assistance Debris Monitoring Specialist is responsible for monitoring and documenting debris removal activities in accordance with the debris monitoring strategy, and issues that may impact compliance with the rules and regulations that pertain to FEMA-funded activities. The Public Assistance Debris Monitoring Specialist is specifically responsible for:

- Recording quantities of debris accurately on load tickets and other documentation that may be outlined in the Debris Operations Strategy
- Completing reports such as daily logs, load tickets, incident reports, periodic reports, photographs, and sketches
- Coordinating with the applicant and contractor on daily operations
- Supplying completed paperwork
- Requesting necessary resources from the Public Assistance Debris Technical Specialist

Additional Support for the Public Assistance Organization

Other support may be available to assist the Public Assistance Group Supervisor and DTFL with technical, legal, and information issues.

- **Environmental and Historic Specialists** provide technical assistance to Public Assistance staff, management, and the applicant on environmental and historic preservation considerations for debris operations. These specialists research environmental and historic preservation compliance regulations and requirements for Public Assistance staff and applicant briefings. They coordinate with the PAC Crew Leader and Public Assistance Debris Technical Specialist to conduct site visits in order to identify potential environmental and historic preservation site considerations. Additional tasks include recommending eligibility determinations and supplying cost estimates for environmental and historic preservation compliance. Environmental and Historic Specialists provide documentation, comments, and recommendations for any Public Assistance grant that may have environmental and/or historical preservation issues that could impact the grant funding.

- **Legal Advisors** provide legal review and recommendations on issues that may impact the Public Assistance grant process, along with interpretation of Public Assistance regulations and policies. They review proposed and active debris contracts, right of entry permits, and hold harmless agreements. The legal advisors also provide counsel to the Public Assistance staff on such issues as land acquisition, condemnations, insurance requirements, liability, duplication of benefits, and environmental and historic preservation.

- **External Affairs Specialists** are responsible for all of the Public Assistance communications to outside media outlets including newspapers, radio, television, and the internet. The External Affairs Specialists coordinate with the Infrastructure Branch Director, Public Assistance Group Supervisor, and DTFL to clearly communicate debris policy, decisions, and initiatives.

Debris Operations Strategy

The most common tool used to accomplish FEMA's Public Assistance debris operations goal is the development and implementation of a Debris Operations Strategy. The Debris Operations Strategy is used to identify issues, assign the appropriate amount of staff, and report progress throughout the recovery efforts. It is a dynamic document meant to be updated to reflect the ongoing progress of the recovery operation and document debris-related decisions.

The DTFL is responsible to ensure the Debris Operations Strategy is written and implemented accordingly. The size and severity of the disaster dictates how detailed the strategy should be. Most strategies include the following key elements:

1. Situational analysis
2. Estimated quantities of debris, which may include specific types of debris
3. Specific debris-related eligibility issues, to include identification and resolutions
4. Concept of operations, to include staffing, goals, and reporting
5. Outline of Public Assistance grant development and routing process within the Public Assistance field office
6. Mission Assignment reporting and any other interagency coordination processes (if applicable)
7. Safety strategy for debris operations. Appendix E, *Debris Collection and Management Site Hazard Analysis*, contains information on safety considerations.

Chapter 16 – Other Federal Assistance

Chapter Highlights

Authorities of Federal Agencies
- United States Army Corps of Engineers
- United States Coast Guard
- United States Department of Agriculture's Natural Resources Conservation Service
- Environmental Protection Agency
- Federal Highway Administration

FEMA Mission Assignments
- Federal Agencies that Perform Mission Assignments
- Requirements
- Process
- Types of Mission Assignments
- Scope of Work
- Costs

Federal assistance may be available from other Federal agencies and departments in two different ways:

1. Another Federal agency is invested with the authority to address various aspects of debris-related work;
2. FEMA tasks another Federal agency or department with a debris-related Mission Assignment to accomplish the work.

These two types of assistance are distinct and separate. For example, the USCG has the authority to coordinate the removal of navigational hazards within their jurisdictional boundaries; therefore, the USCG would not be issued a FEMA Mission Assignment to complete the same work.

This chapter provides a general description of some of the Federal agencies and departments that provide debris-related work and provides a summary of Mission Assignments.

Authorities of Federal Agencies

There are Federal agencies and departments, other than FEMA, that have the authority to remove debris and/or coordinate and manage debris-related activities for their specific jurisdiction.

The following describes several Federal agencies' normal responsibilities and their debris-related authority and/or jurisdiction.

United States Army Corps of Engineers

USACE's mission is to provide design and management services for the construction of military facilities for the army and air force; design and construction management support for other defense and Federal agencies; and planning, design, construction, and operation of water resource and other civil works projects. USACE's authorities for debris-related activities include:

- Developing projects for the collection and removal of drift and debris from publicly maintained commercial harbors and from land and water areas immediately adjacent thereto.
- Continuing debris collection programs for five specific harbors of the United States.
- Removing sunken vessels or other obstructions from navigable waterways under emergency conditions.

Please see Appendix G, *FEMA RP9524.3, Policy for Rehabilitation Assistance for Levees and Other Flood Control Works - Decision Tree*, for further information.

United States Coast Guard

USCG is a military, multi-mission, maritime service within the Department of Homeland Security and one of the nation's five armed services. USCG has five fundamental roles: maritime safety, maritime security, maritime mobility, national defense, and protection of natural resources.

USCG is tasked to conduct the following debris-related activities in coordination with EPA:

- Conduct emergency removal of oil and hazardous materials from coastal zones.
- Coordinate removal of navigational hazards.
- Provide technical assistance on contaminated debris in coastal zones.

United States Department of Agriculture's Natural Resources Conservation Service

NRCS, formerly called the Soil Conservation Service, provides technical and financial assistance to private land owners, land users, communities, and units of State and local governments in planning and implementing conservation systems in an effort to conserve soil, water, and other natural resources.

NRCS is limited in its authority in that debris-related activities are limited to either runoff retardation or soil erosion prevention in response to a sudden impairment in the watershed which creates an imminent threat to life or property. Typically, this includes debris within, or close proximity to, a channel.

Environmental Protection Agency

EPA's role is to establish minimum regulatory standards that are, in most cases, implemented by the State, and to provide technical assistance. EPA administers other laws as well that may impact the management of debris.

EPA's primary authorities related to debris removal fall into two categories:

- Cleaning up debris that is mixed with or contains oil or hazardous materials in coordination with the USCG.
- Establishing a standard for proper management of debris.

Federal Highway Administration

FHWA provides Federal financial resources and technical assistance to State and local governments for constructing, preserving, and improving the National Highway System. FHWA has an Emergency Relief (ER) Program to support the repair or reconstruction of Federal-aid highways and roads on Federal lands which have suffered damage as a result of natural disasters or catastrophic failures from an external cause.

FHWA's authority for debris-related activities is limited to debris removal and disposal within their jurisdiction when the ER Program is activated.

Please see Appendix G, *FEMA RP9580.202, Fact Sheet: Debris Removal – Authorities of Federal Agencies*, for additional information.

FEMA Mission Assignments

When an impacted State or local government does not have the capability required to respond to a Presidentially declared disaster, a request for Technical or Direct Federal Assistance may be made. The approved request is called a Mission Assignment. A Mission Assignment is a work order issued by FEMA to another Federal agency directing completion of a specific assignment in anticipation of, or response to, a Presidential declaration of a major disaster or emergency.

Federal Agencies that Perform Mission Assignments

FEMA-issued Mission Assignments are performed by teams established by the National Response Plan (NRP). The NRP is a structured strategy that aligns Federal agencies and

departments to respond to disasters. These Federal teams are called Emergency Support Functions (ESF).
There are two ESFs that perform debris-related activities under FEMA Mission Assignments:

- **ESF #3 – Public Works and Engineering** is responsible for infrastructure protection, emergency repair, and restoration. This group provides engineering services and construction management, and serves as a critical infrastructure liaison. USACE is the lead agency for ESF #3.
- **ESF #10 – Oil and Hazardous Material Response** is responsible for responding to oil and hazardous material issues, environmental safety, and short- and long-term cleanup. The two most commonly deployed agencies that deal with these debris-related activities are EPA and USCG.

Requirements

All Mission Assignments have the following requirements:

- The Mission Assignment must be requested by the State.
- The community must demonstrate that the required disaster-related efforts exceed State and local resources.
- The scope of work must include specific quantifiable measurable tasks.
- FEMA issues mission assignments.

Process

The process to request and utilize Mission Assignments is as follows:

- The community demonstrates the work is beyond its capabilities.
- The State makes a formal request to FEMA for the Mission Assignment.
- FEMA reviews the request, and if approved, assigns it to a Federal agency.
- FEMA assigns qualified staff to coordinate and monitor the Mission Assignment activities.
- The assigned agency performs the scope of work included within the Mission Assignment.
- The assigned agency submits a bill to FEMA upon completion.
- FEMA informs the State of the required cost share.

Types of Mission Assignments

There are two types of Mission Assignments related to debris operations: Technical Assistance and Direct Federal Assistance.

Technical Assistance

Technical Assistance Mission Assignments are available when the State, tribe, or local community lacks technical knowledge or expertise to accomplish an eligible task. Technical assistance may be authorized in anticipation of a declaration of a major disaster or emergency. Eligible debris-related assistance provided through Technical Assistance includes assisting the State and/or applicants in the development of its overall debris management plan, and may include developing DMS plans, monitoring strategies, load ticket processes, and contracting guidelines. Technical Assistance is provided at 100 percent Federal share.

Direct Federal Assistance

Direct Federal Assistance Mission Assignments allow a Federal agency to perform debris activities on behalf of the State or applicant. Direct Federal Assistance Mission Assignments apply only to Emergency Work (debris removal and emergency protective measures) and must meet the general FEMA eligibility criteria for Emergency Work. Federal agencies must comply with all applicable regulations, laws, policies, requirements, and procedures.

An additional requirement for Direct Federal Assistance is that the State must provide a letter giving the Federal agency debris removal authority.

Scope of Work

In order to prepare the scope of work for a Mission Assignment, the community must provide information to the State about the specific geographic locations or easily definable areas where debris is located as well as estimated types and volumes of debris. The scope of work should be defined for FEMA's consideration.

Eligible debris-related activities provided by Direct Federal Assistance include:

- Removing debris from critical roadways and facilities.
- Removing debris from curbsides or from eligible facilities and hauling it to either temporary or permanent disposal sites.
- Identifying, designing, operating, and closing DMS.
- Monitoring debris removal operations.
- Demolishing and/or removing disaster-damaged structures and facilities in accordance with FEMA regulations and policies.

The duration of Mission Assignments for debris removal is limited to 60 days from the disaster declaration date. The time frame may be extended only under extenuating circumstances pursuant to 44 CFR Part 206.208(d).

Costs

Direct Federal Assistance Mission Assignments are subject to the cost-sharing provisions applicable to the disaster. The State will agree in advance to reimburse FEMA for the appropriate non-Federal share of the work including the overhead of the Federal agency assigned the Mission Assignment.

100 Percent Funding for Direct Federal Assistance

In some cases, the President may authorize 100 percent Federal funding for emergency work or debris removal.

FEMA will provide at 100 percent Federal share the cost of actual debris clearance and/or removal accomplished, not **Mission Assignment task orders** initiated, during the designated period. This includes debris clearance, pickup, hauling, processing, and disposal activities FEMA authorizes during the designated period. If further Federal assistance is necessary for debris clearance or removal after the designated period, the prevailing cost-share rate for that particular disaster applies.

See *FEMA RP9523.9, 100% Funding for Direct Federal Assistance and Grant Assistance*, for additional information.

Acronyms

C&D	Construction and Demolition
CBRA	Coastal Barrier Resources Act
CBRN	Chemical, Biological, Radiological, and Nuclear
CBRS	Coastal Barrier Resources System
CFR	Code of Federal Regulations
CWA	Clean Water Act
CZMA	Coastal Zone Management Act
DMS	Debris Management Site
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
EO	Executive Order
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
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
PA	Public Assistance
PDA	Preliminary Damage Assessment
PNP	Private Non-Profit
PPDR	Private Property Debris Removal
PW	Project Worksheet
RCRA	Resource Conservation and Recovery Act
RFQ	Request for Qualifications
SHPO	State Historic Preservation Officer
SWM	Solid Waste Management
USACE	United States Army Corps of Engineers

USCG	United States Coast Guard
USDA	United States Department of Agriculture
WMD	Weapon of Mass Destruction
WSRA	Wild and Scenic Rivers Act

Terms Used in This Document

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.

Construction and Demolition Debris (C&D) - The definition of construction and demolition debris may vary between States. Construction and demolition debris can be defined 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, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

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, trees, construction and demolition material, and personal property.

Debris Clearance - Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

Debris Management Site (DMS) - A location where debris is sorted, processed, reduced in volume, and/or disposed of (if debris management activities take place at a permanent disposal site).

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.

Demolition - The act or process of reducing a structure, as defined by State or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

Force Account Labor - Labor performed by the applicant's permanent, full time, or temporary employees.

Garbage - Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and papers.

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.

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.

Household Hazardous Waste (HHW) - Used or leftover contents of consumer products that contain chemicals defined in regulatory terms under the Resource Conservation and Recovery Act as appearing on one of the four hazardous waste lists or exhibiting one of the following characteristics: ignitability, corrosivity, reactivity, or toxicity. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

Infectious Waste - Waste capable of causing infections in humans, including contaminated animal waste, human blood and blood products, isolation waste, pathological waste, and discarded sharps (needles, scalpels, or broken medical instruments).

Legal Responsibility - In the context of debris management, a statute, formally adopted legal code, or ordinance that gives local government officials responsibility to perform work on public and/or private property.

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 Public Assistance grant reimbursement.

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.*

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.

Outbuilding - Any structure secondary to a house such as a barn, shed, or outhouse separated from the main structure.

Piggyback Contract - Term used to describe a type of goods or services procurement. A piggyback contract is a contract let by a government entity which is adopted and extended for use by another government entity.

Recycling - Activities by which discarded materials are collected, sorted, processed, and converted into raw materials and are then used in the production of new products.

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.

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.

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.

Tipping Fee - A fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs. The fee also may include amounts to cover the cost of closing the current facility and/or opening a new facility.

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.

White Goods - White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.

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APPENDICES

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Appendices

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Appendix B – USACE Hurricane Debris Estimating Model

Appendix C – FEMA Forms

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FF90-128	Applicant's Benefits Calculation Worksheet
FF90-127	Force Account Equipment Summary Record
FF90-125	Rented Equipment Summary Record
FF90-126	Contract Work Summary Record
FF90-124	Materials Summary Record
FF90-91D	Project Worksheet – Photo Sheet

Appendix D – Sample Monitoring Forms

Load Ticket
Tower Monitor Log
Roving Monitor Report
Daily Issue Log
Truck Certification Form

Appendix E – Debris Collection and Management Site Hazard Analysis

Appendix F – Demolition Checklist

Appendix G – FEMA Policies and Fact Sheets

FEMA DAP9523.4	Demolition of Private Structures
FEMA DAP9523.11	Hazardous Stump Extraction and Removal Eligibility
FEMA RP9523.12	Debris Operations - Hand-Loaded Trucks and Trailers
FEMA DAP9523.13	Debris Removal from Private Property
FEMA RP9524.3	Policy for Rehabilitation Assistance for Levees and Other Flood Control Works - Decision Tree
FEMA RP9525.7	Labor Costs – Emergency Work
FEMA RP9580.4	Fact Sheet: Debris Operations – Clarification: Emergency Contracting vs. Emergency Work
FEMA RP9580.201	Fact Sheet: Debris Removal – Applicant's Contracting Checklist
FEMA RP9580.202	Fact Sheet: Debris Removal – Authorities of Federal Agencies
FEMA DAP9580.203	Fact Sheet: Debris Monitoring

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APPENDIX A – DEBRIS MANAGEMENT PLAN OUTLINE

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Debris Management Plan Outline

I. Staff Roles and Responsibilities

A. Staffing Organizational Chart

B. Roles and Responsibilities

1. Staffing Assignments and Duties
2. Administration
3. Contracting and Procurement
4. Legal
5. Operations
6. Engineering

C. Emergency Communications Strategy

D. Health and Safety Strategy and Procedures

E. Training Schedule

II. Situation and Assumptions

A. Design Disaster Event

B. Forecasted Debris
1. Forecasted Types
2. Forecasted Locations

III. Debris Collection Plan

A. List Priorities

B. Response Operations

C. Recovery Operations

1. Estimating Staff, Procedures and Assignments
2. Collection Method
   a) Curbside Collection
   b) Collection Centers
3. Collecting Hazardous Waste and White Goods
4. Monitoring Staff and Assignments

IV. Debris Management Sites

A. Site Management
   1. Site Manager
   2. Monitoring Staff and Assignments
   3. Safety Personnel

B. Establishment and Operations Planning
   1. Permits
   2. Locations
      a) Baseline Data for Each Location
      b) Ingress/egress for Sites
   3. Site Layouts
   4. Site Preparation
   5. Site Layout
   6. Volume Reduction Methods
      a) Incineration
      b) Grinding and Chipping
   7. Recycling
   8. Environmental Monitoring Program
   9. Site Closure

V. Contracted Services

A. Emergency Contracting/Procurement Procedures

B. Debris Operations to be Outsourced

C. General Contract Provisions

Debris Management Plan Outline

D. Qualification Requirements

E. Solicitation of Contractors

VI. Private Property Demolition and Debris Removal

A. Condemnation Criteria and Procedures
   1. Legal Documentation
   2. Demolition Permitting
   3. Inspections

B. Mobile Home Park Procedures

C. Navigation Hazard Removal Procedures

VII. Public Information Strategy

A. Public Information Officer

B. Pre-scripted Information

C. Distribution Strategy

Appendices

Maps of jurisdiction and priorities
Staffing assignment maps
Load Ticket
Debris Monitor Reports
Truck Certification List
Load Ticket System

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APPENDIX B – USACE HURRICANE DEBRIS ESTIMATING MODEL

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USACE HURRICANE DEBRIS ESTIMATING MODEL

U.S. Army Corps of Engineers
Hurricane Debris Estimating Model

Background

- The U.S. Army Corps of Engineers (USACE) Emergency Management staff has developed a modeling methodology designed to forecast potential amounts of hurricane generated debris.
- Based on actual data from Hurricanes Frederic, Hugo and Andrew.
- The estimated quantities produced by the model have a predicted accuracy of ± 30%.
- The primary factor used by the model is the number of households in a developed urban/suburban area.
- Other factors utilized are:
  - Cubic yards of debris generated per household per storm category.
  - Vegetative cover.
  - Commercial density.
  - Precipitation.
- Household debris includes damage to the house, contents and surrounding shrubs/trees.
- Vegetative cover includes all trees and shrubbery located along public rights-of-way, parks and residential areas.
- Commercial density includes debris generated by damage to businesses and industrial facilities.
- Private contractors will remove the majority of commercial related debris; however, disposal/reduction space is still required.
- Very wet storms will cause ground saturation, increasing tree fall.

Initial Planning Data

- For planning purposes, the worst case scenario should be used for the subject area.
- The most accurate process is to determine the defined areas by using Doppler Radar (National Weather Service Broadcasts) and Geographical Information Systems (GIS).
- Doppler radar will define the storm's intensity and the exact track of the eye of the storm in relation to the affected area.
- Track the storm and plot the eye path and 5-mile wide bands out from the eye to define areas and estimate wind speeds.
- The wind speed of the eye wall normally determines the reported storm category with the outward or 5-mile bands being a lesser category.

USACE HURRICANE DEBRIS ESTIMATING MODEL

- Track the storm inland until the wind speeds dissipate below hurricane strength.
- Divide outlined areas by storm category.
- Enter coordinates into a GIS database to determine areas and demographic information, such as:
    - Population.
    - Schools.
    - Businesses.

STEP 1—ESTIMATING DEBRIS QUANTITIES

The formula used in this model will generate debris quantity as an absolute value based on a known/estimated population or a debris quantity per square mile based upon population density per square mile.

- Determine population (P) in the affected area.
- For example, 1990 census data for Harrison County, MS, is 165,500.
- P = 165,500.
- The assumption of 3 persons per household (H) is used for this model.
- Known/estimated population (P) for a jurisdiction may be used to determine a value for H or H=P/3.

Example

A category 4 storm passes through Harrison County, MS. The area is primarily single family dwellings with some apartment complexes, schools, and shopping centers. Vegetation characteristic is heavy because of the proliferation of residential landscape shrubbery and trees throughout the area. The storm is very wet, with rain before and continuing for a few days after the hurricane.

Formula: Q= H(C)(V)(B)(S)

H= P/3= 165,500/3 = 55,167 (3 persons/household)

C= 50 (Factor for a Category 4 storm)

V= 1.5 (Multiplier for heavy vegetation)

B= 1.3 (Multiplier for heavy commercial due to schools/stores/apartments)

S= 1.3 (Multiplier for wet storm event)

Then Q = 55,167 x50x1.5x1.3x1.3 = 6,992,374 cubic yards of debris or 7 million cy

USACE HURRICANE DEBRIS ESTIMATING MODEL

The Model Formula: Q= H (C)(V)(B)(S) where:

Q is the quantity of debris in cubic yards.

H is the number of households.

C is the storm category factor in cubic yards.

V is the vegetation characteristic multiplier.

B is the commercial/business/industrial use multiplier.

S is the storm precipitation characteristic multiplier.

C is the storm category factor as shown below. It expresses debris quantity in cubic yards (cy) per household by hurricane category and includes the house and its contents, and land foliage.

HURRICANE CATEGORY	VALUE OF "C" FACTOR
1	2 cy
2	8 cy
3	26 cy
✓4	✓50 cy
5	80 cy

V is the vegetation multiplier as shown below. It acts to increase the quantity of debris by adding vegetation, including shrubbery and trees, on public rights-of-way.

VEGETATIVE COVER	VALUE OF "V" MULTIPLIER
LIGHT	1.1
MEDIUM	1.3
✓HEAVY	✓1.5

B is the multiplier that takes into account areas that are not solely single-family residential, but includes small retail stores, schools, apartments, shopping centers, and light industrial/manufacturing facilities. Built into this multiplier is the offsetting commercial insurance requirement for owner/operator salvage operations.

COMMERCIAL DENSITY	VALUE OF "B" MULTIPLIER
LIGHT	1.0
MEDIUM	1.2
✓HEAVY	✓1.3

USACE HURRICANE DEBRIS ESTIMATING MODEL

S is the precipitation multiplier that takes into account either a "wet" or "dry" storm event. A "wet" storm for category 3 or greater storms will generate more vegetative debris due to the uprooting of complete trees.

PRECIPITATION CHARACTERISTIC	VALUE OF "S" MULTIPLIER
NONE TO LIGHT	1.0
✓MEDIUM TO HEAVY	✓1.3

NOTE: **Steps 2 and 3 of this model can also be applied to other debris generating events once an estimated quantity of debris is established.**

STEP 2—DEBRIS STORAGE SITE REQUIREMENTS

- Estimate debris pile stack height of 10-feet.
- 60% usage of land area to provide for roads, safety buffers, burn pits and household hazardous waste areas.

1 acre (ac) = 4,840 square yards (sy)
10 foot stack height = 3.33 yards(y)
total volume per acre = 4,840 sy/ac x 3.33 y = 16,117 cy/ac

- From the example above, the acreage required for debris reduction sites is:

7,000,000/ 16,117 cy/ac = 434 acres (required for debris storage only, no buffers, etc.)

- To provide for roads and buffers, the acreage must be increased by a factor of 1.66.

434 ac x 1.66 = 720 acres or, since one square mile (sm) = 640 acres 720ac/640as/sm=1.12 sm.

- If you assume a 100 acre storage site can be cycled every 45 to 60 days or one time during the recovery period, then 720/2 = 360 ac or four 100 acre sites would be required.
- The number of sites varies with:
    - Size.
    - Distance from source.
    - Speed of reduction (mixed debris is slower than clean woody debris).
    - Removal urgency.
- The USACE commonly removes approximately 70% of the total volume generated with local governments, volunteer groups, and private individuals removing the remainder.

If 7 million cy were estimated, the USACE would estimate removing approximately 4.9 million cy of debris.

USACE HURRICANE DEBRIS ESTIMATING MODEL

STEP 3—CATEGORIES OF DEBRIS

Debris removed will consist of two broad categories:

- Clean wood debris.
- Construction and demolition (C&D) debris.

- The clean debris will come early in the removal process as residents and local governments clear yards and rights-of-way.
- The debris removal mission can be facilitated if debris is segregated as much as possible at the origin along the right-of-way, according to type.
- The public should be informed regarding debris segregation as soon as possible after the storm.
- Time periods should be set for removal, the first 7-10 days clean woody debris only, then followed by other debris, with the metals segregated from non-metals.
- Most common hurricane-generated debris will consist of the following:

  30% Clean woody debris
  70% Mixed C&D

  Of the 70% mixed C&D:

42%	Burnable but requires sorting
5%	Soil
15%	Metals
38%	Landfilled

- Based upon the above, 7,000,000 cy of debris would break down as follows:

  2,100,000 cy Clean woody debris
  4,900,000 cy Mixed C&D

- Of the 4,900,000 cy of mixed C&D, 2,058,000 cy is burnable but requires sorting, 245,000 cy is soil, 735,000 cy is metals, and 1,862,000 cy is landfilled.
- Burning will produce about 95% volume reduction.
- Chipping and grinding reduce the debris volume on a 4-to-1 ratio (4 cy is reduced to 1 cy) or by 75%.
- The rate of burning is basically equal to the rate of chipping/grinding, about 200 cy/hr. However, chipping requires on-site storage and disposal of the chips/mulch.

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APPENDIX C – FEMA FORMS

- ***FF90-123 Force Account Labor Summary Record***
- ***FF90-128 Applicant's Benefits Calculation Worksheet***
- ***FF90-127 Force Account Equipment Summary Record***
- ***FF90-125 Rented Equipment Summary Record***
- ***FF90-126 Contract Work Summary Record***
- ***FF90-124 Materials Summary Record***
- ***FF90-91D Project Worksheet – Photo Sheet***

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DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

FORCE ACCOUNT LABOR SUMMARY RECORD

PAGE ____ OF ____

O.M.B. No. 1660-0017
Expires Otober 31, 2008

APPLICANT	PA ID NO.	PROJECT NO.	DISASTER
LOCATION/SITE		CATEGORY	PERIOD COVERING

DESCRIPTION OF WORK PERFORMED

NAME / JOB TITLE	DATES AND HOURS WORKED EACH WEEK								COSTS				
	DATE								TOTAL HOURS	HOURLY RATE	BENEFIT RATE/HR	TOTAL HOURLY RATE	TOTAL COSTS
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												
NAME	REG.												
JOB TITLE	O. T.												

TOTAL COST FOR FORCE ACCOUNT LABOR REGULAR TIME →	$
TOTAL COST FOR FORCE ACCOUNT LABOR OVERTIME →	$

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED	TITLE	DATE

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

APPLICANT'S BENEFITS CALCULATION WORKSHEET

PAGE ____ OF ____

O.M.B. No. 1660-0017
Expires October 31, 2008

APPLICANT	PA ID NO.

DISASTER	PROJECT NO.

FRINGE BENEFITS (by %)	REGULAR TIME	OVERTIME
HOLIDAYS		
VACATION LEAVE		
SICK LEAVE		
SOCIAL SECURITY		
MEDICARE		
UNEMPLOYMENT		
WORKER'S COMP.		
RETIREMENT		
HEALTH BENEFITS		
LIFE INS. BENEFITS		
OTHER		
TOTAL in % of annual salary		

COMMENTS

I CERTIFY THAT THE INFORMATION ABOVE WAS TRANSCRIBED FROM PAYROLL RECORDS OR OTHER DOCUMENTS WHICH ARE AVAILABLE

CERTIFIED BY	TITLE	DATE

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

FORCE ACCOUNT EQUIPMENT SUMMARY RECORD

PAGE _____ OF _____

O.M.B. No. 1660-0017
Expires October 31, 2008

APPLICANT	PA ID NO.	PROJECT NO.	DISASTER

LOCATION/SITE	CATEGORY	PERIOD COVERING

DESCRIPTION OF WORK PERFORMED

TYPE OF EQUIPMENT		OPERATOR'S NAME	DATES AND HOURS USED EACH DAY								COSTS		
INDICATE SIZE, CAPACITY, HOURSEPOWER, MAKE AND MODEL AS APPROPRIATE	EQUIPMENT CODE NUMBER		DATE								TOTAL HOURS	EQUIPMENT RATE	TOTAL COST
			HOURS										
			HOURS										
			HOURS										
			HOURS										
			HOURS										
			HOURS										
			HOURS										
			GRAND TOTALS →										

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED	TITLE	DATE

FEMA Form 90-127, FEB 06

PREVIOUS EDITION OBSOLETE

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

RENTED EQUIPMENT SUMMARY RECORD

PAGE _____ OF _____

O.M.B. No. 1660-0017
Expires October 31, 2008

APPLICANT	PA ID NO.	PROJECT NO.	DISASTER

LOCATION/SITE	CATEGORY	PERIOD COVERING

DESCRIPTION OF WORK PERFORMED

TYPE OF EQUIPMENT Indicate size, Capacity, Horsepower, Make and Model as Appropriate	DATES AND HOURS USED	RATE PER HOUR		TOTAL COST	VENDOR	INVOICE NO.	DATE AND AMOUNT PAID	CHECK NO.
		W/OPR	W/OUT OPR					

DEPATRTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

CONTRACT WORK SUMMARY RECORD

PAGE _____ OF _____

O.M.B. No. 1660-0017
Expires October 31, 2008

APPLICANT	PA ID NO.	PROJECT NO.	DISASTER
LOCATION/SITE		CATEGORY	PERIOD COVERING
DESCRIPTION OF WORK PERFORMED			

DATES WORKED	CONTRACTOR	BILLING/INVOICE NUMBER	AMOUNT	COMMENTS - SCOPE
GRAND TOTAL →				

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED	TITLE	DATE

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

MATERIALS SUMMARY RECORD

PAGE _____ OF _____

O.M.B. No. 1660-0017
Expires October 31, 2008

APPLICANT	PA ID NO.	PROJECT NO.	DISASTER

LOCATION/SITE	CATEGORY	PERIOD COVERING

DESCRIPTION OF WORK PERFORMED

VENDOR	DESCRIPTION	QUAN.	UNIT PRICE	TOTAL PRICE	DATE PURCHASED	DATE USED	INFO FROM (CHECK ONE)	
							INVOICE	STOCK
GRAND TOTAL →								

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED	TITLE	DATE

FEMA Form 90-124, FEB 06 **PREVIOUS EDTION OBSOLETE**

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET - Photo Sheet

O.M.B. No. 1660-0017
Expires October 31, 2008

DISASTER FEMA-_____ -DR-____	PROJECT NO.	PA ID NO.	DATE	CATEGORY
APPLICANT		COUNTY		

PHOTO	PHOTO
DESCRIPTION	DESCRIPTION

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APPENDIX D – SAMPLE MONITORING FORMS

- ***Load Ticket***
- ***Tower Monitor Log***
- ***Roving Monitor Report***
- ***Daily Issue Log***
- ***Truck Certification Form***

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Load Ticket	Ticket No. 0012345
Municipality (Applicant)	Prime Contractor
	Sub-Contractor

Truck Information

Truck No	Capacity
Truck Driver (print legibly)	

Loading Information

Loading	Time	Date	Inspector/Monitor
Location (Address or Cross Streets)			

When Using GPS Coordinates use Decimal Degrees (N xx.xxxxx)

N	**W**

Unloading Information

Debris Classification	Estimated %, CYs, or Actual Weight
☐ Vegetation ☐ C&D ☐ White Goods ☐ HHW ☐ Other* See Below	

Unloading	Time	Date	Inspector/Monitor
DMS Name and Location			

*Other Debris Explanation	Original: Applicant Copy 1: _____ Copy 2: _____ Copy 3: _____

TOWER MONITOR LOG

Date: _____

Monitor: _____ **Applicant Monitor:** _____

Time	Truck No.	Load Ticket	Capacity	Vol. or Weight	Pick-Up Location	Photo/ Disc	Comments

Applicant:_____ **Page** ____ **Tower Site:**_____

Monitor:_____ **ROVING MONITOR REPORT** **Date:**_____

Time	Truck No.	Load Ticket	Capacity	Vol. or Weight	Pick-Up Location	Photo/ Disc	Comments

Applicant: _____ **Page**_____

Monitor:_____ **DAILY ISSUE LOG** **Date:**_____

Issue No.	Truck No.	Load Ticket	Pick-Up Location	Contractor/ Sub-Contractor	Applicant Monitor	Photo/ Disc	Issue/Resolution

Applicant:_____ **Page**_____

TRUCK CERTIFICATION FORM

General Information

Applicant: _____ **Monitor:** _____

Contractor: _____ **Date:** _____

Measurement Location: _____ **County:** _____

Declaration Number: _____

Truck Information

Make	Year	Color	License

Truck Measurements

Performed By: _____ **Date:** _____

Volume Calculated By: _____ **Date:** _____

Both Checked by: _____ **Date:** _____

Driver Information

Name: _____

Address: _____

Phone Number: _____

Owner Information

Name: _____

Address: _____

Phone Number: _____

Truck Identification

Truck Capacity

Photo

(See reverse for calculation worksheet)

TRUCK CERTIFICATION FORM

DUMP TRUCK

Measurements

Truck Measurements — Length (L) = | Width (W) ft = | Height (H) ft =

Hoist Measurement — $Length_1$ (L_1) ft = | $Length_2$ (L_2) ft = | $WidthH$ (W_H) ft = | $Height_H$ (H_H) ft =

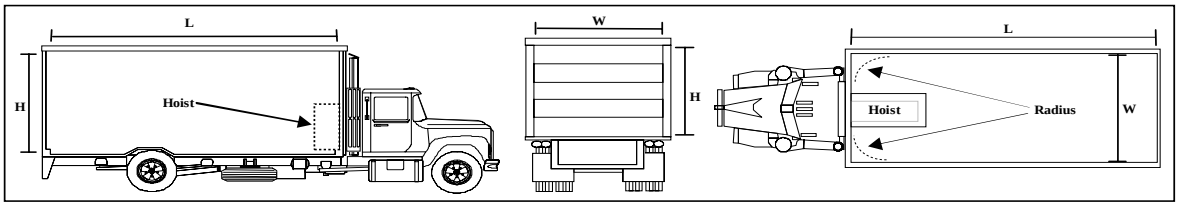
Radius — Radius ft = | Height (H) =

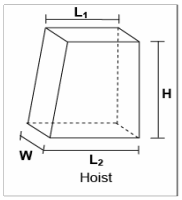
Calculations

Bed Volume (Basic)	(LxWxH)/27 =	+	cyd
Hoist Volume	((L1+L2/2) x W_H x H_H)/27 =	-	cyd
Radius Volume	(3.14xR^2xH)/27 =	-	cyd
	Total =		cyd

Cubic Yards

Truck Measurements





EXTRA TRAILER

Measurements

Truck Measurements (Basic) — Length (L) = | Width (W) ft = | Height (H) ft =

Hoist Measurement — $Length_1$ (L_1) ft = | $Length_2$ (L_2) ft = | $WidthH$ (W_H) ft = | $Height_H$ (H_H) ft =

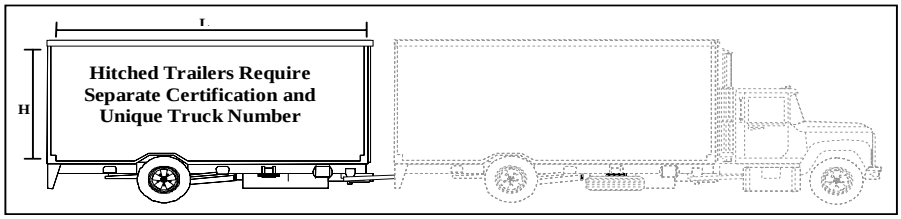
Radius — Radius ft = | Height (H) =

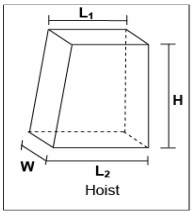
Calculations

Bed Volume (Basic)	(LxWxH)/27 =	+	cyd
Hoist Volume	((L_1+L_2/2) x W_H x H_H) =	-	cyd
Radius Volume	(3.14xR^2xH)/27 =	-	cyd
	Total =		cyd

Cubic Yards

Trailer/Truck Combination





ROUND BOTTOM TRUCK

Measurements

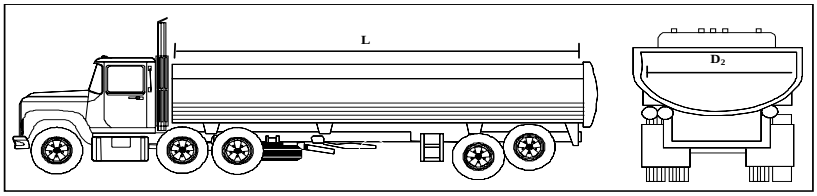
Truck Measurements — Length (L) ft = | Diameter (D) ft =

Calculations

Approx. Volume (3.14 x $(D/2)^2$ x L) /27 = cyd (round bottom portion only)

Cubic Yards

Round Bottom Truck



APPENDIX E – DEBRIS COLLECTION AND MANAGEMENT SITE HAZARD ANALYSIS

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DEBRIS COLLECTION and MANAGEMENT SITE HAZARD ANALYSIS

Disaster debris collection and management sites pose a multitude of health and safety concerns. Hazards and exposures are a function of the unstable nature of the site, the potential of hazardous substances being present, and the type of work being performed. This hazard analysis serves as general guidance only. Each site will have its own unique hazards, all of which cannot be anticipated.

The listed hazards, risks, and accompanying general recommendations represent suggested site hazard assessment and therefore will not represent actual field hazards present at all debris collection and management sites. It is incumbent upon the responsible entity (e.g. – State, local government, private contractor, etc.) chosen to perform and/or manage this work to assure a comprehensive site specific hazard analysis is performed and that resulting recommendations are implemented.

SITE SAFETY CHECKLIST

- ☐ Conduct a job hazard analysis to identify hazards prior to beginning site work.
- ☐ Assign key personnel and alternates responsible for site safety.
- ☐ Describe risks associated with each operation conducted.
- ☐ Confirm that personnel are adequately trained to perform jobs.
- ☐ Describe the protective clothing and equipment to be worn by personnel during site operations.
- ☐ Describe needed air monitoring, personnel monitoring, and environmental sampling.
- ☐ Describe actions to be taken to mitigate existing hazards to make work environment less hazardous.

POTENTIAL HAZARDS AND GENERAL RECOMMENDATIONS

HAZARD 1: Massive piles of woody debris and other types of debris; unstable work surfaces

Risks: Traumatic, serious, or fatal injuries or illnesses can occur due to slips, trips, falls, or collapsing materials.

- **General Recommendations:**
  - Ensure that surfaces are as stable as possible.
  - Ensure scaffolding is erected on a stable surface; anchor scaffolding to a structure capable of withstanding the lateral forces generated.
  - Ensure workers have ANSI approved safety footwear with slip resistant soles. Consider drop and roll over hazards as well as puncture hazards.
  - Site personnel to be observant of changes in walking surfaces.

HAZARD 2: Hazardous noise

Risks: Communication and possible noise induced hearing loss.

- **General Recommendations:**
  - Monitor noise levels. If 8-hour time-weighted average exposures are 85 decibels (dB) or more, a Hearing Conservation Plan is needed.
  - Try engineering out workplace noise by isolating the equipment, reduce the equipment vibration, or installing sound barriers.
  - Consider hearing protection devices are used whenever noisy equipment (e.g., large trucks, grinding equipment, loaders, generators, large motors, etc.) is used.

HAZARD 3: Breathing dust containing fine airborne particles and gases generated through diesel exhaust fumes, smoke, ash, and road dust

Risks: Irritation of eye, nose, throat, and lung.

- **General Recommendations:**
  - Workers should be protected from breathing airborne contaminants as determined through the site's analysis of respiratory hazards.
  - Respiratory protection: determine respirator type, as needed, through site specific hazard analysis.
  - Respirators must fit properly to protect workers.

- Dust concentrations in the air should be appropriately monitored.
- Stay upwind of dust generating activities.
- Maintain low speeds on construction equipment to keep dust down.
- Airborne dust may be suppressed by application of water based mist.

HAZARD 4: Heat stress from working in a hot, humid climate

Risks: Significant fluid loss can progress to clinical dehydration, raised core body temperature, impaired judgment, disorientation, fatigue, muscle cramping, resulting in heat stroke.

- **General Recommendations:**
  - Adjust work schedules, rotate personnel, and add additional personnel if needed.
  - Replenish fluids (e.g. – water, electrolytes) as needed.
  - Consider personnel and environmental monitoring plans.
  - Know the warning signs of heat related illnesses.
  - Provide shelter for personnel in shaded areas.
  - Where possible, block out sun or other direct sources of heat from fixed work locations.
  - Prevent sun related overexposure to skin by using a sunscreen lotion with a significant sun protection factor (SPF) of 15 or greater.

HAZARD 5: Cold stress from working in a cold, wet climate

Risks: This allows exposed skin and the extremities to cool rapidly and increases the risk of frostbite and hypothermia.

- **General Recommendations:**
  - Get into heated shelter as necessary to maintain body temperature.
  - Replace wet clothing immediately.
  - Drink warm fluids often.
  - Wear adequate clothing to reduce threat of cold stress.
  - Know the signs of cold stress.

HAZARD 6: Carbon monoxide risk from heaters, gasoline or propane-powered generators, or heavy machinery

Risks: Headache, dizziness, drowsiness, or nausea. This may progress to vomiting, loss of consciousness, and collapse. Coma or death may occur under prolonged or high exposures.

- **General Recommendations:**
  - Use CO warning sensors when using or working around combustion sources since CO has no warning properties. CO is a colorless and odorless gas.
  - Shut off equipment or machinery immediately if symptoms of exposure appear and immediately go to a fresh air source or location.

> **Warning!** Do not use gasoline generators or portable heaters in confined spaces or poorly ventilated areas.

HAZARD 7: Work zone traffic hazards

Risks: Traumatic or fatal injuries due to failure of or improper use of equipment or workers being struck by moving equipment.

- **General Recommendations:**
  - Establish a traffic control plan for motorists and pedestrians.
  - Use standard highway signs and control devices to instruct drivers.
  - Use barriers (concrete, water, sand, collapsible barriers, crash cushions, and truck-mounted attenuators) to limit motorist intrusion into the work zone.
  - High visibility safety garments should be provided for those providing temporary traffic control (class 2 or 3) and workers on foot (class 1, 2, or 3).
  - Seat belts and rollover protection should be used on equipment and vehicles as stated by the manufacturer.
  - Workers on foot, equipment operators, and drivers in internal work zones need to know the routes construction vehicles will use.
  - Be mindful of limited visibility (e.g. – blind spots) which heavy machine operators have while driving machines at the work site.
  - Maintain safe driving distances, avoid using cell phones while driving, and obey all traffic laws.

HAZARD 8: Eye, face, hand, and head injuries from flying debris; wood particles

Risks: Traumatic injuries, ranging from minor injuries requiring first aid to serious eye injuries, even disabling or fatal traumatic injuries.

- **General Recommendations:**
  - Only use protective eyewear, face shields, and protective head wear that are ANSI approved.
  - Educate workers regarding safe work procedures before beginning work.
  - Provide workers with a full array of personal protective equipment, including hard hats, safety shoes, eyeglasses, and work gloves.
  - Ensure that workers do not walk under or through areas where cranes and other heavy equipment are being used to lift objects.
  - Proper eye protection (e.g. - goggles or safety glasses).
  - As a minimum requirement use safety glasses with side shields by all site workers. Faceshields are not a substitute for safety glasses.
  - Use safety goggles for protection from fine dust particles rather than using regular prescription eyeglasses.
  - Choose hand protection to fit the hazards determined through the hazard analysis (e.g. – laceration hazards, need for gripping, need for dexterity, etc.).
  - Stay outside the 300 foot safety zone while a chipper is in operation.
  - Check the kick-back device on chainsaws before use.

HAZARD 9: Use of various types of heavy equipment, including cranes, bucket trucks, skid-steer loaders, etc.

Risks: Traumatic injury, including serious and fatal injuries, due to failure of improper use of equipment, or workers being struck by moving equipment.

- **General Recommendations:**
  - Wear safety vests. Safety orange vests with reflective stripes are recommended.
  - Ensure operators are aware of the activities around them to protect workers on foot from being struck by moving equipment.
  - Ensure that workers do not walk under or through areas where cranes and other heavy equipment are being used to lift objects.
  - Ensure that workers do not climb onto or ride loads being lifted or moved.
  - Ensure that all equipment warning devices are working (flashers, strobes, back-up alarms).
  - Machinery is to be inspected by a qualified worker before each use, per OSHA requirements.
  - Stay at lease 20 feet beyond maximum equipment swing radius or movement areas. Assign spotters as needed.
  - Do not exceed the load capacity of cranes and other lifting equipment.

HAZARD 10: Chemicals, flammables and combustibles

Risks: Traumatic, serious, or fatal injuries or illnesses can occur due to inhalational, dermal, and fire hazards.

- **General Recommendations:**
  - Ensure that hazardous waste (batteries, PVC piping, solvents, pesticides, and compressed gas cylinders, etc.) are properly separated from “burnable” trash.
  - Utilize GFCI for any extension cords or power tools.
  - Store gasoline in an approved container not to exceed 5-gallon capacity.
  - Allow gasoline power tools to cool down prior to refueling.
  - Ensure containers are bonded and grounded during dispensing.
  - Ensure adequate fire extinguishers are available at work sites and on work vehicles.
  - Maintain a fire watch during all fire-related activities until material has been extinguished and cooled.
  - If possible, avoid establishing debris management sites where there is a limited public water supply, lack of 911 service, or delays in fire department response time.

HAZARD 11: Isolated work areas and sanitation

Risks: Remote locations delay response times from emergency providers. Precaution can reduce the severity of the event.

- **General Recommendations:**
  - Water-borne disease:
    - Always wash your hands.
    - Use hand sanitizers frequently.
    - Exercise good housekeeping.
    - Only drink from proven potable water sources.
  - Blood-borne disease:
    - Use latex or similar type gloves when handling remains.
    - Replace gloves if punctured or torn.
    - Receive appropriate vaccinations (Hepatitis A, B, Tetanus, Diphtheria, etc).
    - Avoid standing water.
    - Observe universal precautions.
  - Food-borne disease:
    - Identify and dispose of food that may not be safe to eat.
    - Handle food properly.
    - Keep a supply of water and food on hand.
    - Rest when off duty.
  - Emergencies:
    - Know location and phone numbers of nearest hospital, doctor, and police.
    - Carry a first-aid kit.
    - Know the address or nearest cross-road of work site to notify emergency responders.

HAZARD 12: Insects, animals, reptiles, and plants

Risks: Traumatic, serious, or fatal injuries or illnesses can occur due to insect or animal bites.

- **General Recommendations:**
  - Protection from plants:
    - Be alert of poisonous plants.
    - Use barrier creams if available.
    - Wash affected area after contact.
  - Protection from wild or stray animals:
    - Avoid animal habitats (infested areas, rodent burrows, and nests).
    - Do not attempt to take custody of animals unless properly trained.
    - Avoid wild or stray animals. Assume all animals are rabid. Call local authorities to handle animals.
    - Dispose of animal carcasses according to local guidelines.
  - Protection from insects (mosquitoes, bees, spiders, fire ants, etc):
    - Wear appropriate clothing (long pants, socks, long sleeved shirts, etc).
    - Avoid infested areas.
    - Use insect repellents that contain DEET or Picaridin, when necessary.
  - Protection from snakes:
    - Assume all snakes are poisonous. Be on alert for snakes that may be hiding in unusual places after flooding.
    - Seek immediate medical attention if you are bitten.
    - Try to identify the snake so that if it is poisonous you can be given the correct anti-venom.

HAZARD 13: Power lines and gas lines

Risks: Traumatic, serious, or fatal injuries or illnesses can occur due to electrocution.

- **General Recommendations:**
  - Treat all power lines and cables as energized until proven otherwise. De-energized lines can be energized by a secondary power sources such as a backup generator.
  - Use appropriately grounded low voltage equipment.
  - Do not approach detected gas leaks.

- Contact utilities (e.g. – utility locate service) for buried power line location.
- Stay at least 10 feet away from live overhead power lines.
- Get the owner or operator of the lines to de-energize and ground lines when working near them.
- Use non-conductive wood or fiberglass ladders when working near power lines.
- Keep area burn piles, observation areas, and areas where heavy equipment is used away from power lines and other electrical equipment.

HAZARD 14: Debris towers

Risks: Traumatic, serious, or fatal injuries or illnesses can occur due to falls from elevated surfaces.

- **General Recommendations:**
  - Inspect scaffolds and scaffold components for defects before each work shift and after any incident which could affect structural integrity.
  - Provide adequate buffer zones around the tower.
  - Anchor the scaffold to prevent displacement from wind with guide wires
  - Do not exceed load capacity of the scaffold.
  - Footing of the tower must be level, sound, rigid, and capable of supporting the load without settling or displacement.
  - A standard guardrail (top, mid, toe) and handrail system must be installed along all open sides.
  - Provide appropriate ventilation if a heating system is present.
  - No smoking.
  - Use established construction guidance (e.g. – US Army Corps of Engineers).

HAZARD 15: Aerial lifts and scissor lifts

Risks: Traumatic, serious, or fatal injuries or illnesses can occur due to falls, tip-overs, and pinch points.

- **General Recommendations:**
  - Only trained and authorized people may operate the lift.
  - Check for overhead objects before use.
  - Stay far from debris piles, drop-offs, and floor openings.
  - Never use equipment near electric lines unless the lines are de-energized or adequate clearance is maintained.
  - Refuel tanks only when the machine is off.
  - Elevate the lift only when it is on a firm and level surface.
  - Never drive the lift when in the extended position.

HAZARD 16: Severe weather

Risks: Traumatic, serious, or fatal injuries or illnesses can occur due to hypothermia, hyperthermia, and lightning strikes.

- **General Recommendations:**
  - Monitor local weather conditions regularly.
  - Recognize the signs of an oncoming thunder and lighting storm and seek shelter.
  - Avoid small sheds, wooded areas, metal fences and open areas.

You can help prevent workplace injuries and illnesses by looking at your workplace operations, establishing proper job procedures, and ensuring that all employees are trained properly. One of the best ways to determine and establish proper work procedures is to conduct a job hazard analysis. A job hazard analysis is a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. Ideally, after you identify uncontrolled hazards, you will take steps to eliminate or reduce them to an acceptable risk level.

A job hazard analysis can be conducted on many jobs in your workplace. Priority should go to the following types of jobs:

- Jobs with the highest injury or illness rates;
- Jobs with the potential to cause severe or disabling injuries or illness, even if there is no history of previous accidents;
- Jobs in which one simple human error could lead to a severe accident or injury;
- Jobs that are new to your operation or have undergone changes in processes and procedures;
- Jobs that are complex enough to require written instructions.

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APPENDIX F – DEMOLITION CHECKLIST

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Demolition Checklist

Property Address: _____

Pre-Demolition

	Action	Initial	Date	Notes
1	Establish property management file for each parcel of private property. One (1) copy each for local and State records management			
2	Provide notice of condemnation			
3	Complete environmental and historic preservation reviews			
4	Obtain right of entry and hold harmless agreements			
5	Verify property description and ownership (i.e., tax assessment, legal description)			
6	Document property owner's insurance coverage for future recovery			
7	Notify lien holder(s) of intent to demolish as needed			
8	Conduct building inspection as needed			
9	Conduct public health inspection as needed			
10	Conduct fire inspection as needed			
11	Provide public notification of condemnation/demolition			
12	Verify personal property removal			

Demolition

13	Verify structure is unoccupied			
14	Cap well, water, sewer, and septic lines. Disconnect electrical service. Remove propane tanks.			
15	Mark easements and underground utilities			
16	Identify/remove/dispose of asbestos, lead-based paint and other hazardous materials per State environmental agency/EPA requirements			
17	Identify/remove/dispose of all HHW per State environmental agency/EPA requirements			
18	Record GPS coordinates. Photograph site before and after demolition.			
19	Document actual demolition and removal of debris			

Complete documentation is compiled within the project file for each individual structure/property.

I, the authorized applicant official, certify that all processes and documentation referred to in this checklist are complete (except Item 19) prior to the demolition of the referenced structure.

Name (Print) Title Signature Date

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APPENDIX G – FEMA POLICIES AND FACT SHEETS

- ***FEMA DAP9523.4 – Demolition of Private Structures***
- ***FEMA DAP9523.11 – Hazardous Stump Extraction and Removal Eligibility***
- ***FEMA RP9523.12 – Debris Operations - Hand-Loaded Trucks and Trailers***
- ***FEMA DAP9523.13 – Debris Removal from Private Property***
- ***FEMA RP9524.3 – Policy for Rehabilitation Assistance for Levees and Other Flood Control Works - Decision Tree***
- ***FEMA RP9525.7 – Labor Costs – Emergency Work***
- ***FEMA RP9580.4 – Fact Sheet: Debris Operations – Clarification: Emergency Contracting vs. Emergency Work***
- ***FEMA RP9580.201 – Fact Sheet: Debris Removal – Applicant's Contracting Checklist***
- ***FEMA RP9580.202 – Fact Sheet: Debris Removal – Authorities of Federal Agencies***
- ***FEMA DAP9580.203 – Fact Sheet: Debris Monitoring***

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I. TITLE: Demolition of Private Structures

II. DATE: JUL 18 2007

III. PURPOSE:

This policy provides guidance in determining the eligibility of demolition of private structures under the Federal Emergency Management Agency's (FEMA) Public Assistance Program.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters declared on or after the date of publication of this policy. It is intended for FEMA personnel involved in the administration of the Public Assistance Program.

V. AUTHORITY:

Section 403(a)(3)(E) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5170b, 42 U.S.C. 5172, 44 CFR 206.225, and 44 CFR 206.226.

VI. BACKGROUND:

A. Section 403 of the Stafford Act, 42 U.S.C. 5170b, provides FEMA authority to provide assistance essential to meeting immediate threats to life and property resulting from a major disaster. Specifically, Section 403(a)(3)(E) provides FEMA authority to fund the demolition of unsafe structures which endanger the public on public and private property (44 CFR 206.225). Eligible Public Assistance applicants may be eligible for Public Assistance grant funding under Section 403 of the Stafford Act under the conditions of this policy.

B. The demolition of unsafe structures owned by eligible public and private nonprofit (PNP) applicants may be eligible for Public Assistance grant funding under Section 406 of the Stafford Act, which funds the repair, restoration, reconstruction, or replacement of eligible facilities (44 CFR 206.226).

VII. POLICY:

A. Definitions.

1. Demolition: The act or process of reducing a structure, as defined by State or local code, to a collapsed state.

2. Demolition debris: Materials including building materials and personal effects that are deposited as a result of the demolition process.

3. Legal responsibility: A statute, formally adopted local code, or ordinance that gives local government officials the responsibility to enter private property to demolish unsafe structures or to perform work to remove an immediate threat (44 CFR 206.223(a)(3), 44 CFR 206.221(c), and 44 CFR 206.225(a)(3)).

4. Unsafe structure: A structure found to be dangerous to the life, health or safety of the public because such structure is so damaged or structurally unsafe as a direct result of the declared disaster that partial or complete collapse is imminent.

B. Duplication of Benefits (44 CFR 206.191). FEMA is prohibited by Section 312 of the Stafford Act from approving funds for work that is covered by any other source of funding. Therefore, State and local governments must take reasonable steps to prevent such an occurrence, and verify that insurance coverage or any other source of funding does not exist for the demolition of private structures.

1. When demolition of private structures is covered by an insurance policy, the insurance proceeds must be used as the first source of funding. Public Assistance grant funding may be used to pay for the remainder of the demolition costs.

2. If it is discovered that a duplication of benefits from any other source of funding has occurred, FEMA will de-obligate funds from the Grantee in the amount that such assistance duplicates funding the property owners received from other sources.

C. Eligibility of Demolition of Private Structures.

1. Demolition of privately owned structures and subsequent removal of demolition debris may be eligible for Public Assistance grant funding under Section 403 of the Stafford Act when the following conditions are met:

a. The structures were damaged and made unsafe by the declared disaster, and are located in the area of the declared disaster (44 CFR 206.223(a)(1) and (2)).

b. The State or local government applicant certifies that the structures are determined to be unsafe and pose an immediate threat to the public (44 CFR 206.225(a)). The Public Assistance applicant provides a detailed explanation documenting its legal responsibility to enter private property to demolish an unsafe structure, and confirms that all legal processes and permission requirements (e.g., rights-of-entry) for such action have been satisfied. The Public Assistance Group Supervisor must concur that the demolition of unsafe structures and removal of demolition debris are in the public interest. FEMA will consider alternative measures to eliminate threats to life, public health, and safety posed by disaster-damaged unsafe structures, including fencing off unsafe structures and restricting public access, when evaluating requests for demolition.

i. The eligible applicant must demonstrate the legal basis as established by law, ordinance, or code upon which it exercised or intends to exercise its responsibility following a major disaster to demolish unsafe private structures (44 CFR 206.223(a)(3)). Codes and ordinances must be germane to the structural condition representing an immediate threat to life, public health, and safety, and not merely define the local government's uniform level of services.

States and local governments ordinarily rely on condemnation and/or nuisance abatement authorities to obtain legal responsibility prior to the commencement of demolition of private structures. There may be circumstances, however, where the State or local government determines that ordinary condemnation and/or nuisance abatement procedures are too time-consuming to address an immediate public health and safety threat. In such circumstances, applicants may not have to precisely follow their nuisance abatement procedures or other ordinances that would prevent the State or local government from taking emergency protective measures to protect public health and safety (44 CFR 206.225(a)).

ii. The applicant's legal responsibility to take action where there is an immediate threat to life, public health, and safety should be independent of any expectation, or request, that FEMA will reimburse costs incurred for demolition of private structures and the removal of demolition debris from private property. In addition, an applicant's legal responsibility is not established solely by an applicant obtaining signed rights-of-entry and hold harmless agreements from property owners.

c. The State or local government confirms that a legally authorized official has ordered the exercise of public emergency powers or other appropriate authority to enter onto

private property in order to remove/reduce threats to life, public health, and safety threat via demolition of unsafe structures and removal of demolition debris (44 CFR 206.223).

d. The State or local government indemnifies the Federal government and its employees, agents, and contractors from any claims arising from the demolition of unsafe private structures and removal of demolition debris from private property (44 CFR 206.9).

e. The work is completed within the completion deadlines outlined in 44 CFR 206.204 for emergency work.

2. Eligible costs associated with the demolition of private structures may include, but are not limited to:

a. capping wells;

b. pumping and capping septic tanks;

c. filling in basements and swimming pools;

d. testing and removing hazardous materials from unsafe structures, including asbestos and household hazardous wastes;

e. securing utilities (electric, phone, water, sewer, etc.);

f. securing permits, licenses, and title searches. Fees for permits, licenses, and titles issued directly by the applicant are not eligible unless it can be demonstrated that the fees are above and beyond administrative costs; and

g. demolition of disaster-damaged outbuildings such as garages, sheds, and workshops determined to be unsafe.

3. Ineligible costs associated with the demolition of private structures may include:

a. removal of slabs or foundations, except in very unusual circumstances, such as when disaster-related erosion under slabs on a hillside causes an immediate public health and safety threat;

b. removal of pads and driveways;

4. Structures condemned as safety hazards before the disaster are not eligible for demolition and subsequent demolition debris removal under Public Assistance grant authority.

5. Individuals and private organizations (except for eligible PNPs) will not be reimbursed for demolition activities on their own properties under the Public Assistance Program (44 CFR 206.224(c)).

6. The removal of substantially damaged structures and associated appurtenances acquired through a Section 404 FEMA Hazard Mitigation Grant Program buyout and relocation project may be eligible for Public Assistance grant funding under Section 407 of the Stafford Act. Such removal must be completed within two years of the declaration date, unless extended by the Assistant Administrator of the Disaster Assistance Directorate (44 CFR 206.224(a)(4)).

D. Demolition of Commercial Structures. The demolition of commercial structures is generally ineligible for Public Assistance grant funding. It is assumed and expected that these commercial enterprises retain insurance that can and will cover the cost of demolition. However, in some cases as determined by the FCO, the demolition of commercial structures by a State or local government may be eligible for FEMA reimbursement only when such removal is in the public interest (44 CFR 206.224(a) and (b)).

Apartments, condominiums, and mobile homes in commercial trailer parks are generally considered commercial structures with respect to Public Assistance funding.

E. Environmental and Historic Review Requirements. Eligible demolition activities must satisfy environmental and historic preservation compliance review requirements as established by 44 CFR Parts 9 and 10, the National Historic Preservation Act, the Endangered Species Act, and all other applicable legal requirements.

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division).

IX. SUPERSESSION: This policy supersedes Recovery Policy 9523.4 dated November 9, 1999, and all previous guidance on this subject.

X. REVIEW DATE: Three years from date of publication.

Carlos J. Castillo
Assistant Administrator
Disaster Assistance Directorate

FEMA
DISASTER ASSISTANCE POLICY

I. TITLE: Hazardous Stump Extraction and Removal Eligibility

II. DATE: MAY 15 2007

III. 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 personnel 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 documentation 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.

David Garratt
Acting Assistant Administrator
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											

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		

FEMA
RECOVERY POLICY - RP9523.12

I. TITLE: **Debris Operations – Hand-Loaded Trucks and Trailers**

II. DATE: May 1, 2006

III. PURPOSE:

To describe the criteria the Federal Emergency Management Agency (FEMA) will use to reimburse applicants for eligible debris removal accomplished with trucks and trailers loaded physically by hand, rather than with mechanical equipment.

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 personnel 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:

A. Debris removal companies under contract with local governments have frequently supplemented their vegetative debris removal operations by hiring subcontractors who modify their trucks and trailers by extending sidewalls with plywood or other materials to increase the vehicle's load capacity. Because of the tenuous nature of these improvements, operators typically load these vehicles physically by hand. The inefficiencies associated with loading these trucks or trailers by hand, instead of using mechanical equipment, effectively negates the increased capacity advantages of these vehicles. Hand loading cannot achieve compaction levels comparable to mechanically loaded vehicles. Further, the unit cost for transporting debris is based on mechanical loading of trailers and trucks.

B. FEMA performed studies throughout the State of Florida following the four devastating hurricanes in 2004 and determined that a mechanically-loaded vehicle had a weight-to-volume ratio at least twice that of hand-loaded vehicles. In other words, vehicles of the same measured capacity that were loaded by mechanical equipment and reasonably compacted carried at least

twice the volume of debris as those loaded physically by hand. FEMA has therefore determined it is not reasonable to reimburse applicants - for hand-loaded vehicles and mechanically loaded vehicles – at the same rate.

VII. POLICY:

A. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load by 50% because of the low compaction achieved by hand-loading. For example, if a 40 cubic-yard (CY) hand-loaded truck or trailer arrives at a debris management or disposal site, and it appears to be 100 percent full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY {(40 CY / 2) * 100%}. In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY {(40 CY / 2) * 50%}. The maximum amount recorded for a hand-loaded vehicle will be 50% of its measured capacity.

B. FEMA will reimburse applicants on the basis of capacities calculated in VII-A.

VIII. ORIGINATING OFFICE: Recovery Division (Public Assistance Branch)

IX. SUPERSESSION: Not applicable.

X REVIEW DATE: Three years from the date of publication.

David Garratt
Acting Director of Recovery
Federal Emergency Management Agency

I. TITLE: Debris Removal from Private Property

II. DATE: JUL 18 2007

III. PURPOSE:

This policy describes the criteria that the Federal Emergency Management Agency (FEMA) will use to evaluate the eligibility of debris removal work from private property under the Public Assistance Program.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication of this policy. It is intended for FEMA personnel involved in the administration of the Public Assistance Program.

V. AUTHORITY:

Sections 403(a)(3)(A), 407, and 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5170b, 42 U.S.C. 5173, 42 U.S.C. 5192, and 44 CFR 206.224.

VI. BACKGROUND:

A. Sections 403(a)(3)(A) and 407 of the Stafford Act, 42 U.S.C. 5170b and 5173, respectively, provide FEMA authority to fund debris removal from private property provided that the State or local government arranges an unconditional authorization for removal of the debris, and agrees to indemnify the Federal government against any claim arising from the removal.

B. The regulations implementing Sections 403 and 407 of the Stafford Act at 44 CFR 206.224 establish the requirement that debris removal be in the "public interest" in order to be eligible for reimbursement. "Public interest" is defined as being necessary to:

1. eliminate immediate threats to life, public health, and safety; or

2. eliminate immediate threats of significant damage to improved public or private property; or

3. ensure economic recovery of the affected community to the benefit of the community-at-large.

C. Generally, debris removal from private property following a disaster is the responsibility of the property owner. However, large-scale disasters may deposit enormous quantities of debris on private property over a large area resulting in widespread immediate threats to the public-at-large. In these cases, the State or local government may need to enter private property to remove debris to: eliminate immediate threats to life, public health, and safety; eliminate immediate threats of significant damage to improved property; or ensure economic recovery of the affected community to the benefit of the community-at-large. In these situations, debris removal from private property may be considered to be in the public interest and thus may be eligible for reimbursement under the Public Assistance Program (44 CFR 206.224).

VII. POLICY:

A. Definitions.

1. Disaster-generated debris: Any material, including trees, branches, personal property and building material on public or private property that is directly deposited by the disaster.

2. Improved property: Any structure, facility, or equipment that was built, constructed, or manufactured. Examples include houses, sheds, car ports, pools, and gazebos. Land used for agricultural purposes is not improved property (44 CFR 206.221(d)).

3. Legal responsibility: A statute, formally adopted State or local code, or ordinance that gives local government officials responsibility to enter private property to remove debris or to perform work to remove an immediate threat (44 CFR 206.223(a)(3), 44 CFR 206.221(c), and 44 CFR 206.225(a)(3)).

4. Private property: Land and structures, to include contents within the structures, built on land that is owned by non-governmental entities (44 CFR 206.224(b)).

5. Private road: Any non-public road for which a subdivision of the State is not legally responsible to maintain. Private roads include roads owned and maintained by homeowners associations, including gated communities, and roads for which no entity has claimed responsibility. Local police, fire, and emergency medical entities may use these roads to provide services to the community (44 CFR 206.224(b)).

B. Approval for FEMA Assistance. FEMA will work with states affected by a disaster to designate those areas where the debris is so widespread that removal of the debris from private property is in the "public interest" pursuant to 44 CFR 206.224, and thus is eligible for FEMA Public Assistance reimbursement on a case-by-case basis.

1. Any State or local government that intends to seek reimbursement to remove debris from private property within a designated area will, prior to commencement of work, submit a written request for reimbursement to, and receive approval from, the Federal Coordinating Officer (FCO). The written request will include the following information:

a. Public Interest Determination (44 CFR 206.224(a)):

i. Immediate Threat to Life, Public Health, and Safety Determination. The basis of a determination by the State, county or municipal government's public health authority or other public entity that has legal authority to make such a determination that disaster-generated debris on private property in the designated area constitutes an immediate threat to life, public health, and safety; or

ii. Immediate Threat to Improved Property Determination. The basis of the determination by the State, county, or municipal government that the removal of disaster-generated debris is cost effective. The cost to remove the debris should be less than the cost of potential damage to the improved property in order for the debris removal to be eligible; or

iii. Ensure Economic Recovery of the Affected Community to the Benefit of the Community at Large Determination. The basis of the determination by the State, county, or municipal government that the removal of debris from commercial properties will expedite economic recovery of the community-at-large. Generally, commercial enterprises are not eligible for debris removal.

b. Documentation of Legal Responsibility (44 CFR 206.223(a)(3)).

A detailed explanation documenting the requesting State or local government's authority and legal responsibility at the time of disaster to enter private property to remove debris, and confirmation that all legal processes and permission requirements (e.g., right-of-entry) for such action have been satisfied.

i. The eligible applicant requesting assistance must demonstrate the legal basis as established by law, ordinance, or code upon which it exercised or intends to exercise its responsibility following a major disaster to remove disaster-related debris from private property. Codes and ordinances must be germane to the condition representing an immediate

threat to life, public health, and safety, and not merely define the applicant's uniform level of services. Typically, solid waste disposal ordinances are considered part of an applicant's uniform level of services.

States and local governments ordinarily rely on condemnation and/or nuisance abatement authorities to obtain legal responsibility prior to the commencement of debris removal work. There may be circumstances, however, where the State or local government determines that ordinary condemnation and/or nuisance abatement procedures are too time-consuming to address an immediate public health and safety threat. In such circumstances, applicants do not have to precisely follow their nuisance abatement procedures or other ordinances that would prevent the State or local government from taking emergency protective measures to protect public health and safety (44 CFR 206.225(a)).

ii. The applicant's legal responsibility to take action where there is an immediate threat to life, public health, and safety must be independent of any expectation, or request, that FEMA will reimburse costs incurred for private property debris removal. In addition, legal responsibility is not established solely by an applicant obtaining signed rights-of-entry and hold harmless agreements from property owners.

c. Authorization for Debris Removal from Private Property (44 CFR 206.223(a)(3)). Confirmation that a legally-authorized official of the requesting applicant has ordered the exercise of public emergency powers or other appropriate authority to enter onto private property in the designated area in order to remove/reduce threats to life, public health, and safety threat via debris removal.

d. Indemnification (44 CFR 206.9). The requesting entity indemnifies the Federal government and its employees, agents, and contractors from any claims arising from the removal of debris from private property.

2. The FCO will approve or disapprove in writing each written request submitted by the State or local government for FEMA to designate areas eligible for private property debris removal. After receiving approval from the FCO, the State or local government may begin identifying properties and the specific scope of work for private property debris removal activities and apply for supplemental assistance through the Public Assistance Program.

C. Duplication of Benefits (44 CFR 206.191). FEMA is prohibited by Section 312 of the Stafford Act from approving funds for work that is covered by any other source of funding. Therefore, State and local governments must take reasonable steps to prevent such an occurrence, and verify that insurance coverage or any other source of funding does not exist for the debris removal work accomplished on each piece of private property.

1. When debris removal from private property is covered by an insurance policy, the insurance proceeds must be used as the first source of funding. Public Assistance grant funding may be used to pay for the remainder of the costs of debris removal from private property.

2. If FEMA discovers that a duplication of benefits from any other source of funding has occurred, FEMA will de-obligate funds from the Grantee in the amount that such assistance duplicates funding that the property owners received from other sources.

D. Eligibility of Debris Removal Work from Private Property (44 CFR 206.224(b)).

1. Eligible debris removal work from private property includes removal of:

a. Large piles of disaster-generated debris in the living, recreational, and working areas of properties in urban, suburban, and rural areas, including large lots.

b. Disaster-generated debris obstructing primary ingress and egress routes to improved property.

c. Disaster-damaged limbs and leaning trees in danger of falling on improved property, primary ingress or egress routes, or public rights-of-way.

i. Hazardous tree removal is eligible only if the tree is greater than six inches in diameter (measured at diameter breast height) and meets any of the following criterion: more than 50% of the crown is damaged or destroyed; the trunk is split or broken branches expose the heartwood; or the tree is leaning at an angle greater than 30 degrees and shows evidence of ground disturbance.

ii. Hazardous limb removal is eligible only if the limb is greater than two inches in diameter measured at the point of break.

d. Debris created by the removal of disaster-damaged interior and exterior materials from improved property.

e. Household hazardous wastes (such as household cleaning supplies, insecticides, herbicides, etc.)

f. Disaster-generated debris on private roads, including debris originating from private property and placed at the curb of public or private rights-of-way, provided that the

removal of the debris is the legal responsibility of an eligible applicant, on the basis of removing an immediate threat to life, public health, and safety.

2. Ineligible debris removal work on private property includes the removal of:

a. Debris from vacant lots, forests, heavily wooded areas, unimproved property, and unused areas.

b. Debris on agricultural lands used for crops or livestock.

c. Concrete slabs or foundations-on-grade.

d. Reconstruction debris consisting of materials used in the reconstruction of disaster-damaged improved property.

E. Debris Removal from Commercial Property. The removal of debris from commercial property is generally ineligible for Public Assistance grant funding. It is assumed and expected that these commercial enterprises retain insurance that can and will cover the cost of debris removal. However, in some cases as determined by the FCO, the removal of debris from private commercial property by a State or local government may be eligible for FEMA reimbursement only when such removal is in the public interest (44 CFR 206.224(a) and (b)).

Industrial parks, golf courses, commercial cemeteries, apartments, condominiums, and mobile homes in commercial trailer parks are generally considered commercial property with respect to Public Assistance funding.

F. Environmental and Historic Review Requirements. Eligible debris removal activities on private property must satisfy environmental and historic preservation compliance review requirements as established by 44 CFR Parts 9 and 10, the National Historic Preservation Act, the Endangered Species Act, and all other applicable legal requirements.

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policies 9523.13 and 9523.14, dated October 23, 2005, and all previous guidance on this subject.

X. REVIEW DATE: Three years from date of publication.

Carlos J. Castillo
Assistant Administrator
Disaster Assistance Directorate

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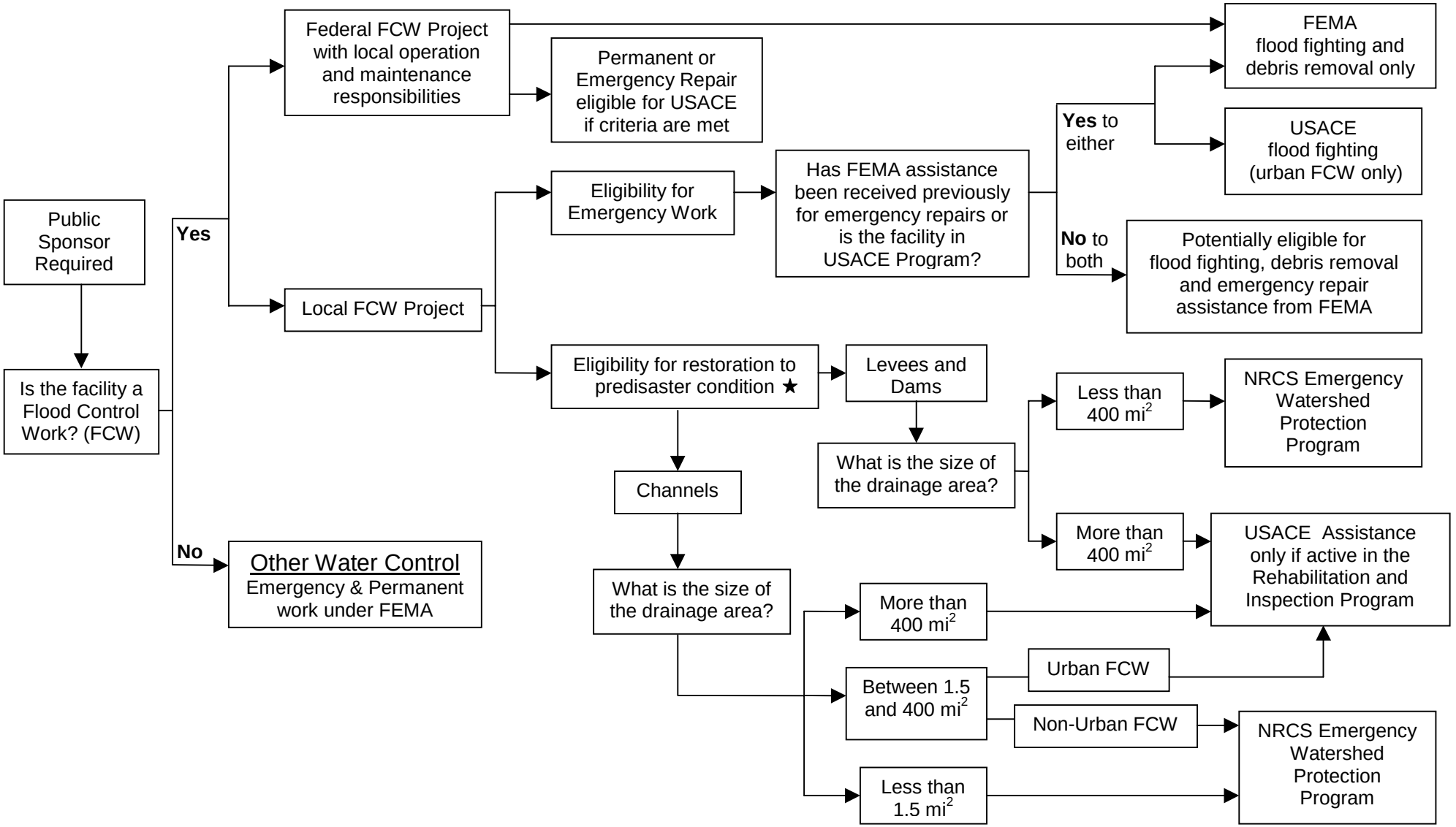
Federal Emergency Management Agency

US Army Corps of Engineers

USDA NRCS Natural Resource Conservation Service

Flood Control Works

Eligibility for Federal Assistance in Presidentially Declared Disasters



Contact the appropriate agency on the reverse side

★ No FEMA assistance in this category

March 1998

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FEMA
RECOVERY POLICY – RP9525.7

I. TITLE: Labor Costs - Emergency Work

II. DATE: November 16, 2006

III. PURPOSE:

Provide guidance on the eligibility of labor costs for an applicant's permanent, temporary, and contract employees who perform emergency work under Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5121-5206, as amended.

IV. SCOPE AND AUDIENCE:

This policy applies to all emergencies, major disasters, and fire management assistance declarations, declared on or after the publication date of this document.

V. AUTHORITY:

Sections 403, 407, 420 and 502 of the Stafford Act and 44 Code of Federal Regulations (CFR) §204.42, §206.224 and §206.225.

VI. BACKGROUND:

A. On October 14, 1993, FEMA published a regulation that made the force account labor straight-time salary for work under Section 403 and 407 ineligible under the Public Assistance Program. The 1993 regulation did not include emergency work accomplished under Section 502 (Federal Emergency Assistance) of the Stafford Act. The ineligibility of straight-time salaries for emergency work under Section 502 is included as a provision of the FEMA-State Agreement.

B. Labor (straight-time, overtime, and fringe benefits to the extent the benefits were being paid before the disaster) performed under Section 406 (permanent work) of the Stafford Act remains eligible for reimbursement.

VII. POLICY:

A. Under Sections 403, 407, and 502 of the Stafford Act, eligible emergency work labor costs are those costs incurred by an eligible applicant while performing eligible work. The cost of straight-time salaries and benefits of an applicant's permanently employed personnel is not eligible in calculating the cost of eligible emergency work. The FEMA-State Agreement will

stipulate the ineligibility of straight-time salaries and benefits of an applicant's permanently employed personnel performing emergency work (Categories A and B). For the purpose of this policy, "permanently employed personnel" will refer to those employees whose positions are already included in the applicant's budget.

B. Fixed-term employees, such as seasonally employed personnel, when covered under existing budgets and used for a disaster during the season of employment, are considered permanently employed for the purpose of cost eligibility.

C. Straight-time and overtime will be determined in accordance with the applicant's pre-disaster policies, which should be applied consistently in both disaster and non-disaster situations. For example, one applicant may define labor exceeding 8 hours a day as overtime, while another might define labor exceeding 40 hours a week as overtime. However, all costs, including premium pay, must be reasonable and equitable for the type of work being performed.

D. The actual costs of salaries and benefits for individuals sent home or told not to report due to emergency conditions are not eligible for reimbursement. Extraordinary costs for essential employees who are called back to duty during administrative leave to perform disaster-related emergency work are eligible if the costs were provided for in written policy prior to the disaster.

E. The costs for contract labor, mutual aid in accordance with an existing agreement, or temporary hires needed to accomplish emergency work are eligible for reimbursement. However, straight-time salary and benefits of force account labor overseeing contractors performing emergency work are not eligible in calculating the cost of eligible emergency work.

F. The reimbursement of force account or temporary labor to backfill regular staff who are performing eligible emergency work may be eligible. Backfill cost is defined as the straight-time salary and benefits and overtime of replacement personnel who perform the regular duties of other personnel while they are performing eligible emergency work under the Public Assistance Program. There are several circumstances which affect the eligibility of the backfill employee.

1. If the backfill employee is a contract or extra hire, the cost of this extra person represents an extra cost to the applicant. Regular and overtime are eligible. If the employee is permanently employed, straight time is not eligible. Only overtime costs are eligible.

2. The cost of straight-time salaries and benefits of an applicant's permanently employed personnel, of any department, regardless of any inter-departmental agreements, are not eligible.

3. If the backfill employee is a regular employee who is called in on his/her day off (weekend or other off day), there may be an extra cost to the applicant. Regular and overtime costs may be eligible.

4. If the backfill employee is called in from scheduled leave, there should be no extra cost as the leave can be rescheduled. Only the overtime is eligible.

5. Generally, exempt employees (i.e. those who are exempt from minimum wage and overtime provisions of the Fair Labor Standards Act) are not eligible for overtime, unless specified in an applicant's pre-disaster policy.

G. Permanent employees who are funded from an external source (e.g., by a grant from a Federal agency, statutorily dedicated funds, rate-payers, etc.) to work on specific non-disaster tasks may be paid for emergency work. However, the FEMA Region is to consult with FEMA headquarters before approving payment.

H. Reimbursement of labor costs for employees performing emergency work is limited to actual time worked, even when the applicant is contractually obligated to pay for 24 hour shifts. It is not reasonable for a person to work more than 48 hours continuously without an extended rest period. Therefore, FEMA will reimburse up to 24 hours for each of the first two days, and up to 16 hours for each of the following days for emergency work. All requested hours must be for actual time worked. Standby time is not eligible under the Public Assistance Program or Fire Management Assistance Grant Program. Pre-positioning under the Fire Management Assistance Grant Program is eligible if the resources were actually used to suppress a declared fire.

I. The value of volunteers accomplishing eligible emergency work can be credited toward the non-Federal cost share of the applicant's emergency work in accordance with Donated Resources Policy #9525.2.

VIII. ORIGINATING OFFICE: Recovery Division (Public Assistance Branch).

IX. SUPERSESSION: This policy updates and replaces all relevant provisions of previous Public Assistance policy documents or guidance on this subject.

X. REVIEW DATE: Three years from date of publication.

John R. D'Araujo, Jr.
Director of Recovery

FEMA 9580.4
January 19, 2001

PUBLIC ASSISTANCE PROGRAM

FACT SHEET
DEBRIS OPERATIONS - CLARIFICATION
EMERGENCY CONTRACTING VS. EMERGENCY WORK

SUMMARY: Contracting for debris operations, even though it is "emergency work" in FEMA operations, does not necessarily mean the contracts can be awarded without competitive bidding. Applicants should comply with State laws and regulations, but should be aware that non-competitive contracting is acceptable ONLY in rare circumstances where there can be no delay in meeting a requirement. In general, contracting for debris work requires competitive bidding. The definition of "emergency" in contracting procedures is not the same as FEMA's definition of "emergency work".

DISCUSSION: There appears to be some confusion regarding the awarding of some contracts, especially for debris, without competitive bidding. The reason cited for such actions is that the contract is for emergency work, and competitive bidding is not required.

Part 13 of 44 CFR is entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments". These requirements apply to all grants and subgrants to governments, except where inconsistent with Federal statutes or regulations authorized in accordance with the exception provisions of Section 13.6. In essence, these regulations apply to all Federal grants awarded to State, tribal and local governments.

Non-competitive proposals awarded under emergency requirements are addressed as follows:

"Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of the following circumstances applies:

(A) …….

(B) The public exigency or emergency of the requirement will not permit a delay resulting from competitive solicitation." (44 CFR Part 13.36(d)(4)(1)(B))."

Staff of the Office of General Counsel and the Office of the Inspector General have expressed concern that contracts are being awarded under this section without an understanding of the requirement. Simply stated, non-competitive contracts can be awarded only if the emergency is such that the contract award **cannot be delayed by the amount of time required to obtain competitive bidding**.

FEMA's division of disaster work into "emergency" and "permanent" is generally based on the period of time during which the work is to be performed, and not on the urgency of that work. Therefore, the award of non-competitive contracts cannot be justified on the basis of "emergency work", as defined by FEMA.

In some situations, such as clearing road for emergency access (moving debris off the driving surface to the shoulders or rights-of-way), or removal of debris at a specific site, awarding a non-competitive contract for site-specific work may be warranted; however, normally, non-competitive bid awards should not be made several days (or weeks) after the disaster or for long-term debris removal. Obviously, the latter situations do not address a public exigency or emergency which "will not permit a delay resulting from competitive solicitation".

Regarding competitive solicitations, applicants can use an expedited process for obtaining competitive bids. In the past, applicants have developed a scope-of-work, identified contractors that can do the work, made telephone invitations for bids, and received excellent competitive bids. Again, applicants must comply with State and local bidding requirements.

Please remind applicants that no contractor has the authority to make determinations as to eligibility, determinations of acceptable emergency contracting procedures, or definitions of emergency work. Such determinations are to be made by FEMA.

FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL

APPLICANT'S CONTRACTING CHECKLIST

Overview

To be eligible for reimbursement under the Public Assistance Program, contracts for debris removal must meet rules for Federal grants, as provided for in 44 CFR Part 13.36 *Procurement* (http://www.access.gpo.gov/nara/cfr/waisidx_04/44cfr13_04.html). Public Assistance applicants should comply with their own procurement procedures in accordance with applicable State and local laws and regulations, provided that they conform to applicable Federal laws and standards identified in Part 13. The following guidance is provided to assist Public Assistance applicants in the procurement process.

Contracting Process Checklist

- ☐ Use competitive bidding procedures. Complete and document a cost analysis to demonstrate price reasonableness on any contract or contract modification where adequate price competition is lacking, as detailed in 44 CFR 13.36(f).
- ☐ Provide a clear and definitive scope of work and monitoring requirements in the request for proposals/bids. Use acceptable emergency contracting procedures that include an expedited competitive bid process only if time does not allow for more stringent procedures.
- ☐ Require bidders to provide copies of references, licenses, financial records, and proof of insurance and bonding.
- ☐ Obtain review from your legal representative of your procurement process and any contract to be awarded to ensure they are in compliance with all Federal, State, and local requirements.
- ☐ Document procedures used to obtain/award contracts (procurement information, bid requests and tabulations, etc).
- ☐ Use load ticket requirement to record with specificity (e.g., street address) where debris is picked up and the amount picked up, hauled, reduced and disposed of.

FEMA will, when requested by applicants, assist in the review of debris removal contracts. However, such a review does not constitute approval.

FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL

APPLICANT'S CONTRACTING CHECKLIST

Contract Provisions Checklist

All contracts must contain/reflect the following provisions:

- ☐ All payment provisions must be based on unit prices.
- ☐ No payments may be based on time and material costs unless limited to work performed during the first 70 hours of actual work following a disaster event.
- ☐ That payment will be made only for debris that FEMA determines eligible, referencing FEMA regulations and Public Assistance guides and fact sheets. (This is an optional provision to protect the applicant, and is used only following a major disaster declaration.)
- ☐ An invoice provision requiring contractors to submit invoices regularly and for no more than 30-day periods.
- ☐ A "Termination for Convenience" clause allowing contract termination at any time for any reason.
- ☐ A reasonable limit on the period of performance for the work to be done.
- ☐ A subcontract plan including a clear description of the percentage of the work the contractor may subcontract out and limiting use of subcontractors to only those you approve.
- ☐ The preference that the contractor use mechanical equipment to load and reasonably compact debris into the trucks and trailers.
- ☐ The requirement that the contractor provide a safe working environment, including properly constructed monitoring towers.
- ☐ Option of a unit price for extracting from ground and removing FEMA-eligible stumps (only for stumps with diameters larger than 24 inches, measured 24 inches above the ground, and with 50% or more of the root ball exposed), or including all stumps in the unit price.

FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL

APPLICANT'S CONTRACTING CHECKLIST

Contract Provisions Checklist - Continued

All contracts must contain/reflect the following provisions:

- ☐ Requirement that all contract amendments and modifications be in writing.
- ☐ Requirement that contractor obtain adequate payment and performance bonds and insurance coverage.

Pre-Disaster and Stand-By Contracts Checklist

- ☐ It is recommended that you pre-qualify contractors prior to an event and solicit bid prices from this list of contractors once an event has occurred.
- ☐ The solicitation for pre-qualifying contractors must adequately define in the proposed scope of work all the potential types of debris, typical haul distances, and size of events for which a contract may be activated.
- ☐ To ensure reasonable debris removal costs, award debris removal contracts based on unit prices (volume or weight).
- ☐ If the contract is awarded on a time and material basis, it should be limited to no more than 70 hours of actual clearance and removal operations.
- ☐ After the initial 70-hour period, payment should be on a unit price basis (volume or weight).

FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL

APPLICANT'S CONTRACTING CHECKLIST

Avoidance Checklist

- ☐ **DO NOT**: Award a debris removal contract on a sole-source basis.
- ☐ **DO NOT**: Sign a contract (including one provided by a contractor) until it has been thoroughly reviewed by your legal representative.
- ☐ **DO NOT**: Allow any contractor to make eligibility determinations, since only FEMA has that authority.
- ☐ **DO NOT**: Accept any contractor's claim that it is "FEMA certified." FEMA does not certify, credential, or recommend debris contractors.
- ☐ **DO NOT**: Award a contract to develop and manage debris processing sites unless you know it is necessary, and have contacted the State for technical assistance concerning the need for such operations. Temporary debris storage and reduction sites are not always necessary.
- ☐ **DO NOT**: Allow separate line item payment for stumps 24 inches and smaller in diameter; these should be treated as normal debris.
- ☐ **DO NOT**: "Piggyback" or utilize a contract awarded by another entity. Piggybacking may be legal under applicable state law; however, the use of such a contract may jeopardize FEMA funding.
- ☐ **DO NOT**: Award pre-disaster/stand-by contracts with mobilization costs or unit costs that are significantly higher than what they would be if the contract were awarded post-disaster. Such contracts should have variable mobilization costs depending upon the size of the debris work that may be encountered.

FEMA RECOVERY DIVISION

FACT SHEET 9580.202

DEBRIS REMOVAL
AUTHORITIES OF FEDERAL AGENCIES

Overview

This fact sheet identifies and describes the authorities of federal departments and agencies in support of debris operations following a presidential emergency or major disaster declaration. The following nine Federal agencies and departments are invested with authorities (described in detail below) addressing various aspects of debris management.

- Department of Homeland Security
  - *Federal Emergency Management Agency*
  - *United States Coast Guard*
- Department of Defense: *U.S. Army Corps of Engineers*
- Department of Agriculture
  - *Natural Resources and Conservation Service*
  - *Farm Service Agency*
  - *Animal Plant and Health Inspection Service*
- Department of Transportation: *Federal Highway Administration*
- Department of Commerce: *National Oceanic and Atmospheric Administration*
- Environmental Protection Agency

Department of Homeland Security

Federal Emergency Management Agency (FEMA)

- FEMA is authorized in Sections 403, 407 and 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to provide assistance to eligible applicants to remove debris from public and private property following a Presidential disaster declaration, when in the public interest.

- Removal must be necessary to eliminate immediate threats to lives, public health and safety; eliminate immediate threats of significant damage to improved public or private property; or ensure

the economic recovery of the affected community to the benefit of the community-at-large. The debris must be the direct result of the disaster and located in the disaster area, and the applicant must have the legal responsibility to remove the debris.

- FEMA will (1) reimburse applicants to remove eligible debris, or (2) through a mission assignment to another Federal agency (and upon request of the State) - provide *direct Federal assistance* when it has been demonstrated that the State and local government lack the capability to perform or contract for the requested work.

- Assistance will be cost-shared (at no less than 75% Federal and 25% non-Federal). In extreme circumstances, FEMA will provide up to 100% funding for a limited period of time.

United States Coast Guard (USCG)

- Under the National Contingency Plan (NCP), the USCG and Environmental Protection Agency (EPA) are responsible for providing pre-designated Federal On-Scene Coordinators (FOSCs) to conduct emergency removals of oil and hazardous materials.

- USCG is responsible for the coastal zone, and the EPA is responsible for the inland zone. The delineation between coastal and inland zones is by mutual agreement between the USCG and the EPA, and the geographic limits are indicated in Area Contingency Plans.

- Under the Comprehensive Environmental Response, Compensation, and Liability Act, or CERCLA (also known as Superfund), and the Clean Water Act, USCG has the authority to respond to actual or potential discharges of oil and actual or potential releases of hazardous substances, pollutants and contaminants that may endanger public health or the environment.

- Response actions may include containment, stabilization, decontamination, collection (e.g., orphan drums tanks and drums), and final disposal. Debris may be mixed with, or contain, oil or hazardous materials that are subject to USCG response authorities. Oil removal is funded from the Oil Spill Liability Trust Fund, while hazardous materials removal is conducted using CERCLA funds.

- USCG, under the Ports and Waterways Safety Act (33 U.S.C. §§1221), is responsible for keeping waterways safe and open. While there is no specific language stating that the USCG is responsible for debris removal from waterways, the USCG has been tasked - in the past - to assist in waterway and marine transportation system recovery.

DEBRIS REMOVAL
AUTHORITIES OF FEDERAL AGENCIES

Department of Defense

United States Army Corps of Engineers (USACE)

- USACE is authorized by Section 202 of Water Resources Development Act (WRDA) of 1976 (PL 94-587) to develop projects for the collection and removal of drift and debris from publicly maintained commercial harbors, and from land and water areas immediately adjacent thereto.

- Specific and limited local programs for continuing debris collection and disposal have been authorized (on an individual basis, with the authorized work carried out at each locality as a separate, distinct project) by Congress for:

  - New York Harbor
  - Baltimore Harbor
  - Norfolk Harbor
  - Potomac and Anacostia Rivers, in the Washington, D.C. Metropolitan area
  - San Francisco Harbor/Bay, California.

- Sections 15, 19, and 20 of the River and Harbor Act of 1899, as amended, authorize USACE to remove sunken vessels or other obstructions from navigable waterways under emergency conditions. A navigable waterway is one that has been authorized by Congress, and which USACE operates and maintains for general (including commercial and recreational) navigation. Funding for operation and maintenance of these "Federal" waterways is through USACE's annual Operations and Maintenance General Appropriation. USACE's policy is to oversee removal of sunken vessels by an identifiable owner, operator or lessee if the sunken vessel is in or likely to be moved into a Federal navigation channel. USACE will remove a vessel using its emergency authorities only if the owner, operator, or lessee cannot be identified or they cannot effect removal in a timely and safe manner.

- USACE is also authorized, under Flood Control and Coastal Emergencies (PL 84-99), to provide assistance for debris removal from flood control works, i.e., structures designed and constructed to have appreciable and dependable effects in preventing damage by irregular and unusual rises in water level. Under this authority, USACE requires that an applicant, to be eligible for assistance, be an active participant in its PL 84-99 Rehabilitation and Inspection Program at the time of the disaster.

DEBRIS REMOVAL
AUTHORITIES OF FEDERAL AGENCIES

United States Department of Agriculture

Natural Resources Conservation Service (NRCS)

- NRCS' Emergency Watershed Protection Program (EWP) is authorized by Section 216 of the Flood Control Act of 1950, PL 81–516, 33 U.S.C. 701b–1; and Section 403 of the Agricultural Credit Act of 1978, PL 95–334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, PL 104–127, 16 U.S.C. 2203.

- Debris clean up must be for either runoff retardation or soil erosion prevention that is causing a sudden impairment in the watershed creating an imminent threat to life or property. Typically, this includes debris within channels but could also include debris in close proximity to a channel or situated where the next event could create an imminent threat to life or property. There is no size limit to the watershed except that EWP assistance is not eligible for coastal erosion restoration.

- The EWP is funded through specific Congressional appropriations.

- Public and private landowners are eligible for assistance but must be represented by a project sponsor (a state or political subdivision thereof, qualified Indian tribe or tribal organization, or unit of local government).

- Work can be done either through Federal or local contracts. Sponsors are responsible for the 75% local cost share.

- NRCS can provide assistance when the President declares an area to be a major disaster area or when an NRCS State Conservationist determines that a watershed impairment exists.

- NRCS will not provide funding for activities undertaken by a sponsor prior to the signing of an agreement between NRCS and the sponsor.

Farm Service Agency (FSA)

- Emergency Conservation Program (ECP) is authorized by Sections 401 - 406 of the Agricultural Credit Act of 1978, PL 95–334, and provides emergency assistance for debris removal from privately-owned land following a natural disaster. It is funded through Congressional supplemental appropriations.

DEBRIS REMOVAL
AUTHORITIES OF FEDERAL AGENCIES

- The damage must be so costly that Federal assistance is or will be required to return the land to productive agricultural use or to provide emergency water for livestock.

- The ECP provides emergency cost share funding (up to 75% federal share) and technical assistance for farmers and ranchers to remove debris (other than animal carcasses).

Animal, Plant and Health Inspection Service (APHIS)

- APHIS has two programs under which it can provide debris removal assistance:

  - Veterinary Services (VS) program authorized by Animal Health Protection Act (7 U.S.C. 8301–8317) which provides for removal and burial of diseased animal carcasses.

  - Plant Protection and Quarantine (PPQ) program authorized by Plant Protection Act (Title IV, Pub. L. 106–224, 114 Stat. 438, 7 U.S.C. 7701–7772). This program manages issues related to the health of plant resources. Primary objective is to regulate and monitor in order to reduce the risk of introduction and spread of invasive species, including planning, surveillance, quick detection, containment, and eradication.

- Both public and private lands are eligible under these programs which provide assistance to Federal, State, tribes, local jurisdictions, and private landowners to manage animal and plant health by collecting and providing information, conducting or supporting treatments, providing technical assistance for planning and program implementation (removal).

Environmental Protection Agency (EPA)

- EPA's primary authorities related to debris removal fall into two categories: (1) authorities related to cleaning up debris that is mixed with or contains oil or hazardous materials; and (2) authorities related to establishing standards for proper management of debris (hazardous and non-hazardous). EPA generally does not remove non-hazardous debris after emergencies/disasters.

- Under the Comprehensive Environmental Response, Compensation, and Liability Act, or CERCLA (also known as Superfund), and the Clean Water Act, EPA and the United States Coast Guard (USCG) have the authority to respond to actual or potential discharges of oil and actual or potential discharges of hazardous substances, and to actual or potential discharges of pollutants and contaminants that may present an imminent and substantial danger to the public health or welfare.

DEBRIS REMOVAL
AUTHORITIES OF FEDERAL AGENCIES

- EPA has responsibility for responses in the inland zone and USCG has responsibility for responses in the coastal zone. The delineation between the inland and coastal zone is determined by mutual agreement by the EPA and USCG, and the geographic boundaries are indicated in Area Contingency Plans.

- EPA and USCG carry out these responsibilities under implementing regulations known as the National Oil and Hazardous Substances Pollution Contingency Plan (NCP). EPA and USCG pre-designate Federal On-Scene Coordinators (FOSCs) to direct and coordinate response actions.

- Response actions may include containment, stabilization, decontamination, collection (e.g., orphan tanks and drums), and disposal. Debris may be mixed with, or contain, oil or hazardous materials that are subject to these response authorities.

- CERCLA requires that the State in which the site is located fund 10% of remedial action costs, with the other 90% drawn from the Superfund. However, where the potentially responsible party is a political subdivision of a State, the State must agree to fund 50% of the remedial action costs, with the other 50% drawn from the Superfund.

- The Resource Conservation and Recovery Act established a framework for Federal, State, and local cooperation in controlling the management of hazardous and non-hazardous solid waste. The EPA role is to establish minimum regulatory standards that are, in most cases, implemented by the States and to provide technical assistance. EPA administers other laws as well that may impact the management of debris (e.g., Clean Air Act requirements that apply to asbestos-containing debris). Again, some of these programs may be delegated to the States.

- FEMA may mission assign the EPA through the United States Army Corps of Engineers to dispose of household hazardous waste following a major disaster declaration from the President.

Department of Transportation

Federal Highway Administration (FHWA)

- The Emergency Relief (or ER) program is authorized in Title 23, United States Code, Section 125, from the Highway Trust Fund, and supports repair or reconstruction of Federal-aid highways and roads on Federal lands which have suffered serious damage as a result of natural disasters or catastrophic failures from an external cause.

- Debris removal from Federal-aid roads is eligible for 100% reimbursement during the first 180 days following an emergency event that qualifies and is approved for the ER program.

DEBRIS REMOVAL
AUTHORITIES OF FEDERAL AGENCIES

- The ER program is funded $100 million in annual authorizations. If the annual authorization is expended, FHWA will reimburse eligible costs when ER funds become available.
- The State must incur a cost of at least $700,000 statewide to qualify for ER assistance. The cost of individual projects (sites) must be $5,000.
- It is the responsibility of individual States to request ER funds for assistance in the cost of necessary repair of Federal-aid highways damaged by natural disasters or catastrophic failures.

Department of Commerce

National Oceanic and Atmospheric Administration (NOAA)

- The Coastal and Geodetic Survey Act of 1947 and the Hydrographic Services Improvement Acts of 1998, 2002, authorize NOAA to be directly involved in programs to assess and remove hazards and debris. NOAA does not fund debris removal.
- NOAA's Office of Coastal Survey is responsible for surveying and charting the nation's waters and coast, and has been heavily involved in hydro-surveying using side-scan and multi-beam sonar to identify hazards and debris and dangers to navigation along the Gulf Coast for the last three years.

David Garratt
Acting Director of Recovery
Federal Emergency Management Agency

1/27/07
Date

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FEMA

DISASTER ASSISTANCE DIRECTORATE

FACT SHEET 9580.203

DEBRIS MONITORING

Overview

When a disaster event occurs that produces large amounts of debris, effective coordination is required between the Public Assistance applicant, State, and FEMA to ensure that debris removal operations are efficient, effective, and eligible for FEMA Public Assistance grant funding. Eligible Public Assistance applicants are encouraged to monitor debris removal operations and document eligible quantities and reasonable expenses to ensure that the work is eligible for Public Assistance grant funding. Failure to do so properly may jeopardize this funding.

Public Assistance applicants can use force account resources or contractors to monitor debris removal operations, or a combination of both. Regardless of the method, the applicant is responsible for ensuring that applicant-managed debris removal work (either force account or contract) being funded through Public Assistance grants is eligible in accordance with Public Assistance guidelines. This Fact Sheet provides Public Assistance applicants with information on how to properly monitor applicant-managed debris removal operations to ensure compliance with these guidelines. It also provides information on debris monitoring responsibilities and duties that apply to both force account and contractor operations; however, some information provided only applies to debris operations performed under contract.

Debris Monitoring Roles and Responsibilities

Monitoring debris removal operations requires comprehensive observation and documentation by the Public Assistance applicant of debris removal work performed from the point of debris collection to final disposal. Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with Public Assistance guidelines, and helps to verify compliance with all applicable Federal, State, and local regulations.

A number of different entities play a role in monitoring debris removal operations to ensure that they are efficient, effective and eligible for FEMA Public Assistance funding. It is important that these entities work together to communicate and resolve issues in the field so that reimbursement funding for debris removal operations is not jeopardized. Below is a table which addresses the general monitoring responsibilities and tasks of different partners in the debris removal operation. The table is followed by specific monitoring responsibilities and duties for both force account and contractor debris monitors in the field.

DEBRIS MONITORING

Entity	Responsibilities	Tasks
Debris Removal Contractor	Conduct debris removal operations per the terms of the contract.	▪ Monitor its own day-to-day operations to ensure its contractual obligations are being met.
Public Assistance Applicant Monitoring Contractor	Works for Applicant to monitor debris contractor's day-to-day operations to ensure the applicants expectations and contractual requirements are being met.	▪ Provide debris monitoring personnel who are trained in eligibility. ▪ Monitor operations in accordance with the contract requirements. ▪ Provide all monitoring documents as required in the monitoring contract.
Public Assistance Applicant (subgrantee)	Provide oversight and quality assurance of both the debris removal contract and the monitoring contract (if applicable). Request PA funds for eligible work. Ensure performance measures are met and eligible work is documented. Understand eligibility requirements and ensure work performed under the contract meets these requirements.	▪ Designate project manager. *If debris removal is performed by force account labor:* ▪ Provide documentation to substantiate eligible debris quantities. ▪ Ensure compliance with subgrant requirements. *If debris removal is performed under contract:* ▪ Ensure that debris removal contractors and monitoring contractors (if applicable) understand eligibility requirements for the debris removal operations. ▪ Ensure that only eligible debris quantities are being claimed for Public Assistance. ▪ Resolve issues or discrepancies associated with the contract.
State (Grantee)	Ensure grant requirements outlined in the 44 CFR are being met and that PA applicants are receiving funds for eligible costs. Responsible for monitoring the grant and subgrant to ensure compliance with Federal, State and local laws and regulations.	▪ Monitor the grant and subgrant requirements. ▪ Ensure that the applicant is sufficiently monitoring the debris removal operation (FEMA\Grantee effort). ▪ Conduct random monitoring at load sites and disposal sites to ensure compliance with grant requirements (FEMA\Grantee effort). ▪ Notify subgrantee of compliance issues and outline corrective actions (FEMA\Grantee effort).
FEMA	Ensure grant requirements outlined in 44 CFR are being met. Fund eligible work. Responsible for the preparation of large project worksheets, development of the scope of work and the obligation of funds. Responsible for monitoring the grant to ensure compliance with Federal, State and local laws and regulations.	▪ Develop large project worksheets in coordination with the Grantee and subgrantee. ▪ Utilize monitors to ensure that the applicant is sufficiently monitoring the debris removal operation. (FEMA\Grantee effort) ▪ Conduct random monitoring at load sites and disposal sites to ensure compliance with grant requirements. (FEMA\Grantee effort). ▪ Notify Grantee/subgrantee of compliance issues and outline corrective actions (FEMA\Grantee effort). ▪ Increase or decrease monitoring efforts as necessary to ensure corrective actions are in place and operations are being effectively monitored.

DEBRIS MONITORING

The specific responsibilities and duties of individual debris monitors in the field are the same for both force account and contracted debris monitoring operations. They are:

- Report issues to their direct supervisor which require action (such as safety concerns, contractor non-compliance and equipment use)
- Accurately measure and certify truck capacities (recertify on a regular basis)
- Properly and accurately complete and physically control load tickets (in tower and field)
- Ensure that trucks are accurately credited for their load
- Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed—not compacted)
- Validate hazardous trees, including hangers, leaners, and stumps
- Ensure that hazardous wastes are not mixed in loads
- Ensure that all debris is removed from trucks at Debris Management Sites (DMS)
- Report if improper equipment is mobilized and used
- Report if contractor personnel safety standards are not followed
- Report if general public safety standards are not followed
- Report if completion schedules are not on target
- Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible)
- Assure that force account labor and/or debris contractor work is within the assigned scope of work
- Monitor site development and restoration of DMSs
- Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes)
- Record the types of equipment used (Time & Materials contract)
- Record the hours equipment was used, include downtime of each piece of equipment by day (Time & Materials contract)

Applicants may request FEMA/State assistance with debris monitoring or monitor training.

Only FEMA has the authority to make eligibility decisions; contractors cannot make eligibility determinations. Information on eligibility can be found in the Public Assistance Debris Management Guide FEMA 325, the Public Assistance Policy Digest FEMA 321, the Public Assistance Applicant Handbook FEMA 323, and the Public Assistance Guide FEMA 322.

Monitoring Requirements by Type of Contract

Unlike other categories of work eligible for Public Assistance grants, initial debris removal project worksheets typically do not have a defined scope of work, since precise quantities of debris are difficult to attain. Therefore, unit price contracts which pay by debris volume or weight removed are typically implemented. Unit price contracts require extensive monitoring to determine accurate quantities of eligible debris removed and disposed. As load tickets are compiled and accurate quantities are determined through monitoring, the scope of work for the project worksheet, or version, is established.

DEBRIS MONITORING

In some cases, time and materials contracts may be more cost effective and appropriate for the amount and type of eligible work to be performed. For both time and materials and lump sum contracts, debris monitors must still document and quantify eligible debris amounts in order to determine reasonableness of costs.

The table below includes a breakdown of monitoring requirements by contract type.

Type of Contract	Project Worksheet Scope of Work	Subgrantee Monitoring Required					Comments
		Crew Efficiency	Load site	DMSs	Disposal sites	Fraud	
Lump Sum	Defined debris quantities and reasonable costs. Estimate is basis for contract costs.		√		√		Quantities are still required to determine reasonable costs.
Unit Price - CY	Based on eligible debris listed on load tickets	√	√	√	√	√	
Unit Price - Ton	Based on actual weight measurements of eligible debris listed on load tickets.		√		√	√	
Time and Materials	Based on labor, equipment and materials records. Reasonable costs evaluated by determining costs per unit.	√	√		√	√	Typically used for road clearance. If used for debris removal, quantities are still required to determine reasonable costs. Eligible costs are restricted to up to 70 hours.

Monitoring Contracts

The request for proposal (RFP) for debris monitoring contracts should outline the qualification of debris monitors. The qualifications should be appropriate for the individual responsibilities and duties listed above, and debris monitors should have experience working on construction sites and be familiar with safety regulations. It is not necessary to have professional engineers and other certified professionals perform these duties. Debris monitors primarily should have the ability to estimate debris quantities, differentiate between debris types, properly fill out load tickets, and follow all site safety procedures.

The RFP should also outline possible locations to be monitored and reporting requirements to document eligible debris quantities.

DEBRIS MONITORING

Monitoring contracts are typically time and materials and must contain a ***not-to-exceed*** clause per the requirements of Part 13 of 44 CFR. The subgrantee should ensure the level of monitoring and overhead claimed is commensurate with the level of effort required to effectively monitor the debris removal and monitoring operation. In addition to the costs for the monitors, the subgrantee can claim as part of its monitoring project worksheet reasonable costs for the debris monitoring contractor to provide training, oversight, and data compilation as required by the terms of the contract. Architectural and engineering service overhead should not be claimed. Additional information on costs that are eligible can be found in the *Public Assistance Debris Management Guide FEMA 325*.

The monitoring contractor costs associated with compiling data to verify costs invoiced by the debris removal contractor can be an eligible expense. Costs associated with attending meetings with FEMA and/or the Grantee and compiling documentation for the production of project worksheets are funded through the administrative allowance as stated in 44 CFR, Part 206.228 and cannot be a direct charge to a Public Assistance grant.

Reporting Requirements & Performance Measures

If FEMA is providing grant assistance for the applicant's monitoring contract, a sample of the reporting requirements outlined in the contract will be required to substantiate the eligible costs. This sample must be adequate to demonstrate that sufficient measures were taken to ensure eligibility and accurate quantities are being reported as part of the grant. Applicants should require debris monitors to submit daily reports on load quantities, debris management site operations, and operational and safety issues in the field. Regular reporting helps to promote quality assurance and provides the applicant with a consistent accounting of operations in the field.

If a time and materials monitoring contract is used, the contractor will have to supply labor, equipment and material records to the subgrantee in order to substantiate the actual costs in the project worksheet.

Continuous monitoring of all activities of a debris contractor can help promote efficiency and effectiveness in the debris removal operation. In evaluating a contractor's performance, primary interest is in the progress toward completion of the services called for and the financial status of the contract. It is important that the contract provide for submission of reports and payment estimates to aid in evaluating the contractor's progress.

Applicant debris monitoring responsibilities may include tracking performance measures used to assess the progress of debris removal operations in the field. Specific debris contract performance measures may include:

- Percentage completion tracking
- Adherence to contract time schedules
- Adherence to contract cost schedules

DEBRIS MONITORING

Contract Procurement Requirements

To be eligible for reimbursement under the Public Assistance Program, contracts for debris monitoring must meet rules for Federal grants, as provided for in 44 CFR Part 13.36 *Procurement* (http://www.access.gpo.gov/nara/cfr/waisidx_04/44cfr13_04.html). Public Assistance applicants should comply with their own procurement procedures in accordance with applicable State and local laws and regulations, provided that they conform to applicable Federal laws and standards identified in Part 13.



5/3/07

David Garratt
Acting Assistant Administrator
Disaster Assistance Directorate

Date

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Disaster recovery assistance is available without regard to race, color, national origin, sex, age, religion, disability, or economic status. Anyone who believes he/she has been discriminated against should contact the FEMA Helpline at: 1-800-525-0321.

Report fraud, waste, and abuse to FEMA's Office of Inspector General on the Hotline at 1-800-323-8603.

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

This content is from the eCFR and is authoritative but unofficial.

Title 23 —Highways
Chapter I —Federal Highway Administration, Department of Transportation
Subchapter G —Engineering and Traffic Operations
Part 635 —Construction and Maintenance

Authority: Sections 1525 and 1303 of Pub. L. 112-141, Sec. 1503 of Pub. L. 109-59, 119 Stat. 1144; 23 U.S.C. 101 (note), 109, 112, 113, 114, 116, 119, 128, and 315; 31 U.S.C. 6505; 42 U.S.C. 3334, 4601 *et seq.;* Sec. 1041(a), Pub. L. 102-240, 105 Stat. 1914; 23 CFR 1.32; 49 CFR 1.85(a)(1).

Subpart D General Material Requirements

§ 635.401 Purpose.
§ 635.403 Definitions.
§ 635.405 Applicability.
§ 635.407 Use of materials made available by a public agency.
§ 635.409 Restrictions upon materials.
§ 635.410 Buy America requirements.
§ 635.411 Culvert and storm sewer material types.
§ 635.413 Guaranty and warranty clauses.
§ 635.417 Convict produced materials.

Editorial Note: Nomenclature changes to part 635 appear at 67 FR 75924, Dec. 10, 2002.

Subpart D—General Material Requirements

Source: 41 FR 36204, Aug. 27, 1976, unless otherwise noted.

§ 635.401 Purpose.

The purpose of this subpart is to prescribe requirements and procedures relating to product and material selection and use on Federal-aid highway projects.

§ 635.403 Definitions.

As used in this subpart, the following terms have the meanings indicated:

(a) ***FHWA Division Administrator*** means the chief Federal Highway Administration (FHWA) official assigned to conduct business in a particular State;

(b) ***Material*** means any tangible substance incorporated into a Federal-aid highway project;

(c) ***PS&E*** means plans, specifications, and estimates;

(d) ***Special provisions*** means additions and revisions to the standard and supplemental specifications applicable to an individual project;

(e) ***Standard specifications*** means a compilation in book form of specifications approved for general application and repetitive use;

(f) ***State*** has the meaning set forth in 23 U.S.C. 101;

(g) ***State transportation department*** means that department, commission, board, or official of any State charged by its laws with the responsibility for highway construction;

(h) ***Supplemental specifications*** means approved additions and revisions to the standard specifications.

§ 635.405 Applicability.

The requirements and procedures prescribed in this subpart apply to all contracts relating to Federal-aid highway projects.

[69 FR 7119, Feb. 13, 2004]

§ 635.407 Use of materials made available by a public agency.

(a) Contracts for highway projects shall require the contractor to furnish all materials to be incorporated in the work and shall permit the contractor to select the sources from which the materials are to be obtained. Exception to this requirement may be made when there is a definite finding by the State transportation department and concurred in by the FHWA Division Administrator, that it is in the public interest to require the contractor to use material furnished by the State transportation department or from sources designated by the State transportation department. In cases such as this, the FHWA does not expect mutual sharing of costs unless the State transportation department receives a related credit from another agency or political subdivision of the State. Where such a credit does accrue to the State transportation department, it shall be applied to the Federal-aid project involved. The designation of a mandatory material source may be permitted based on environmental considerations, provided the environment would be substantially enhanced without excessive cost. Otherwise, if a State transportation department proposal to designate a material source for mandatory use would result in higher project costs, Federal-aid funds shall not participate in the increase even if the designation would conserve other public funds.

(b) The provisions of paragraph (a) of this section will not preclude the designation in the plans and specifications of sources of local natural materials, such as borrow aggregates, that have been investigated by the State transportation department and found to contain materials meeting specification requirements. The use of materials from such designated sources shall not be mandatory unless there is a finding of public interest as stated in paragraph (a) of this section.

(c) Federal funds may participate in the cost of specifications materials made available by a public agency when they have been actually incorporated in accepted items of work, or in the cost of such materials meeting the criteria and stockpiled at the locations specified in § 635.114 of this chapter.

(d) To be eligible for Federal participation in its cost, any material, other than local natural materials, to be purchased by the State transportation department and furnished to the contractor for mandatory use in the project, must have been acquired on the basis of competitive bidding, except when there is a finding of public interest justifying the use of another method of acquisition. The location and unit price at which

such material will be available to the contractor must be stated in the special provisions for the benefit of all prospective bidders. The unit cost eligible for Federation participation will be limited to the unit cost of such material to the State transportation department.

(e) When the State transportation department or another public agency owns or has control over the source of a local natural material the unit price at which such material will be made available to the contractor must be stated in the plans or special provisions. Federal participation will be limited to

(1) the cost of the material to the State transportation department or other public agency; or

(2) the fair and reasonable value of the material, whichever is less. Special cases may arise that will justify Federal participation on a basis other than that set forth above. Such cases should be fully documented and receive advance approval by the FHWA Division Administrator.

(f) Costs incurred by the State transportation department or other public agency for acquiring a designated source or the right to take materials from it will not be eligible for Federal participation if the source is not used by the contractor.

(g) The contract provisions for one or a combination of Federal-aid projects shall not specify a mandatory site for the disposal of surplus excavated materials unless there is a finding by the State transportation department with the concurrence of the FHWA Division Administrator that such placement is the most economical except that the designation of a mandatory site may be permitted based on environmental considerations, provided the environment would be substantially enhanced without excessive cost.

§ 635.409 Restrictions upon materials.

No requirement shall be imposed and no procedure shall be enforced by any State transportation department in connection with a project which may operate:

(a) To require the use of or provide a price differential in favor of articles or materials produced within the State, or otherwise to prohibit, restrict or discriminate against the use of articles or materials shipped from or prepared, made or produced in any State, territory or possession of the United States; or

(b) To prohibit, restrict or otherwise discriminate against the use of articles or materials of foreign origin to any greater extent than is permissible under policies of the Department of Transportation as evidenced by requirements and procedures prescribed by the FHWA Administrator to carry out such policies.

§ 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 § 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 iron or steel products 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 recipient has standard contract provisions that require the use of domestic materials and products, including iron or steel products, to the same or greater extent as the provisions set forth in this section.

(3) The recipient elects to include alternate bid provisions for foreign and domestic iron or steel products which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign iron or steel products 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 iron or steel products, and

(ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic iron or steel products unless such total bid exceeds the lowest total bid based on furnishing foreign iron or steel products by more than 25 percent.

(4) When iron or steel products are used in a project, the requirements of this section do not prevent a minimal use of foreign iron or steel products, 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) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless the manufactured products used and permanently incorporated in such project are produced in the United States. To meet the requirement in this paragraph (c), the manufactured product must meet the following:

(1) The following definitions apply to this section:

(i) ***Component*** means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or, where applicable, an iron or steel product.

(ii) ***Excluded materials*** means *section 70917(c) materials* as defined in 2 CFR 184.3.

(iii) ***Iron or steel products*** means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

(iv) ***Manufactured products*** means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified as an iron or steel product, an excluded material, or other product category as specified by law or in 2 CFR part 184, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

(v) ***Manufacturer,*** in the case of manufactured products, means the entity that performs the final manufacturing process that produces a manufactured product.

(vi) ***Predominantly of iron or steel or a combination of both*** means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

(vii) ***Produced in the United States,*** in the case of manufactured products, means:

(A) For projects obligated on or after October 1, 2025, the product was manufactured in the United States; and

(B) For projects obligated on or after October 1, 2026, the product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

(2) An article, material, or supply shall only be classified as an iron or steel product, a manufactured product, or other products as specified by law or in 2 CFR part 184. An iron or steel product must meet the requirements of paragraph (b) of this section. Except as otherwise provided in this paragraph (c), an article, material, or supply shall not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the above-listed categories. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph (c) must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron or steel product or manufactured product will be incorporated.

(i) With respect to precast concrete products that are classified as manufactured products, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this section. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

(ii) With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property and classified as manufactured products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this section. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

(3) In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, recipients shall determine the cost as follows:

(i) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(ii) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (c)(3)(i) of this section, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

(4) The provisions of this paragraph (c) are separate and severable from one another and from the other provisions of this section. If any provision is stayed or determined to be invalid, the remaining provisions shall continue in effect.

(d) Standard recipient 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; 90 FR 2957, Jan. 14, 2025]

§ 635.411 Culvert and storm sewer material types.

State Departments of Transportation (State DOTs) shall have the autonomy to determine culvert and storm sewer material types to be included in the construction of a project on a Federal-aid highway.

[84 FR 51028, Sept. 27, 2019]

§ 635.413 Guaranty and warranty clauses.

The State DOT may include warranty provisions in National Highway System (NHS) construction contracts in accordance with the following:

(a) Warranty provisions shall be for a specific construction product or feature. Items of maintenance not eligible for Federal participation shall not be covered.

(b) All warranty requirements and subsequent revisions shall be submitted to the Division Administrator for advance approval.

(c) No warranty requirement shall be approved which, in the judgment of the Division Administrator, may place an undue obligation on the contractor for items over which the contractor has no control.

(d) A State DOT may follow its own procedures regarding the inclusion of warranty provisions in non-NHS Federal-aid contracts.

(e) In the case of a design-build project, the following requirements will apply instead of paragraphs (a) through (d) of this section.

(1) General project warranties may be used on NHS projects, provided:

(i) The term of the warranty is short (generally one to two years); however, projects developed under a public-private agreement may include warranties that are appropriate for the term of the contract or agreement.

(ii) The warranty is not the sole means of acceptance;

(iii) The warranty must not include items of routine maintenance which are not eligible for Federal participation; and,

(iv) The warranty may include the quality of workmanship, materials and other specific tasks identified in the contract.

(2) Performance warranties for specific products on NHS projects may be used at the State DOT's discretion. If performance warranties are used, detailed performance criteria must be provided in the Request for Proposal document.

(3) The State DOT may follow its own procedures regarding the inclusion of warranty provisions on non-NHS Federal-aid design-build contracts.

(4) For best value selections, the State DOT may allow proposers to submit alternate warranty proposals that improve upon the warranty terms in the RFP document. Such alternate warranty proposals must be in addition to the base proposal that responds to the RFP requirements.

[60 FR 44274, Aug. 25, 1995, as amended at 67 FR 75926, Dec. 10, 2002; 72 FR 45336, Aug. 14, 2007]

§ 635.417 Convict produced materials.

(a) Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:

(1) Produced by convicts who are on parole, supervised release, or probation from a prison or

(2) Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987.

(b) ***Qualified prison facility*** means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

[53 FR 1923, Jan. 25, 1988, as amended at 58 FR 38975, July 21, 1993]

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

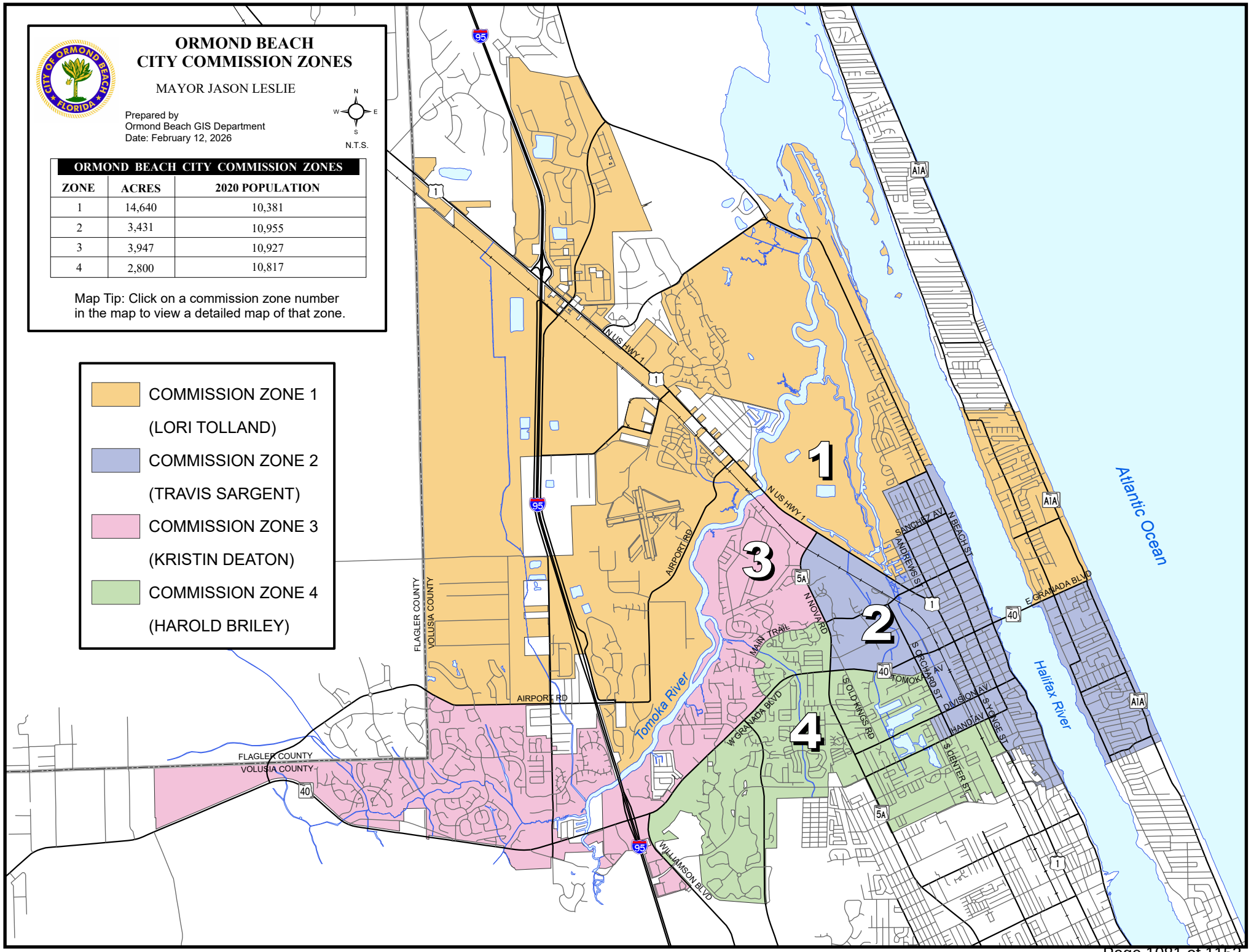
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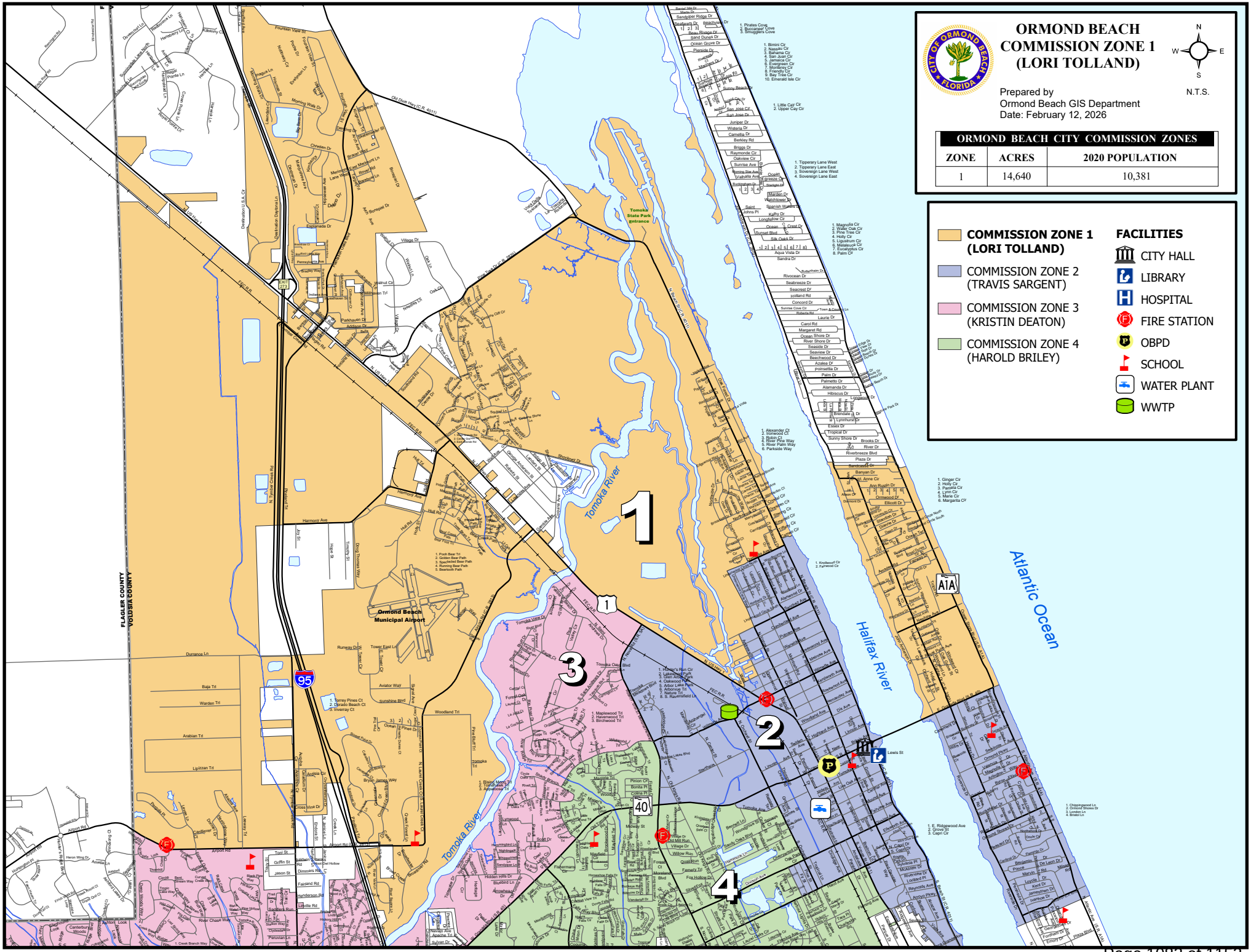
Prepared by
Ormond Beach GIS Department
Date: February 12, 2026

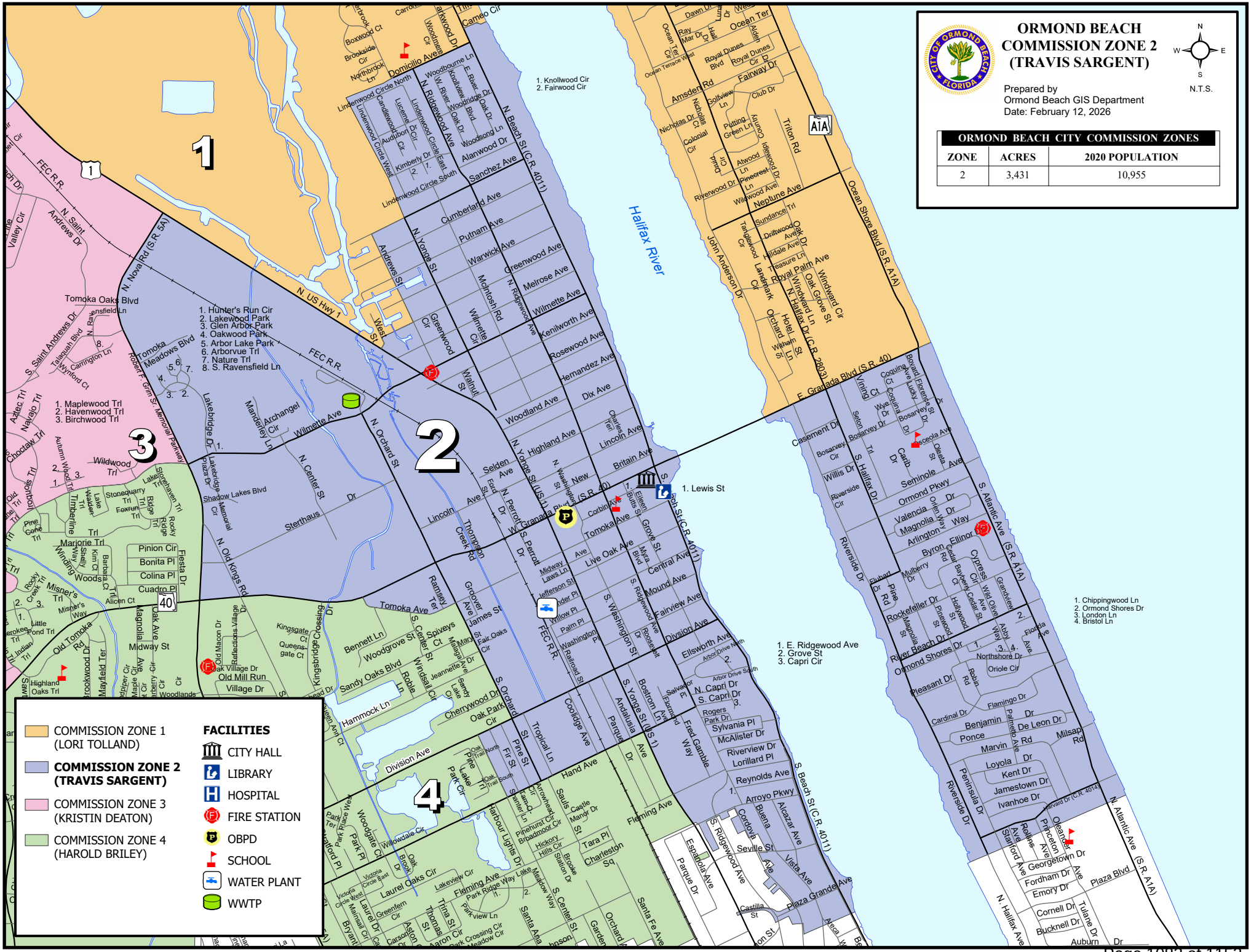
N.T.S.

ORMOND BEACH CITY COMMISSION ZONES		
ZONE	ACRES	2020 POPULATION
1	14,640	10,381
2	3,431	10,955
3	3,947	10,927
4	2,800	10,817

Map Tip: Click on a commission zone number in the map to view a detailed map of that zone.




ORMOND BEACH
COMMISSION ZONE 1
(LORI TOLLAND)
N
W
E
S
N.T.S.
Prepared by
Ormond Beach GIS Department
Date: February 12, 2026
ORMOND BEACH CITY COMMISSION ZONES
ZONE | ACRES | 2020 POPULATION
1 | 14,640 | 10,381
COMMISSION ZONE 1 (LORI TOLLAND)
COMMISSION ZONE 2 (TRAVIS SARGENT)
COMMISSION ZONE 3 (KRISTIN DEATON)
COMMISSION ZONE 4 (HAROLD BRILEY)
FACILITIES
CITY HALL
LIBRARY
HOSPITAL
FIRE STATION
OBPD
SCHOOL
WATER PLANT
WWTP
Tomoka River
Halifax River
Atlantic Ocean
Ormond Beach Municipal Airport
FLAGLER COUNTY
VOLUSIA COUNTY
1
2
3
4


ORMOND BEACH
COMMISSION ZONE 2
(TRAVIS SARGENT)
Prepared by
Ormond Beach GIS Department
Date: February 12, 2026
N.T.S.
ORMOND BEACH CITY COMMISSION ZONES
ZONE | ACRES | 2020 POPULATION
2 | 3,431 | 10,955
COMMISSION ZONE 1 (LORI TOLLAND)
COMMISSION ZONE 2 (TRAVIS SARGENT)
COMMISSION ZONE 3 (KRISTIN DEATON)
COMMISSION ZONE 4 (HAROLD BRILEY)
FACILITIES
CITY HALL
LIBRARY
HOSPITAL
FIRE STATION
OBPD
SCHOOL
WATER PLANT
WWTP
Halifax River
1
2
3
4
1. Knollwood Cir
2. Fairwood Cir
1. Hunter's Run Cir
2. Lakewood Park
3. Glen Arbor Park
4. Oakwood Park
5. Arbor Lake Park
6. Arborvue Trl
7. Nature Trl
8. S. Ravensfield Ln
1. Maplewood Trl
2. Havenwood Trl
3. Birchwood Trl
1. Lewis St
1. E. Ridgewood Ave
2. Grove St
3. Capri Cir
1. Chippingwood Ln
2. Ormond Shores Dr
3. London Ln
4. Bristol Ln
1. Lakeridge Dr
2. Lakeridge Plaza Dr
3. Lakeridge Memorial Cir
4. Shadow Lakes Blvd
1. Oak Village Dr
2. Old Mill Run
3. Village Dr
1. Eileen
2. Butts St
1. Fleming Ave
2. Park Ridge Way
1. Arroyo Pkwy
2. Cordova
3. Buena
4. Alcazar Ave
5. Vista Ave
6. Plaza Grande Ave
1. Northshore Dr
2. Oriole Cir
3. Flamingo Dr
4. Cardinal Dr
1. Harvard Dr (C.R. 4014)
2. Princeton Ave
3. Georgetown Dr
4. Fordham Dr
5. Emory Dr
6. Cornell Dr
7. Bucknell Dr
8. Auburn Dr
9. Tulane Dr
10. Plaza Blvd
11. Oleander Ave
12. Stanford Ave
13. Rollins Ave
Tomoka Oaks Blvd
Tomoka Meadows Blvd
Old Tomoka Rd
Midway St
Oak Ave
Pinion Cir
Bonita Pl
Colina Pl
Cuadro Pl
Fiesta Dr
Marjorie Trl
Misner's Trl
Misner's Way
Mayfield Ter
Brookwood Dr
Highland Oaks Trl
Tomoka Ave
Bennett Ln
Woodgrove St
Spivey's Ct
Center St
Sandy Oaks Blvd
Roble Ln
Windsail Cir
Jeannette Ave
Hammock Ln
Cherrywood Dr
Oak Park Cir
Division Ave
Hand Ave
Fleming Ave
Laurel Oaks Cir
Laurel Dr
Greenfern Cir
Trina St
Thomas St
Aaron Cir
Park Crossing Cir
Meadow Way
Santa Ana
Santa Fe Ave
Orchard Ln
Woodgate Ct
Park Pl
Park Place West
Wildwdale Cir
Oak Brook
Victoria Circle West
Victoria Circle East
Marshall Cir
Bryant
Carson
Aston
Lakeview Cir
Park View Ln
Tara Pl
Charleston Sq
Salus Castle Mangr Dr
Pinehurst Cir
Brpakmoor Cir
Hickory Hills Cir
Brooke Station Dr
Harbour Lights Dr
Oak Trail North
Oak Trail South
Pine St
Fir St
Tropical Ln
Coolidge Ave
Andalusia Ave
Parquet Dr
Bostrom Ln
Fred Gamble Way
Sylvania Pl
McAlister Dr
Riverview Dr
Lorillard Pl
Reynolds Ave
Seville St
Espadola Ave
Parque Dr
Castilla St
Arbor Drive North
Arbor Drive South
Rogers Park Dr
Salvador Pl
Fairmond Pl
N. Capri Dr
S. Capri Dr
Ellsworth Ave
Division Ave
Fairview Ave
Mound Ave
Central Ave
Grove St
Myra Blvd
Live Oak Ave
Tomoka Ave
Corbin Ave
Granada Blvd
Washington Pl
Railroad St
Midway Ln
Jefferson St
Willow Pl
Palm Pl
Groover Ave
James St
Fair Oaks Cir
Ramsey Ter
Thompson Creek Rd
Kingsgate Ct
Queensgate Ct
Kingsbridge Crossing Dr
Old Macon Dr
Reflections Village
Alicen Ct
Barbara Ct
Shelly Kim Ct
Rocky Creek Trl
Pine Cone Trl
Timberline Trl
Stonequarry Trl
Foxrun Trl
Ridge Trl
Rocky Ridge Trl
Lake Walden
Stonehaven Trl
Wildwood Trl
Autumn Wood Trl
Choctaw Trl
Navajo Trl
Aztec Trl
Old Trl
Little Pond Trl
Indian Trl
Cherokee Trl
Valley Cir
N. Saint Andrews Dr
S. Saint Andrews Dr
Talamiah Blvd
Wynford Ct
Carrington Ln
Robert F. Grim Sr. Memorial Parkway
Mandelley Ln
Archangel Cir
Wilmette Ave
Lincoln Ave
Sterthaus Dr
N. Center St
N. Old Kings Rd
N. Orchard St
Selden Ave
N. Yonge St (U.S. 1)
N. Perrott Dr
S. Perrott Dr
N. Washington St (U.S. 1)
S. Washington St
S. Ridgewood Ave
Britain Ave
Lincoln Ave
Hernandez Ave
Dix Ave
Woodland Ave
Rosewood Ave
Kenilworth Ave
Melrose Ave
Greenwood Ave
Warwick Ave
Putnam Ave
Cumberland Ave
Sanchez Ave
Alanwood Dr
Woodsong Ln
Woodridge Oak Dr
Woodbourne Ln
Knollwood Ln
W. River Oaks Dr
E. River Oaks Dr
Lucerne Dr Cir
Audubon Dr Cir
Kimberly Dr
Lindenwood Circle East
Lindenwood Circle West
Lindenwood Circle South
Lindenwood Circle North
Candlewood Cir
Boxwood Ct
Brookside Cir
Northbrook Ln
Woodmere Cir
Domicilio Ave
Cameo Cir
N. Beach St (C.R. 4011)
N. Ridgewood Ave
McIntosh Rd
Wilmette Cir
Greenwood Cir
Andrews St
West St
Walnut St
N. US Hwy 1
N. Nova Rd (S.R. 5A)
FEC R.R.
1
40
A1A
Ocean Shore Blvd (S.R. A1A)
E. Granada Blvd (S.R. 40)
S. Beach St (C.R. 4011)
S. Atlantic Ave (S.R. A1A)
N. Atlantic Ave (S.R. A1A)
N. Halifax Ave
S. Halifax Dr
Riverside Dr
Peninsula Dr
Ormond Shores Dr
River Beach Dr
Pleasant Dr
Ponce
Marvin Rd
Loyola Dr
Kent Dr
Jamestown Dr
Ivanhoe Dr
Benjamin
De Leon Dr
Palmetto Ave
Milsap Rd
Robin Rd
Florida Ave
Abby Way
Grandview
Rockefeller Dr
Pine Rd
Elkhart Dr
Mulberry Dr
Byron
Cedar Rd
Bayberry Cir
Cypress Cir
Wild Olive Ave
Hollywood St
Pinewood St
Ellinor
Arlington Way
Magnolia Dr
Valencia Dr
Orten Way
Ormond Pkwy
Seminole Dr
Osceola Ave
Okeela St
Carib Dr
Bosarvey Cir
Bosarvey Dr
Bosarvey Trl
Willis Dr
Riverside Cir
Casement Dr
Coquina Ct
Coquina Dr
Wye Dr
Lucky Dr
Boyard Florence St
Irving Ct
Hotel Orchard St
Wilson Ln
N. Halifax Dr (C.R. 2903)
Windward Cir
Windward Ln
Oak Grove St
Royal Palm Ave
Hildale Ave
Treasure Ln
Driftwood Oak Dr
Sundance Trl
Neptune Ave
Riverwood Dr
Wildwood Ave
Pinecrest Ln
Idlewood Dr
Atwood Ln
Club Dr
Golfview Ln
Fairway Dr
Triton Rd
Royal Dunes Blvd
Royal Dunes Cir Dr
Ocean Ter
Ocean Terrace West
Ray Mar Dr
Dawn Dr
Hall Dr
Amsden Rd
Nicholas Dr
Nicholas Ct
Colonial Cir
Putting Green Ln
Country Club Dr
John Anderson Dr
Tanglewood Cir
Landmark Cir
Ocean Ter
Allen Ter
Lunar Dr
Westwood Dr
Page 1083 of 1152

ORMOND BEACH COMMISSION ZONE 3 (KRISTIN DEATON)

N.T.S.

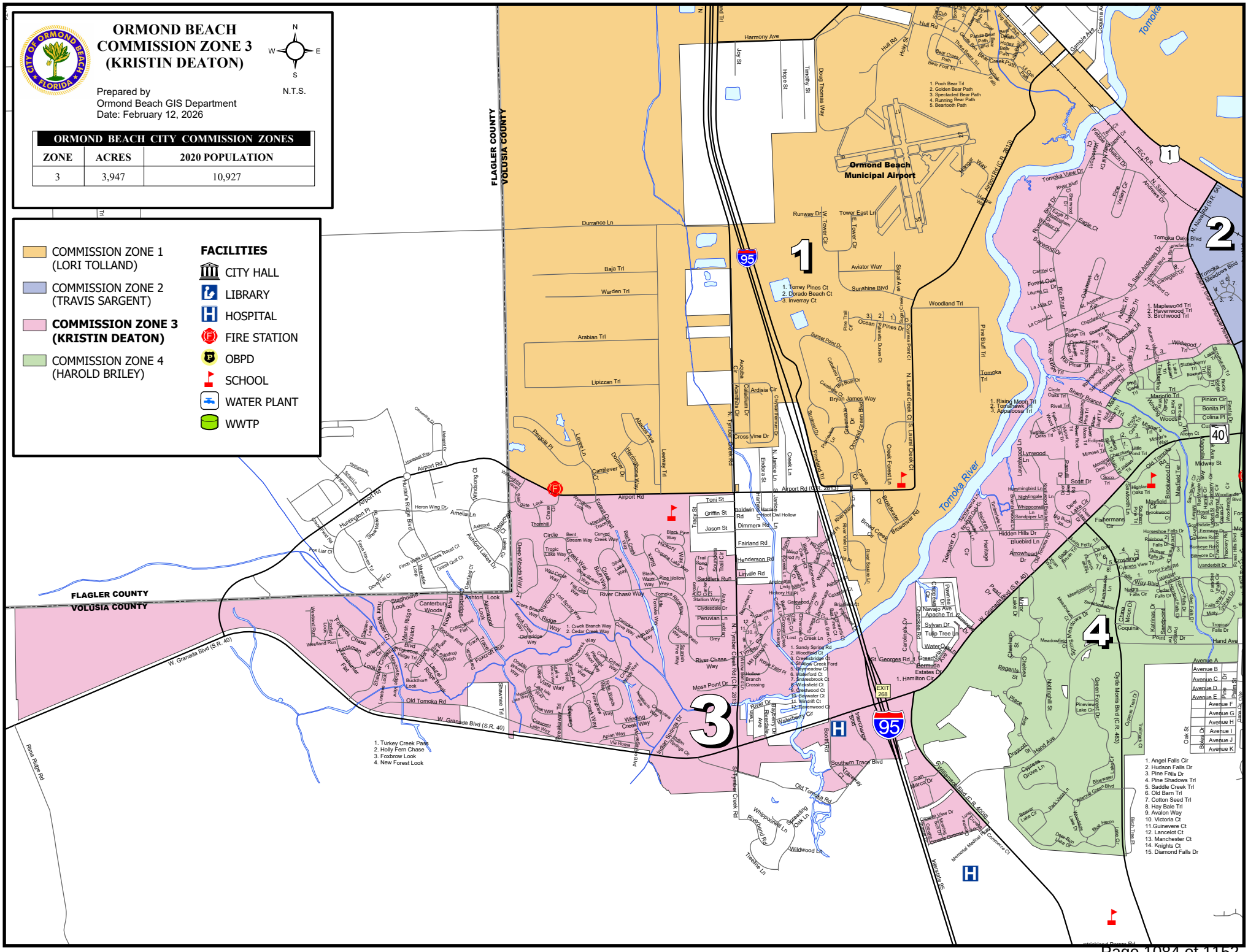
Prepared by
Ormond Beach GIS Department
Date: February 12, 2026

ORMOND BEACH CITY COMMISSION ZONES		
ZONE	ACRES	2020 POPULATION
3	3,947	10,927

- COMMISSION ZONE 1 (LORI TOLLAND)
- COMMISSION ZONE 2 (TRAVIS SARGENT)
- **COMMISSION ZONE 3 (KRISTIN DEATON)**
- COMMISSION ZONE 4 (HAROLD BRILEY)

FACILITIES

- CITY HALL
- LIBRARY
- HOSPITAL
- FIRE STATION
- OBPD
- SCHOOL
- WATER PLANT
- WWTP

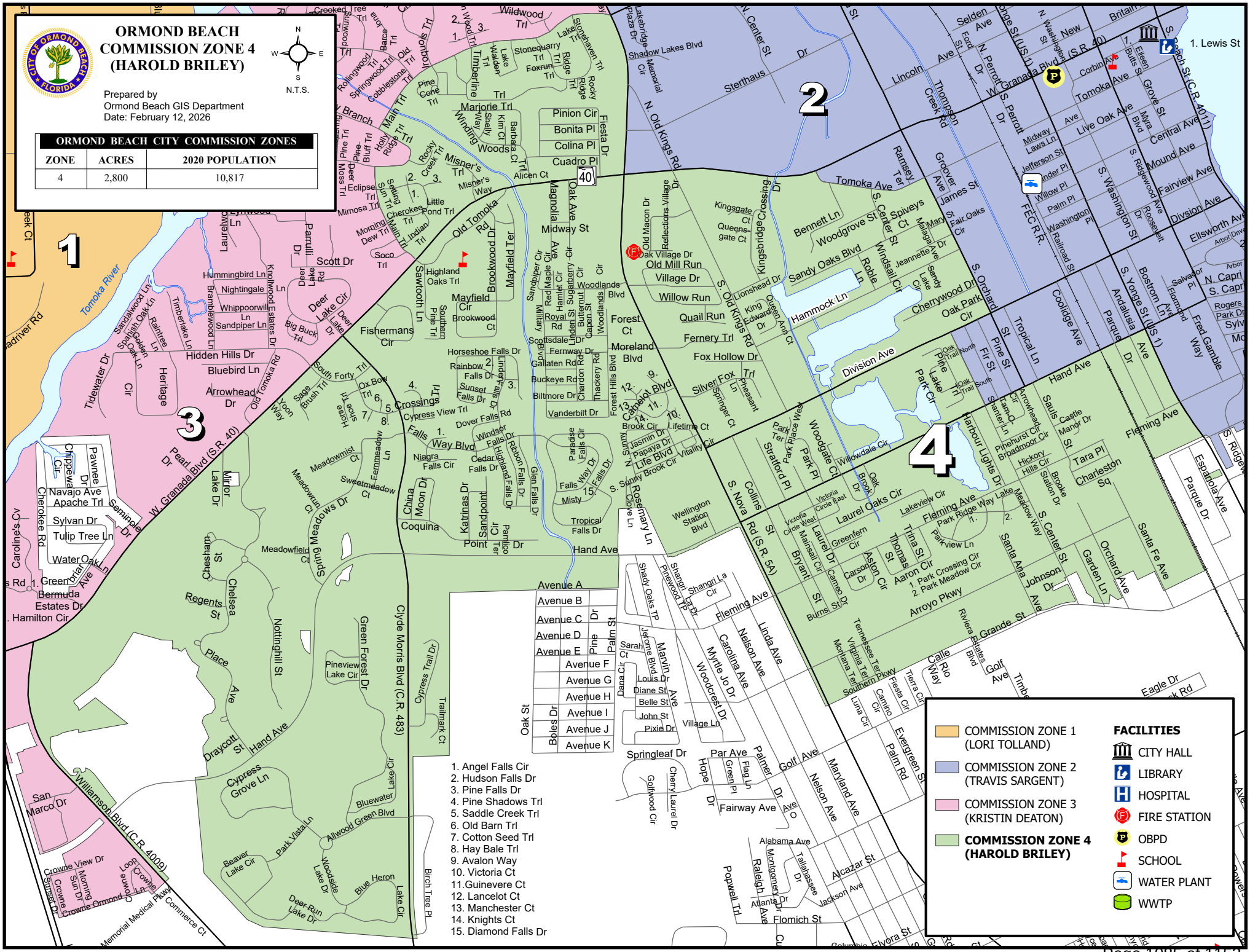


ORMOND BEACH COMMISSION ZONE 4 (HAROLD BRILEY)

Prepared by
Ormond Beach GIS Department
Date: February 12, 2026

N.T.S.

ORMOND BEACH CITY COMMISSION ZONES		
ZONE	ACRES	2020 POPULATION
4	2,800	10,817



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
Headquarters
500 C St SW
Washington, D.C. 20042

FEMA

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U. S. Department of Homeland Security
Headquarters
500 C St SW
Washington, D.C. 20042
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."

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	8.S.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	Sports Complex Athletic Turf Remediation		
Recommended Action	This item is to inform the City Commission of the emergency remediation sod repairs required at Ormond Beach Sports Complex.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

This is to inform the City Commission of the emergency athletic turf remediation efforts conducted at the Ormond Beach Sports Complex (OBSC) following several freezing temperature events.

In January and February 2026, multiple freezing temperature events caused severe damage to the athletic sports turf at the OBSC. Further assessment of the field damage led to the conclusion that several thousand square feet had been negatively impacted. Staff, working with City contractors, exhausted all contemporary means to remedy the situation, including but not limited to, extra watering, fertilizers, aerification, closing/rotating fields and modifying field layouts.

Those proactive actions, practices and protocols, given to the fields remedied and rehabbed a large portion of the damaged turf. However, a number of areas did not respond to those efforts and re-sodding was required. Approximately 87,000 square feet of sod (2 acres), across 9 different fields, was needed to rectify the damage. All necessary remediation and repair work has been appropriately addressed.

Financial Impact

The total cost of sod remediation was $122,417.20. Funded from the General Fund reserves.

Citizen Impact

The remediation of the athletic turf ensures continued playability, functionality, and aesthetics of our sports fields.

Attachments

1. YS proposal Sports Complex sod repairs
2. Additional Maintenance clause

YELLOWSTONE LANDSCAPE

Proposal #: 690570
Date: 4/20/2026
From: Dennis Snee

Landscape Enhancement Proposal for
City of Ormond Beach - Athletic Fields

Mike Demchak
City of Ormond Beach
501 N Orchard Street
Ormond Beach, FL 32174
michael.demchak@ormondbeach.org

LOCATION OF PROPERTY

22 S. Beach Street
Ormond Beach, FL 32174

Sports Complex sod 2026

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
General Labor	18	$59.00	$1,062.00
15-0-15 fertilizer	5	$1,800.00	$9,000.00
Sod	87,120	$1.00	$87,120.00
Demo and install labor	1	$25,235.20	$25,235.20

Cut out worn out and weak areas on select fields and replace with bermuda grass sod and fertilize sodded areas.

Terms and Conditions: Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

AUTHORIZATION TO PERFORM WORK:

By _____

_____
Print Name/Title

Date _____

City of Ormond Beach - Athletic Fields

Subtotal	**$122,417.20**
Sales Tax	**$0.00**
Proposal Total	**$122,417.20**

THIS IS NOT AN INVOICE

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

EMERGENCY: The Contractor must respond within one (1) hour to emergency calls placed by the City staff. Contractor shall employ all available means to expedite the service applicable to the nature of the emergency.

STORM DAMAGE CLEANUP: The Contractor must fully cooperate with the City in the cleanup efforts of the Bermuda grass. Storm damage cleanup must be completed within twenty-four (24) hours after the storm event. A storm is defined as winds of 35 M.P.H. or greater, rain in excess of three (3) inches over a twenty-four (24) hour period or other acts of nature. Provided the Contractor has obtained prior written authorization from the City Representative, the Contractor shall be reimbursed for the actual documented cost to the Contractor of all required additional labor, overhead and equipment provided by the Contractor in response to the storm event.

ADDITIONAL MAINTENANCE (Non-emergency): The Contractor is required to complete additional maintenance and/or additional regularly schedule maintenance activities to new site not currently listed within this contract, at the request of City Representative. Additional costs will be in accordance with the executed contacts unit costs, or as otherwise negotiated by City staff for additional site maintenance not presently included within this contract.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

QUALITY OF SERVICE: The direction and supervision of athletic field maintenance services shall be by competent and qualified personnel and the Contractor shall devote sufficient personnel, time and attention to the direction and detail of the operation to assure performance satisfactory to the City. In the event the quality of work performed is not acceptable to the City or the work is not performed when specified, the City will reduce the next payment using the full price as submitted in this bid for the affected site.

SUPERVISION: The Contractor is responsible for all personnel and supervision required performing work in accordance with these specifications. Supervision will be required for all working hours of the contract. The Contractor and their employees must comply with all City regulations. The Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City Representative. Contractor will notify the City Representative (via fax, e-mail, text, or in person) when the specified scheduled services are fully completed. This is to allow the City Representative to inspect for full contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City Representative as required to accomplish the City's objectives. All meetings with the City will be at no charge. A weekly progress meeting is a requirement of this bid.

CONTACT PERSON: The Contractor shall provide the name and telephone number(s) of an English speaking contact person in case of an emergency.

The Contractor shall provide the name and telephone of an English-speaking representative to meet periodically with the City Representative.

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	9.A.
Section	PUBLIC HEARINGS	**Category**	Public Hearing - Ordinances
Subject	Small Scale Comprehensive Plan Amendment, 651 South Ridgewood Avenue (Second Reading)		
Recommended Action	The Planning Board recommends approval of the Future Land Use map amendment for 0.39+ acres from the existing land use designation of Volusia County “Urban Medium Intensity” to Ormond Beach “Low Density Residential” for the subject property located at 651 South Ridgewood Ave.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is an administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a 0.39± acre parcel of land from the existing future land use designation of Volusia County “Urban Medium Intensity” (UMI) to Ormond Beach “Low Density Residential” (LDR) at 651 South Ridgewood Avenue as a result of an annexation with Ordinance 2024-14.

The parcel is currently a developed single-family residential lot with no proposed changes. The property owner requested a connection to the sanitary sewer system which required annexation as part of the utility connection. The annexation was adopted on July 23, 2024, with Ordinance 2024-14. Since the subject property has been annexed into the City of Ormond Beach, and the City’s Comprehensive Plan requires the property to be given a similar land use and compatible zoning as existed in unincorporated Volusia County.

The Planning Board reviewed the Comprehensive Plan land use amendment at the April 9, 2026, meeting and recommended approval with a 6-0 vote.

Financial Impact

None

Citizen Impact

None

Attachments

1. 26-09 Small Scale Comp Plan Amendment, 651 S. Ridgewood Ave
2. Exhibit A_Sketch and Legal
3. Exhibit B_651 S Ridgewood FLU Map
4. 651-S-Ridgewood-Ave_FLU_PB-Staff-Report_Final
5. Draft Planning Board minutes
6. Ordinance BIE, 651 S. Ridgewood Ave, FLU

ORDINANCE NO. 2026-09

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.39± ACRES LOCATED AT 651 SOUTH RIDGEWOOD AVENUE, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4242-20-32-0100 FROM VOLUSIA COUNTY "URBAN MEDIUM INTENSITY" (UMI) TO ORMOND BEACH "LOW DENSITY RESIDENTIAL" (LDR); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission has approved Ordinance No. 90-36, as subsequently amended, adopting a *Comprehensive Plan* in compliance with Part II, Chapter 163, *Florida Statutes*, and

WHEREAS, based on a utility connection, the property at 651 South Ridgewood Avenue was annexed on July 23, 2024, with Ordinance 2024-14, and

WHEREAS, the City's planning staff has requested an administrative amendment to the city's Comprehensive Land Use Plan ("*Comprehensive Plan")* by changing the Future Land Use Map designation of one (1) parcel of real property totaling 0.39± acres located at 651 South Ridgewood Avenue (Volusia County parcel number: 4242-20-32-0100), said parcel being legally described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, from Volusia County "Urban Medium Intensity" (UMI) to Ormond Beach "Low Density Residential" (LDR) as depicted on Exhibit "B" attached hereto and incorporated herein by reference, and

WHEREAS, the proposed *Comprehensive Plan* amendment involves a use of fifty (50) acres or less, and

WHEREAS, the proposed *Comprehensive Plan* amendment does not involve a text change to the goals, policies, and objectives of the City's *Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for small scale development activity, and

WHEREAS, the proposed *Comprehensive Plan* amendment is not located within an area of critical state concern, and

WHEREAS, the Planning Board, as the City's local planning agency, duly held a public hearing, with due public notice, and recommends approval of the proposed *Comprehensive Plan* amendment, and

WHEREAS, the City Commission has conducted public hearings on the proposed *Comprehensive Plan* amendment, as described in §163.3187, *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the proposed *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The future land use designation of one (1) parcel of real property located at 651 South Ridgewood Avenue (Volusia County parcel number: 4242-20-32-0100), as legally described and depicted in Exhibit "A" and the Future Land Use Map of the City of Ormond Beach *Comprehensive Plan* attached hereto, is changed from Volusia County "Urban Medium Intensity" (UMI) to Ormond Beach "Low Density Residential" (LDR), for approximately 0.39± acres, as described and depicted in Exhibit "B".

SECTION THREE. In order to make the City of Ormond Beach Comprehensive Plan, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the City of Ormond Beach Comprehensive Plan and the amendments hereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall make copies available to the public for a reasonable reproduction charge.

SECTION FOUR. The Planning Director is hereby authorized and directed to transmit copies of this Ordinance, and the public hearing notice within ten (10) business days of the date of approval hereof, to the Volusia County Growth Management Commission in accordance with Section 202.3 of the Charter of Volusia County, Florida; and to the Florida Department of Commerce, and any other person or entity requesting a copy.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. Pursuant to §163.3187(5)(c), *Florida Statutes,* the effective date of this *Comprehensive Plan* amendment shall be 31 days after the adoption of this ordinance (July 10, 2026); provided, however, that if challenged within 30 days after adoption (July 9, 2026), this *Comprehensive Plan* amendment shall not become effective until the Department of Commerce or the Administration Commission, if applicable, issues a final order determining that the adopted small scale development amendment is in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act; and pursuant to Section 202.3 of the Charter of Volusia County, Florida will become final upon a certification of consistency from the Volusia Growth Management Commission.

PASSED UPON at the first reading of the City Commission, this 19th day of May, 2026.

PASSED UPON at the second and final reading of the City Commission, this 9th day of June, 2026.

_____
JASON LESLIE
Mayor

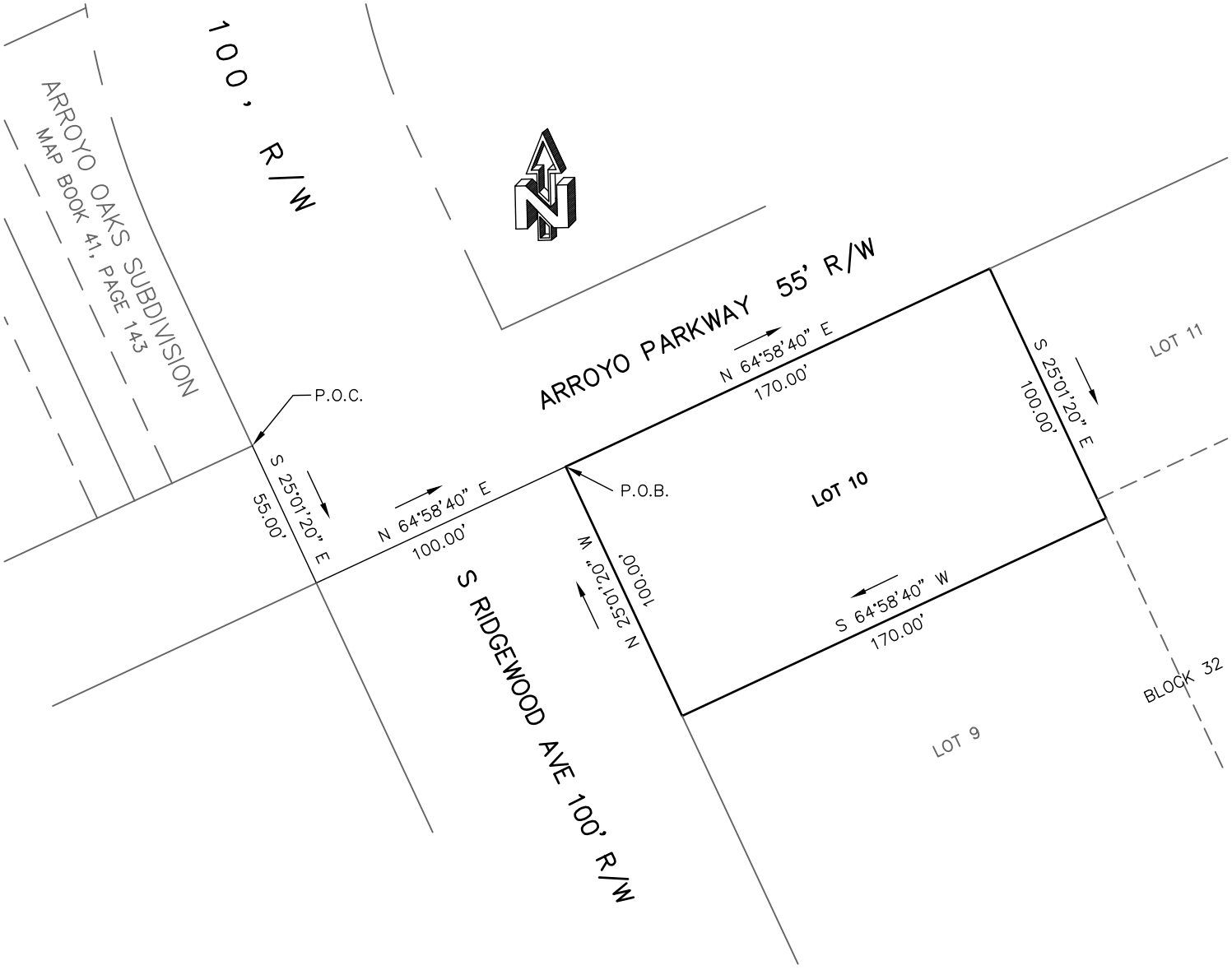
ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

LOT 10, BLOCK 32, RIO VISTA SUB SECTION "A", AS RECORDED IN PLAT BOOK 6, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

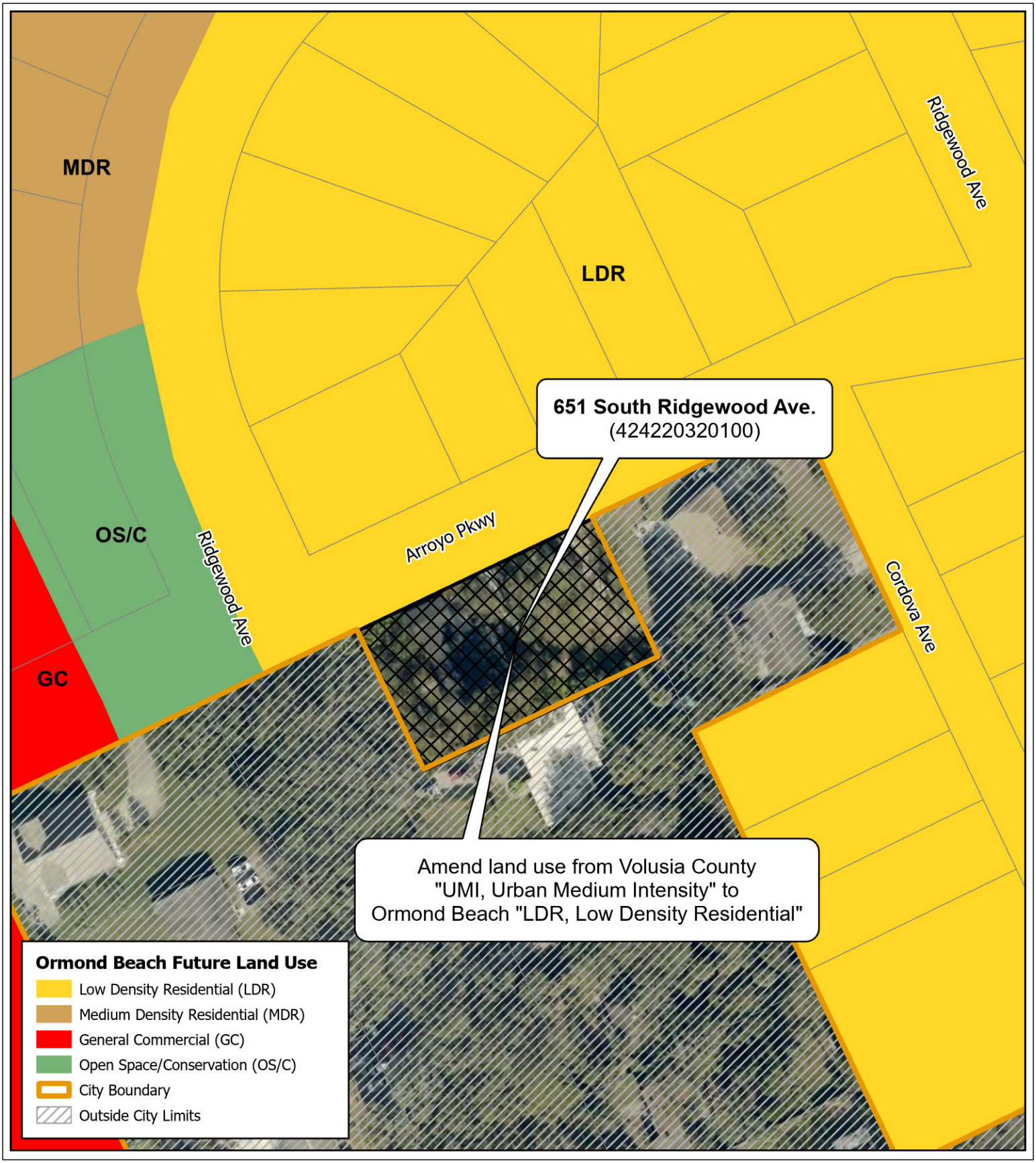
COMMENCING FROM A POINT OF INTERSECTION WITH THE EASTERLY LINE OF ARROYO OAKS SUBDIVISION AS RECORDED IN MAP BOOK 41, PAGE 143, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE NORTHERLY LINE OF ARROYO PARKWAY (A 55 FOOT RIGHT-OF-WAY AS SHOWN IN THE PLAT OF SAID RIO VISTA SECTION"A"), RUN THENCE S25°01'20"E A DISTANCE OF 55.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID ARROYO PARKWAY AND THE WESTERLY LINE OF SOUTH RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS SHOWN IN THE PLAT OF SAID RIO VISTA SECTION "A"); THENCE RUN N64°58'40"E A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 10, SAID POINT ALSO KNOWN AS THE <u>POINT OF BEGINNING</u> FOR THIS DESCRIPTION; THENCE CONTINUE N64°58'40"E ALONG SAID SOUTHERLY LINE OF ARROYO PARKWAY A DISTANCE OF 170.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 10; THENCE DEPARTING SAID SOUTHERLY LINE RUN S25°01'20"E ALONG SAID EASTERLY LINE A DISTANCE OF 100.00 FEET TO POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT 10; THENCE DEPARTING SAID EASTERLY LINE RUN S64°58'40"W AND PARALLEL TO SAID SOUTHERLY LINE OF ARROYO PARKWAY A DISTANCE OF 170.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID SOUTH RIDGEWOOD AVENUE; THENCE DEPARTING SAID SOUTHERLY LINE RUN N25°01'20"W ALONG SAID EASTERLY LINE A DISTANCE OF 100.00 FEET TO THE <u>POINT OF BEGINNING</u>

SAID PARCEL CONTAINS 17,000 SQ.FT OR 0.39 ACRES MORE OR LESS



City of Ormond Beach Engineering Division	DATE: 3/14/24	PROJECT NO.:
	SCALE: N.T.S.	FILE 651 S RDGWD
	SHEET: 1 OF 1	DRAWN BY: CO

EXHIBIT "B"

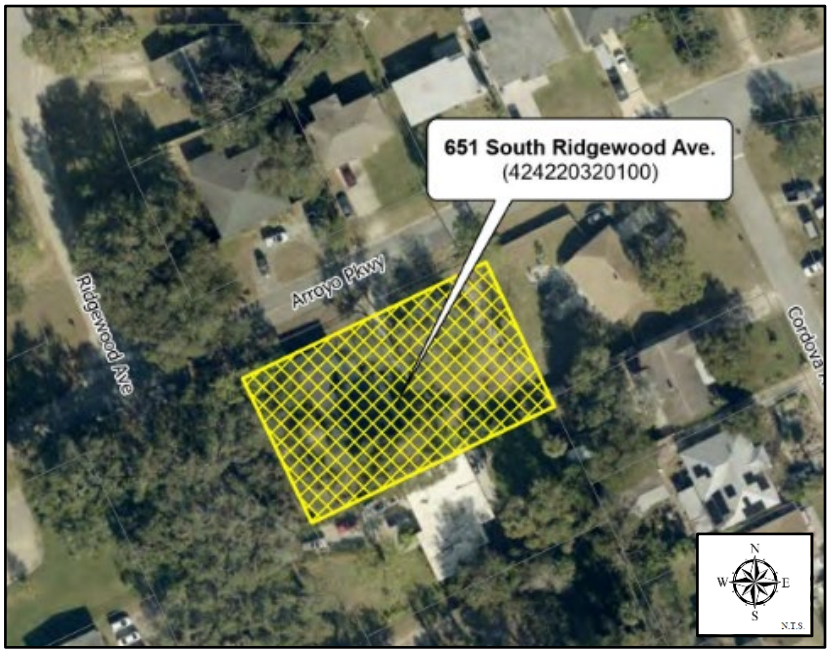


FUTURE LAND USE MAP
651 S RIDGEWOOD AVE
(424220320100)

Prepared By: The City of Ormond Beach
GIS Department - March 4, 2026

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PLANNING BOARD
STAFF REPORT
651 South Ridgewood Avenue
Small Scale Future Land Use Map Amendment
Project Number: PZ-2026-000244

PLANNING BOARD DATE:	April 9, 2026
TENTATIVE CITY COMMISSION DATE:	May 19, 2026 (first reading) June 2, 2026 (second reading)
APPLICANT:	Administrative
LOCATION:	651 South Ridgewood Avenue, Ormond Beach, Florida 32174
REQUEST:	Small Scale Future Land Use Map Amendment for single-family home that annexed into City jurisdiction
STAFF CONTACT:	Sarah Motes, Senior Planner
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an administrative request for a Small Scale Comprehensive Plan Land Use Map amendment for a ±0.39 acre parcel of land from the existing future land use designation of Volusia County "Urban Medium Intensity" (UMI) to the City of Ormond Beach "Low Density Residential" (LDR) at 651 South Ridgewood Avenue as the result of an annexation that was approved through Ordinance 2024-14.

SECTION 2, BACKGROUND:

The property located at 651 South Ridgewood Avenue has a Volusia County land use designation of "Urban Medium Intensity".

The parcel is currently a developed single-family residential lot. The property owner requested a connection to the sanitary sewer system, which required annexation as part of the utility connection. The annexation was adopted on July 23, 2024, with Ordinance 2024-14. There are no changes to the proposed residence, but based on annexation, the City is required to assign a City of Ormond Beach land use and zoning designation to the property that is similar to other surrounding City of Ormond Beach land use and zoning designations.

The property is currently zoned Volusia County R-5 (Urban Single-Family Residential). The proposed zoning classification is R-3 (Single-Family Medium Density) and will follow upon the completion of the administrative land use change. The proposed land use amendment schedule of the subject property is as follows:

EXHIBIT 1: Land use amendment schedule:

Action/Board	Date
Planning Board	April 9, 2026
City Commission 1st Reading	May 19, 2026
City Commission 2nd Reading	June 2, 2026
Transmit to Volusia County Growth Management Commission and adjoining jurisdictions	June 5, 2026
Transmit Courtesy Copy to Florida Department of Commerce	June 5, 2026

SECTION 3, ANALYSIS: The proposed amendment seeks to change the land use designation of the subject property from unincorporated Volusia County "Urban Medium Intensity" to the City of Ormond Beach "Low Density Residential" on the future land use map, see Attachment 1.

The existing Volusia County land use of "Urban Medium Intensity" states the following:

> Urban Medium Intensity (UMI) - Areas that contain residential development at a range of up to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses, and low-rise apartments.

> The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. To be considered compatible, commercial development should reflect Chapter 1 Page 14 of 167 June 9, 2025 (through CPA 25-001) similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.
>
> All requests for nonresidential uses within one- quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

The proposed City of Ormond Beach land use of "Low Density Residential" states the following:

> **Low Density Residential (LDR)**
>
> *Purpose:* To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio.
>
> *Density*: up to 4.3 units per acre
>
> *Maximum Floor Area Ratio*: 0.2

Policy 3.5.2. of the Future Land Use Element of the Comprehensive Plan provides the criteria listed below to review land use amendments:

1. **Consistency with the Goals, Objectives, and Policies of the City's Comprehensive Plan.**

   The proposed Future Land Use (FLU) amendment is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, including but not limited to:

   Goal 6. Annexation: "The City provides utility service beyond it's Municipal limits and shall require that any connection to the City utility system either annex into the City or enter into an annexation agreement if not contiguous for utility service." The property at 651 South Ridgewood Avenue was contiguous and therefore annexed voluntarily.

   Policy 6.1.1.: states, "Properties that are annexed into the City of Ormond Beach shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity."

   The current future land use designation presently assigned to the subject property is Volusia County "Urban Medium Intensity (UMI)" and the proposed future land use designation is City of Ormond Beach "Low Density Residential (LDR)". Both land use designations are compatible with adjacent land uses to the north, south, east, and west.

In addition, one of the general goals of the land use element is to achieve the highest quality of life for all residents by ensuring land use compatibility. The use of appropriate land use distribution is a key element of land use compatibility. The Future Land Use Element of the City's Comprehensive Plan includes policy 2.1.3. which states that the character of existing neighborhoods should be preserved by not allowing intrusion of land uses that would threaten to alter neighborhood character. The directive text of the City's Comprehensive Plan states the purpose of the Low Density Residential (LDR) is:

> "To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio."

There are no proposed changes to the residence or character of the neighborhood. Based on annexation, the City is required to assign a City of Ormond Beach land use and zoning designation to the property that is similar to other surrounding City of Ormond Beach land use and zoning designations as directed by the Comprehensive Plan.

2. Consistency with state requirements, including Florida Statute requirements.

In accordance with Chapter 163.3187, Florida Statutes, a small scale development amendment may be adopted under the following conditions:

a. The proposed amendment involves a use of 50 acres or fewer and:

The subject property at 651 South Ridgewood Avenue is approximately 0.39 acres and meets this condition of 50 acres or fewer.

b. The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's comprehensive plan, but only proposes a land use change to the future land use map for a site-specific small scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small scale future land use map amendment shall be permissible under this section.

The proposed amendment is solely to the Future Land Use Map and does not propose any text amendments to the City's Comprehensive Plan.

c. The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).

This criterion is not applicable as the site location is not located within an area of state critical concern.

3. If the amendment is a map amendment, is the proposed change an appropriate use of land.

The adjacent land use designations and zoning classifications are as follows:

EXHIBIT 2: Land use and zoning designations:

Direction	Current Land Uses	Future Land Use Designation	Zoning Classifications
North	Single-Family Residential	Ormond Beach "Low Density Residential"	Ormond Beach Single-Family Medium Density (R-3)
South	Single-Family Residential	Volusia County "Urban Medium Intensity"	Volusia County Urban Single-Family Residential (R-5)
East	Single-Family Residential	Volusia County "Urban Medium Intensity"	Volusia County Urban Single-Family Residential (R-5)
West	Single-Family Residential	Volusia County "Urban Medium Intensity"	Volusia County Urban Single-Family Residential (R-5)

The future land use designation presently assigned to the subject property is Volusia County "Urban Medium Intensity" which is described in the table below:

EXHIBIT 3: Volusia County land use and zoning matrix:

Current Future Land Use	Max Density	Uses Allowed	Compatible Zoning	Conditionally Compatible
Volusia County Urban Medium Intensity (UMI)	8 DU/ acre	Single Family Dwellings, townhouses and low-rise apartments. May allow neighborhood businesses.	R-4, R-5, R-6, R-9, MH-1, MH-5, RPUD, BPUD, MPUD	MH-2, B-2, B-8, B-9, P, C, RC

The subject property is an existing single-family residence that requested connection to the City of Ormond Beach sanitary sewer system which required annexation. There are no proposed changes to the residence or character of the neighborhood. Based on annexation, the City is required to assign a City of Ormond Beach land use and zoning designation to the property that is similar to other surrounding City of Ormond Beach land use and zoning designations as directed by the Comprehensive Plan.

EXHIBIT 4: Ormond Beach land use and zoning matrix:

Proposed Future Land Use	Max Density	Uses Allowed	Compatible Zoning
City of Ormond Beach Low Density Residential (LDR)	Up to 4.3 units/acre	Single-family housing. May allow institutional uses.	R-1, R-2, R-2.5, R-3, PRD

The “Low Density Residential” (LDR) classification allows up to 4.3 units per acre and is intended to protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. The proposed future land use classification of “Low Density Residential” is the most compatible with adjacent land uses to the subject property and the County’s land use of “Urban Medium Intensity” and consistent with surrounding City of Ormond Beach land uses.

EXHIBIT 5: Impact analysis for the ±0.39 acre parcel:

Allowed entitlements	**Existing UMI land use**	**Proposed LDR land use**
Maximum density (residential) units per acre	8	4.3
Maximum density (residential) on .39 acre	3.1	1.7
Maximum floor area ratio	0.50	0.20
Maximum building square footage (SF)	8,494 SF	3,398 SF

The existing Volusia County Urban Medium Intensity land use allows a maximum of three (3) residential units and a maximum non-residential building size of 8,494 square feet. The proposed “Low Density Residential” land use would reduce both the maximum residential density and non-residential building size. Note that the existing single-family home is not being modified; this is solely a land-use intensity analysis.

EXHIBIT 6: Water and Sewer Impact Analysis:

Existing		
Land Use	**Water**	**Sewer**
“Low-Density Residential”	Maximum 3 units (900)	Maximum 3 units (810)
Proposed		
Land Use	**Water**	**Sewer**
“Low-Density Residential”	Maximum 1 unit (300)	Maximum 1 unit (270)
NET REDUCTION	**- 600**	**-540**

Policy 1.3.2. of the Capital Improvements Elements established an average daily volume of 300 gallons for water usage and 270 gallons for sewer. The land use amendment results in a reduction of theoretical water and sewer impacts. Note that the existing single-family home is not being modified; this is solely a land-use intensity analysis.

Traffic: The Institute of Transportation Engineers ITE 11th Edition Trip Generation Manual, land use code 210, states that the average daily rate for single-family residential is 9.43 trips per day. Based on the theoretical reduction from three allowed residential units to one, the traffic impacts of this land use application would be reduced. As stated previously, there is no change to the existing single-family house, and the traffic impacts shall remain the same.

There are no additional impacts to stormwater management, solid waste, schools, or recreation as a result of the proposed land use amendment.

4. **If the amendment is a map amendment, the impacts on the Level-of-Service Standards of public infrastructure including schools, roadways, utilities, stormwater, and park and recreation facilities.**

   The subject property is an existing single-family residence. There are no changes to the existing residence. The property is located in the Ormond Beach utility service area and will not generate an increase in demand in level-of-service standards for public infrastructure including schools, roadways, utilities, stormwater, or parks and recreation facilities.

5. **If the amendment is a map amendment, impacts to surrounding jurisdictions.**

   The property is contiguous with the Volusia County jurisdiction and there are no impacts expected to any surrounding jurisdiction. Correspondence regarding the annexation was sent to the Volusia County manager at the point of annexation with Ordinance 2024-14.

Conclusion:

Staff supports the land use amendment from Volusia County land use of “Urban Medium Intensity” to the City of Ormond Beach land use of “Low Density Residential”. The small scale land use map amendment is an administrative amendment required to assign a City Future Land Use Map designation to the subject parcel. Staff believes that the Ormond Beach “Low Density Residential” land use category is appropriate for the following reasons:

1. The amendment meets the Goals, Objectives, and Policies of the City’s Comprehensive Plan;
2. The amendment meets the requirements established in the Florida Statutes;
3. The proposed land use is an appropriate use of land;
4. There is adequate infrastructure to serve the proposed land use; and
5. The proposed land use will not impact surrounding jurisdictions.

SECTION 4, RECOMMENDATION:

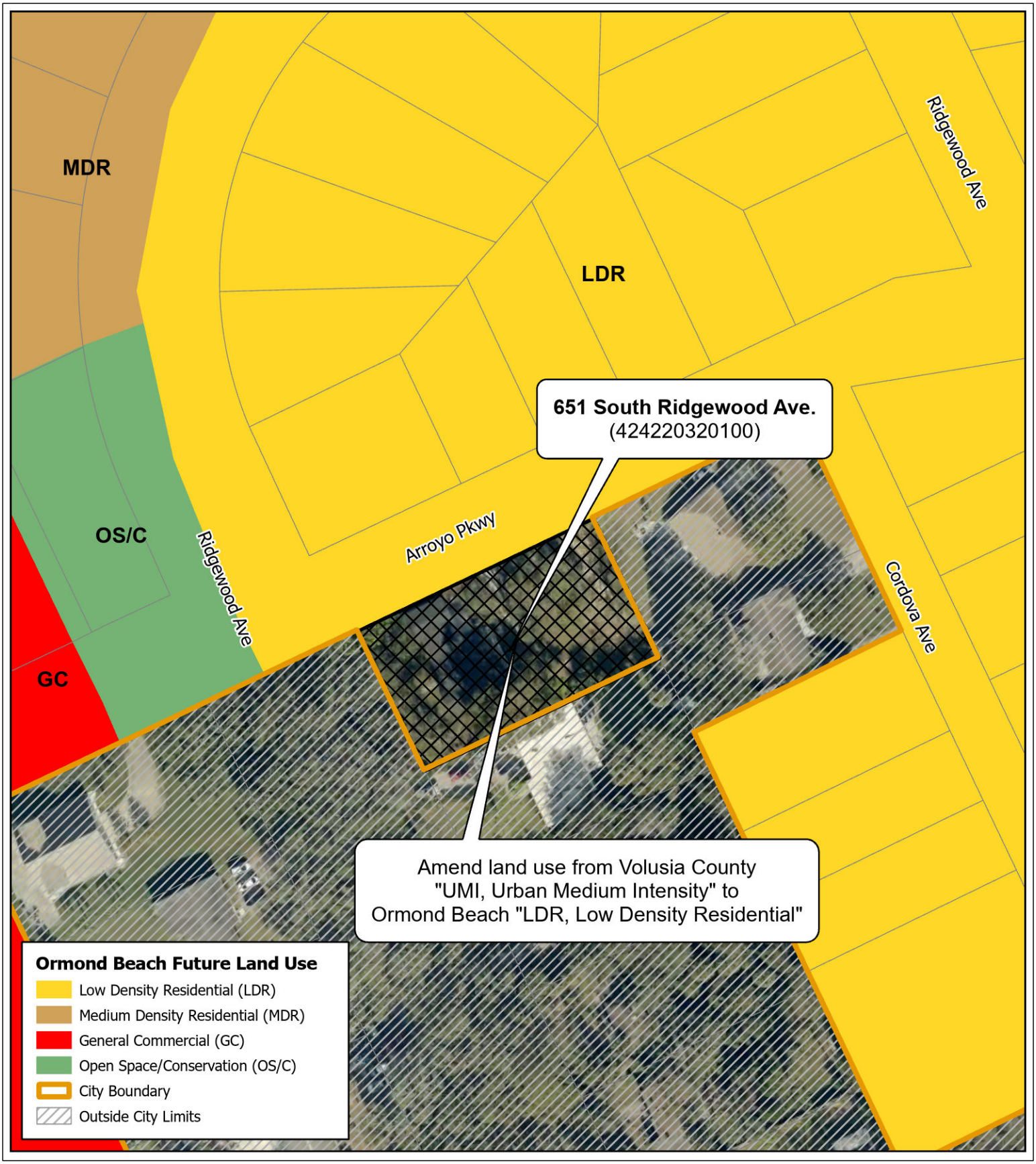
Staff recommend that the Planning Board recommend **APPROVAL** to the City Commission of the administrative request to a Future Land Use map amendment for ±0.39 acres from the existing land use designation of Volusia County “Urban Medium Intensity” to Ormond Beach “Low Density Residential” for the property located at 651 South Ridgewood Avenue as the result of annexation.

Attachments:

Attachment 1: Proposed Future Land Use Map
Attachment 2: Project maps and Sketch and Legal Description

Attachment 1:

Proposed Future Land Use Map



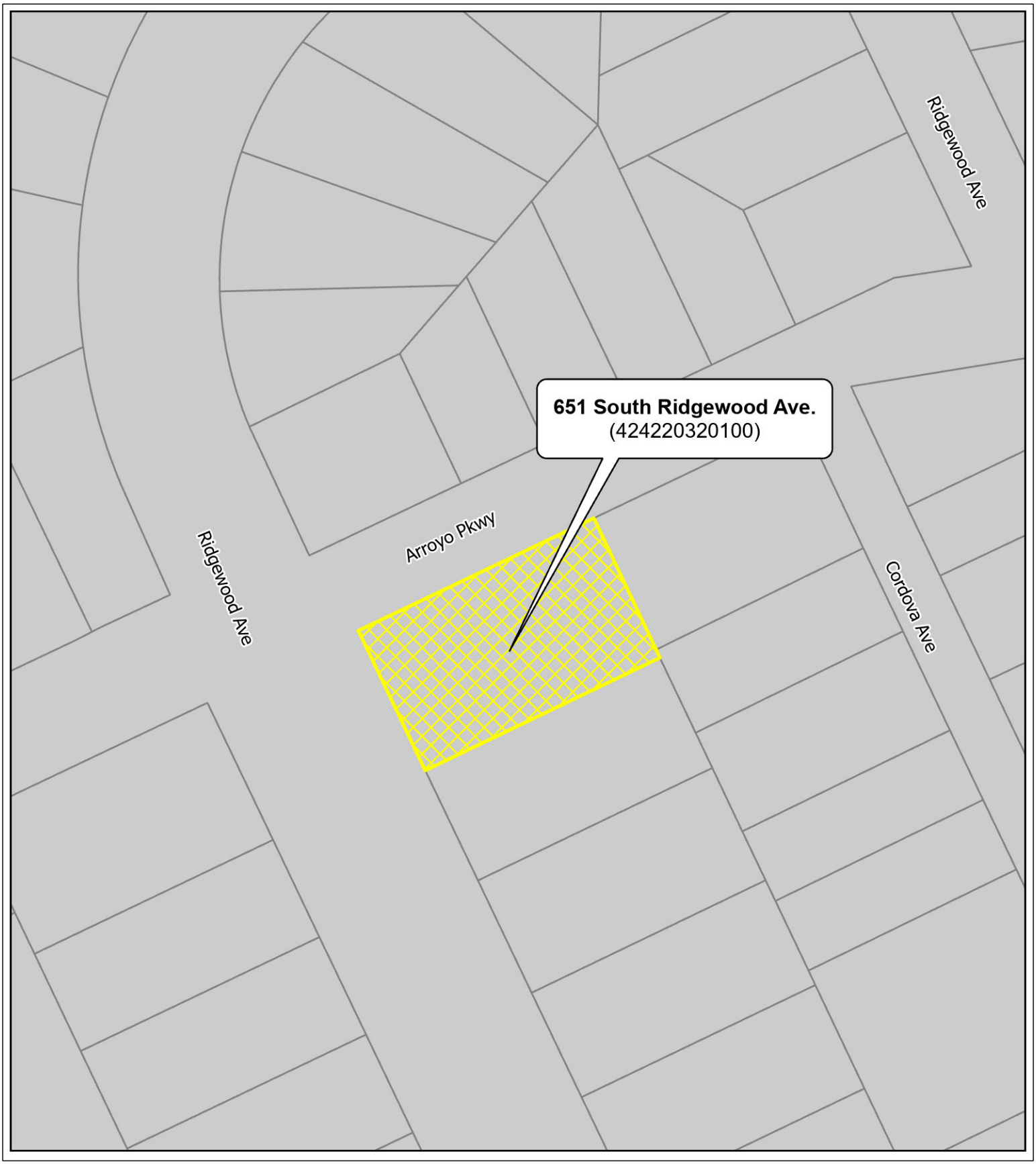
FUTURE LAND USE MAP
651 S RIDGEWOOD AVE
(424220320100)

Prepared By: The City of Ormond Beach
GIS Department - March 4, 2026

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Attachment 2:

Project maps
and
Sketch and Legal Description



LOCATION MAP
651 S RIDGEWOOD AVE
(424220320100)

Prepared By: The City of Ormond Beach
GIS Department - March 4, 2026

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AERIAL MAP
651 S RIDGEWOOD AVE
(424220320100)

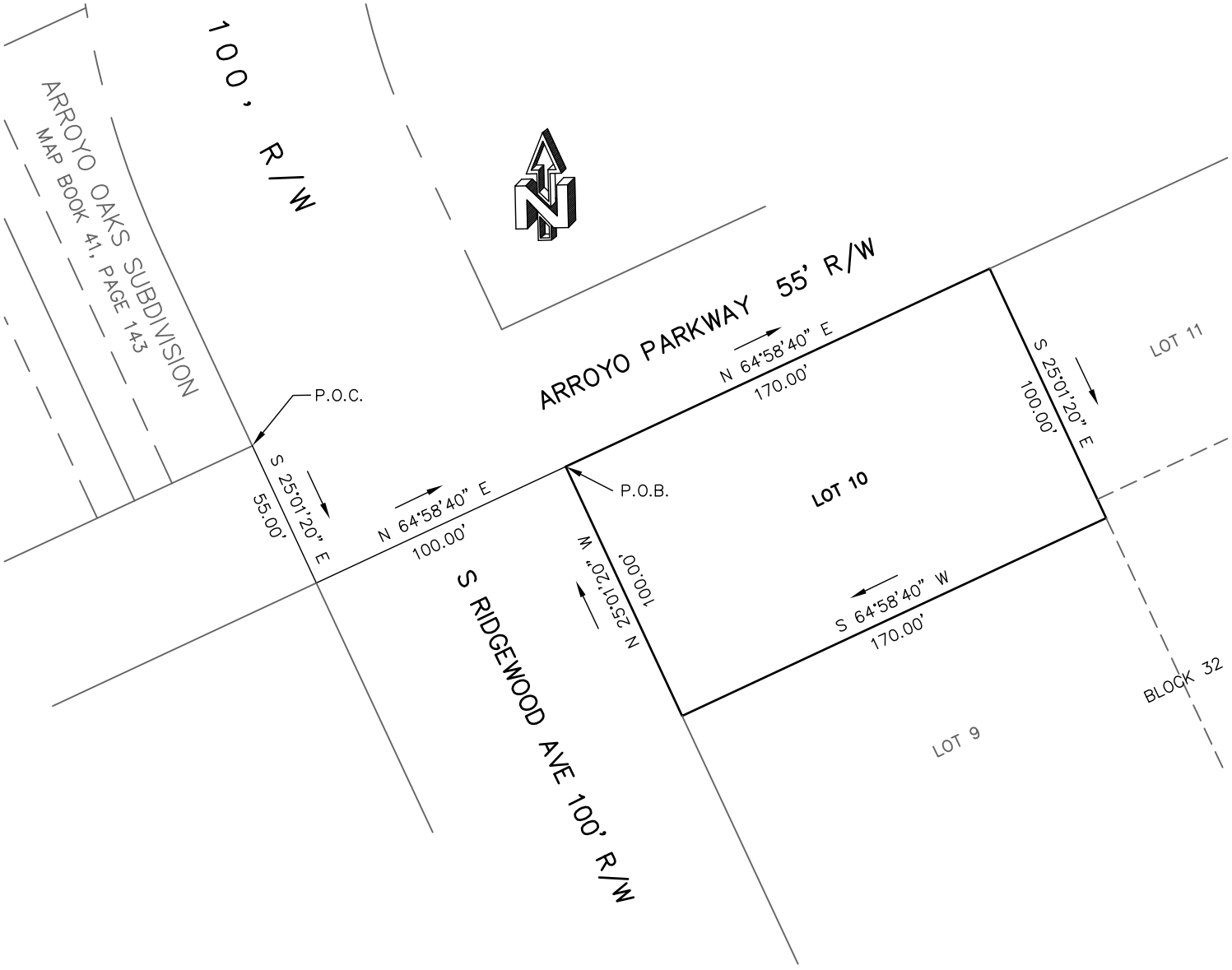
Prepared By: The City of Ormond Beach
GIS Department - March 4, 2026

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COMMENCING FROM A POINT OF INTERSECTION WITH THE EASTERLY LINE OF ARROYO OAKS SUBDIVISION AS RECORDED IN MAP BOOK 41, PAGE 143, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE NORTHERLY LINE OF ARROYO PARKWAY (A 55 FOOT RIGHT-OF-WAY AS SHOWN IN THE PLAT OF SAID RIO VISTA SECTION"A"), RUN THENCE S25°01'20"E A DISTANCE OF 55.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID ARROYO PARKWAY AND THE WESTERLY LINE OF SOUTH RIDGEWOOD AVENUE (A 100 FOOT RIGHT-OF-WAY AS SHOWN IN THE PLAT OF SAID RIO VISTA SECTION "A"); THENCE RUN N64°58'40"E A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 10, SAID POINT ALSO KNOWN AS THE <u>POINT OF BEGINNING</u> FOR THIS DESCRIPTION; THENCE CONTINUE N64°58'40"E ALONG SAID SOUTHERLY LINE OF ARROYO PARKWAY A DISTANCE OF 170.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 10; THENCE DEPARTING SAID SOUTHERLY LINE RUN S25°01'20"E ALONG SAID EASTERLY LINE A DISTANCE OF 100.00 FEET TO POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT 10; THENCE DEPARTING SAID EASTERLY LINE RUN S64°58'40"W AND PARALLEL TO SAID SOUTHERLY LINE OF ARROYO PARKWAY A DISTANCE OF 170.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID SOUTH RIDGEWOOD AVENUE; THENCE DEPARTING SAID SOUTHERLY LINE RUN N25°01'20"W ALONG SAID EASTERLY LINE A DISTANCE OF 100.00 FEET TO THE <u>POINT OF BEGINNING</u>

SAID PARCEL CONTAINS 17,000 SQ.FT OR 0.39 ACRES MORE OR LESS



City of Ormond Beach Engineering Division	DATE: 3/14/24	PROJECT NO.:
	SCALE: N.T.S.	FILE 651 S RDGWD
	SHEET: 1 OF 1	DRAWN BY: CO

Planning Board minutes from April 9, 2026

ITEM:

PZ-2026-244

651 South Ridgewood Avenue

Small Scale Future Land Use Map Amendment

Recommended for Approval (6-0)

V. APPROVAL OF MINUTES

January 15, 2026

Mr. Jorczak moved to approve the January 15, 2026 Minutes. Ms. Shull seconded the motion. The minutes were unanimously approved. (6-0)

VI. PLANNING DIRECTOR'S REPORT

Mr. Spraker, Planning Director, delivered updates, starting with introduction of the Planning Board's newest Board member, Ms. Amber Boback.

Mr. Spraker stated that there is a neighborhood meeting on April 15, 2026, at the Ormond Beach library at 5:30 p.m. regarding the Yoon Way Townhomes, located at 1190 W. Granada Boulevard. He explained that they are seeking a land use amendment and a zoning amendment, which will eventually come before the Board.

Mr. Spraker explained that there are no applications for a May Planning Board meeting, and staff can bring the administrative Comprehensive Plan Capital Improvement tables to review. It was said that if the Board does not want to meet, that is okay too. May and June Planning Board items would go to the July City Commission meeting.

Chairman Thomas inquired if there was a specific reason for fewer applications this year. Mr. Spraker stated that last year, there were staff-initiated applications and a month-long Evaluation and Appraisal Report (EAR) process, which caused many meetings, as well as development applications. There are currently no development applications ready for public hearing, and they still have to go through neighborhood meetings and respond to SPRC comments. Mr. Spraker reviewed Senate Bill 180, which restricts the making of more restrictive regulations. He continued that Preliminary and Final Plats are now reviewed administratively under state law.

Ms. Shull inquired about the future pipeline of projects. Mr. Spraker responded that the July meeting is already canceled per the calendar and that there are three applications requiring public hearings. He explained that until there are some new developments or an item that needs a Special Exception or Planned Development, there is not a need for a meeting.

VII. PUBLIC HEARINGS

A. PZ-2026-000244: 651 S. Ridgewood Avenue, Small Scale Future Land Use Map Amendment

Ms. Sarah Motes, Senior Planner, explained the administrative request for a Small Scale Comprehensive Plan Land Use Map amendment for a ±0.39 acre parcel of land from the existing future land use designation of Volusia County "Urban Medium Intensity" (UMI) to the City of Ormond Beach "Low Density Residential" (LDR) at 651 South Ridgewood Avenue as the result of an annexation that was approved through Ordinance 2024-14. Ms. Motes stated that the subject property applied for a utility connection in 2024, and the Comprehensive Plan requires that any property that connects to city utilities is required to annex if it abuts contiguous Ormond Beach property.

Ms. Motes stated that the property is contiguous and the property annexation is an administrative process as part of the connection to utilities. She continued that it is an existing single-family residence with no change to the existing residence and is simply for the connection of utilities to the sewer system.

Ms. Motes concluded that staff recommends that the Planning Board approve an administrative request for a Future Land Use Map amendment on a ±0.39-acre parcel from the existing land use designation of Volusia County "Urban Medium Intensity" to Ormond Beach "Low Density Residential" for the property located at 651 South Ridgewood Avenue as the result of annexation. The City Commission hearing dates are May 19, 2026, and June 2, 2026.

Chairman Thomas asked for clarification that there were no plans for any change or additional structures. Ms. Motes replied that the same owners that applied for the utility connection are the same owners that own it now and there are no proposed changes to the residence at this time. Ms. Motes explained that if they wanted to demolish and rebuild it, it would be required to be rebuilt according to the City of Ormond Beach standards.

Ms. Motes added that if any redevelopment ever were to occur in the future that it would likely be a single-family residence and accessory structures which is allowed by-right in all of the City's residential zoning districts, subjective to meeting the conditions of the Land Development Code (LDC).

Board Questions

Mr. Gentry asked for confirmation if this was triggered by the request for water and sewer and asked for clarification on the difference between Urban Medium to Low Density, which in research he found to be the same. Ms. Motes clarified that the Urban Medium Intensity is Volusia County's equivalence to the City of Ormond Beach Low Density Residential.

It was pointed out that the neighborhood is already served by City of Ormond Beach for water and how the final step of connecting to the sewer is what kickstarts the annexation. In research, it was found that there has been another similar request on Cordova Street in the last few years. Ms. Motes replied that part of the Utility Permit Application is the review of a cost estimate of how expensive it is for the City to extend utility lines in the right-of-way (ROW) and put utility meters out in front of the property. A decision is made by the homeowner if they want to do that and then they would have to hire a plumber to do the connection to where the city stubs out to their house. Ms. Motes added that in this case, they are decommissioning a septic tank, which adds an additional cost associated with the Health Department. Ms. Motes explained that there are different price components and the city only has the one component on how much it costs to run lines in the ROW.

Ms. Shull asked for details using the subject house as an example, inquiring how far it is to hook up to city lines. Ms. Motes replied that she could not determine the exact distance and estimated approximately 100'.

Mr. Jorczak asked if there is remediation work to be done with the septic system at the point that the connection is changed over. Ms. Motes answered that it is handled

by the Volusia County Health Department. If abandoning the septic, it would be required to coordinate with the Health Department, and not the responsibility of the city to assess.

Mr. Jorczak asked if it was a connection in the city, if the city would have any remediation issues with the disconnect. Ms. Motes explained that it would be a decision for the property owner. An example being if it was a property that was already in the City of Ormond Beach jurisdiction and is on a septic tank that was decommissioned because of connection to utilities, it would be up to their discretion, and cost estimates, in coordination of the Health Department if it were to be required or not and if it can be left there until it fails. Ms. Motes stated that she did not have all answers on it but could follow up with the Health Department to find out specifically how septic tanks get decommissioned.

Mr. Jorczak expressed his curiosity about abandoned septic systems with integrating what are County areas into the City, where there is ability to connect to water and sewer systems.

Chairman Thomas referenced how in years past in Ormond by the Sea, they were given the option to pay for the price of connection to sewer over a three-to-four-year period of time and asked what the price was. Mr. Spraker replied that to the best of his knowledge it never got that far with a true final cost estimate and noted how there was also an intent at the time to apply for state grants.

Ms. Bobak asked if there was a stipulation where when connecting to sewer, that they would be required to remove the tanks. Ms. Motes replied not to her knowledge.

Mr. Spraker refocused on the land use application and added if the Board was interested in how septic tanks are closed or removed, staff can get a report on the information.

Chairman Thomas opened the hearing up for any public comments and any additional comments or questions from the Board and entertained a motion.

Board Recommendation

Mr. Jorczak motioned to approve PZ-2026-000244: 651 S. Ridgewood Avenue, Small Scale Future Land Use Map Amendment. Mr. Gentry seconded it. Vote was called, and the motion was approved (6-0).

B. PZ-2026-000243: 651 S. Ridgewood Avenue, Amendment to the Official Map

Ms. Sarah Motes, Senior Planner, explained the administrative amendment request to amend the City's Official Zoning Map for a ±0.39 acre parcel of land from the existing zoning classification of Volusia County R-5 (Urban Single-Family Residential) to the City of Ormond Beach R-3 (Single-Family Medium Density) zoning district at 651 South Ridgewood Avenue as the result of an annexation that was approved through Ordinance 2024-14.

Ms. Motes continued that the parcel is currently an existing single-family residential lot. The property owner requested a connection to the sanitary sewer system, which required annexation as part of the utility connection. The annexation was adopted on

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

ORDINANCE NO. 2026-09

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.39± ACRES LOCATED AT 651 SOUTH RIDGEWOOD AVENUE, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4242-20-32-0100 FROM VOLUSIA COUNTY "URBAN MEDIUM INTENSITY" (UMI) TO ORMOND BEACH "LOW DENSITY RESIDENTIAL" (LDR); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; 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 administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a 0.39+ acre parcel of land from the existing future land use designation of Volusia County "Urban Medium Intensity" (UMI) to Ormond Beach "Low Density Residential" (LDR) at 651 South Ridgewood Avenue as the result of an annexation with Ordinance 2024-14. The parcel is currently a developed single-family residential lot with no proposed changes. The property owner requested a connection to the sanitary sewer system which required annexation as part of the utility connection. The annexation was adopted on July 23, 2024, with Ordinance 2024-14. Since the subject property has been annexed into the City of Ormond Beach, and the City's Comprehensive Plan requires the property to be given a similar land use and compatible zoning as existed in unincorporated Volusia County.

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 Small Scale Future Land Use Map Amendment does not impact any existing businesses.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

      None.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

      None.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

   None. This Small Scale Future Land Use Map Amendment does not impact any existing businesses.

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 in accordance with the applicable public notice requirements. Information on the application is also on the city's website.

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	June 9, 2026	**Item No**	10.A.
Section	SECOND READING OF ORDINANCES	**Category**	Second Reading of Ordinances
Subject	Administrative Amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers (Second Reading)		
Recommended Action	Staff recommends approval of an administrative amendment to the Code of Ordinances prohibiting any hazardous pharmaceuticals within the City's sewer system.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Utilities Management Bob Preis, Public Works Operations Manager		

Summary

This is a request for an administrative amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, Code of Ordinances, to prohibit any hazardous pharmaceuticals within the City sewer system.

As part of a Florida Department of Environmental Protection (FDEP) audit of the City's industrial pretreatment program, it has been recommended that Section 22-86, Regulations of the Code of Ordinances be updated to include a prohibition of pharmaceutical waste.

As defined by FDEP, a pretreatment program seeks the removal, reduction or alteration of pollutants in industrial wastewater prior to discharge or introduction into a domestic wastewater treatment facility.

Financial Impact

None

Citizen Impact

None. The Code of Ordinance amendment is part of a FDEP audit of the City's industrial pretreatment program for the protection of the City's sewer system.

Attachments

1. 26-10 Amend 22-86 SUO haz pharm (P26-0050G)
2. 2025-26 SUO Change DEP Letter
3. Ordinance BIE, LDC Amendment, COO, Section 22-86

ORDINANCE NO. 2026-10

AN ORDINANCE AMENDING SECTION 22-86, REGULATIONS, OF DIVISION 2, HARMFUL OR INDUSTRIAL WASTES, OF ARTICLE II, SEWERS, OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES,* TO INCLUDE THE PROHIBITION OF ANY HAZARDOUS WASTE PHARMACEUTICALS WITHIN THE SEWER SYSTEM; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 22-86, Regulations, of Division 2, Harmful or Industrial Wastes, of Article II, Sewers, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 2-86. Regulations.

(a) *General discharge prohibitions.*

(1) No user shall contribute or cause to be contributed, either directly or indirectly, any pollutant or wastewater which shall cause pass through or interference of the POTW, and no user shall interfere with the operation or performance of the POTW. These general prohibitions apply to all such users of a POTW, whether or not the user is subject to national categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements. Further, a user may not contribute any of the following substances into a POTW:

a. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the POTW. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides, and any other substances which the city, the state or EPA has notified the user is a fire hazard or a hazard to the system. Further, successive readings on an explosion hazard meter at the point of discharge into the system (or any point in the system) shall

not be more than five percent nor any single reading over ten percent of the lower explosive limit (LEL) of the meter.

b. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities, such as, but not limited to, grease, garbage with particles greater than one-half inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining, or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes.

c. Any wastewater having a pH less than 5.5 or greater than 9.0 or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the POTW.

d. Any wastewater containing toxic pollutants in sufficient quantity, either singularly or by interaction with other pollutants, that may injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or exceed the limitation set forth in a categorical pretreatment standard. A toxic pollutant shall include, but is not limited to, any pollutant identified pursuant to section 307(a) of the Act.

e. Any noxious or malodorous liquids, gases, or solids which, either singularly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.

f. Any substance which may cause the POTW's effluent or any other product of the POTW, such as residues, sludge, or scum, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no event shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under section 405 of the Act, or any other criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the SWDA or state criteria applicable to the sludge management method being used.

g. Any substance which will cause the POTW to violate its NPDES or DEP permit, or causes the POTW to violate sludge disposal permits, or causes the POTW to exceed water quality based effluent limitations of the receiving waters.

h. Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.

i. Any wastewater having a temperature which will inhibit biological activity in the POTW resulting in interference, but in no event wastewater with a temperature at the introduction into the POTW which exceeds 40 degrees Celsius.

j. Any pollutants, including oxygen demanding pollutants (BOD, etc.), released at a flow rate and/or pollutant concentration which a user knows or has reason to know will cause interference to the POTW. In no event shall a slug load have a flow rate or contain concentration or quantities of pollutants that exceed, for any time period longer than 15 minutes, more than five times the average 24-hour concentration, quantities, or flow during normal operation.

k. Any wastewater containing any radioactive wastes.

l. Any wastewater which causes a hazard to human life or creates a public nuisance.

m. Any petroleum-based product, including petroleum distillates and other petrochemicals, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.

n. Trucked or hauled pollutants, except as designated by the utility manager in accordance with subsection (l) of this section.

o. Hazardous wastes as defined in 40 CFR 261.

p. Any intentional introduction of wastewater derived from a source other than the city public water supply system, unless authorized by the utilities manager.

q. Any swimming pool discharge.

r. Any pollutants which result in the presence of toxic gases, vapors, or fumes within the WWF in a quantity that will cause acute worker health and safety problems.

s. Any hazardous waste pharmaceuticals from healthcare facilities or reverse distributors in accordance with Rule 62-730.181, F.A.C.

(2) When the control authority determines that any user is contributing to the POTW any of the above enumerated substances in such amounts as to interfere with the operation of the POTW, the utility manager shall:

a. Advise the user of the impact of the contribution to the POTW;

b. Develop effluent limitations for such user to correct the interference with the POTW; and

c. Implement an appropriate schedule for monitoring the effluent to ensure compliance with this division.

(b) through (o) … *no change to existing text…*

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED UPON at the first reading of the City Commission, this 19th day of May, 2026.

PASSED UPON at the second and final reading of the City Commission, this 9th day of June 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

April 13, 2026

Stacey Smith
Environmental Regulatory Compliance Coordinator
Ormond Beach
22 S Beach St
Ormond Beach, Florida 32174- 6386
Stacey.Smith@ormondbeach.org

RE: Compliance Assistance Offer
Pretreatment Program Compliance Evaluation
Ormond Beach Water Reclamation Facility (WRF)
Permit No: FL0020532
Volusia County

Dear Stacey Smith:

The Florida Department of Environmental Protection (Department) conducted a Pretreatment Compliance Inspection (PCI) of the above Industrial Pretreatment Program (IPP) on March 25, 2026. During the PCI, potential non-compliance with the requirements of Chapter 62-625, Florida Administrative Code (F.A.C.), were observed. The purpose of this letter is to offer compliance assistance as a means of resolving these matters:

1. During the interview portion of the PCI, it was noted that the SUO for the City of Ormond Beach has not been updated to prohibit the introduction of pharmaceutical hazardous waste, as required by paragraph 62.625.400(2)(i), F.A.C.:

   "*(2) Specific prohibitions. The following pollutants shall not be introduced into a WWF:… (i) Any hazardous waste pharmaceuticals from healthcare facilities or reverse distributors in accordance with Rule 62-730.181, F.A.C.*"

   Provide the Department with a draft SUO incorporating the above information for review. This is considered a substantial program modification.

2. During the file review, it was noted that language requiring the notification of a change affecting the potential for a slug discharge was not included in the permit for ABB Aviator.

   Provide the Department with a draft permit for ABB Aviator containing the notification requirement.

3. During the file review portion, it was noted that the permit for ABB Aviator describes the waste stream at the sample point as blended industrial and domestic waste. As ABB Aviator is a Categorical Industrial User (CIU), sampling to comply with categorical standards should occur at the end of process rather than end of pipe. This is because categorical limits are developed to be applied at the end of process. If sampling is performed at end of pipe, adjustments to the categorical limits may be needed, in accordance with subsection 62-625.410(6), F.A.C.:

   "*(6) Combined waste stream formula. Where process effluent is mixed prior to treatment with wastewaters other than those generated by the regulated process, fixed alternative discharge limits may be derived …*"

   Provide the Department with clarification on the sample point for ABB Aviator and the City's determination on whether the combined waste stream formula is necessary.

We request you review the noted items of concern and respond in writing within 30 days of receipt of this Compliance Assistance Offer. Your written response should include one of the following:

1. Describe what has been done to resolve the non-compliance issue or provide a schedule describing how/when the issue will be addressed.
2. Provide the requested information, or information that mitigates the concerns or demonstrates them to be invalid.

It is the Department's desire that you are able to adequately address the aforementioned issues so that this matter can be resolved. Your failure to respond promptly may result in the initiation of formal enforcement proceedings.

Please address your response and any questions to Thomas Twomey, by phone at 850-245-8592, or via email at thomas.twomey@floridadep.gov.

We look forward to your cooperation with this matter.

Sincerely,



Brianna Valek
Senior Program Analyst
Wastewater Management Program
Division of Water Resource Management

BV/TT

cc: Shawn Horsley, City of Ormond Beach, shawn.horsley@ormondbeach.org
Julia Danyuk, DEP Tallahassee, julia.danyuk@floridadep.gov
Brianna Valek, DEP Tallahassee, brianna.valek@floridadep.gov

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2026-10

AN ORDINANCE AMENDING SECTION 22-86, REGULATIONS, OF DIVISION 2, HARMFUL OR INDUSTRIAL WASTES, OF ARTICLE II, SEWERS, OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES,* TO INCLUDE THE PROHIBITION OF ANY HAZARDOUS WASTE PHARMACEUTICALS WITHIN THE SEWER SYSTEM; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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☐ 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 a request for an administrative amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, Code of Ordinances, to prohibit any hazardous pharmaceuticals within the city sewer system.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

    a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

        None. This is a request for an administrative amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, Code of Ordinances, to prohibit any hazardous pharmaceuticals within the city sewer system.

    b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

        None. This is a request for an administrative amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, Code of Ordinances, to prohibit any hazardous pharmaceuticals within the city sewer system.

    c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

        None. This is a request for an administrative amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, Code of Ordinances, to prohibit any hazardous pharmaceuticals within the city sewer system.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

    None. This is an application for an administrative amendment to Section 22-86, Regulations, of Article II, Sewers, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, Code of Ordinances, to prohibit any hazardous pharmaceuticals within the city sewer system.

4. Any additional information the City determines may be useful.

    (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

    No business impacts proposed.